REVISION:
(ITEM 16, CHANGED TO NON-CONSENT)

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. June 17, 2008

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on June 10, 2008

AWARDS AND PROCLAMATIONS

-- Proclamation:

Square Dance Week

-- Service Citation Awards:

Willard Lee Jr.
Susan G. Circle

PUBLIC AGENDA

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

1. Buck Goodman-Keeper of the Plains Car Show.

COUNCIL BUSINESS

UNFINISHED COUNCIL BUSINESS

2. Repair or Removal of Dangerous and Unsafe Structures, 2306 East Random. (District I)

   RECOMMENDED ACTION: Take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) the structure is maintained secure as of June 17, 2008 and is kept secured during renovation; and (2) the premise is kept clean and free of debris as of June 17, 2008, and will be so maintained during renovation.

3. Heartland Preparedness Center Land Lease Contract and Cost/Space Revalidation Study. (District I)

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

4. Notice of Intent to Use Debt Financing, Terminal Area Redevelopment Program - Apron Phase I.
   (Deferred June 3, 2008)

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

5. Letter of Intent for Broadview Hotel Incentives. (District VI)
   (Deferred June 3, 2008)

   RECOMMENDED ACTION: Submitted without staff recommendation.

NEW COUNCIL BUSINESS

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

   RECOMMENDED ACTION: Close the public hearing, place Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not-to-exceed $1,400,000 on First Reading and authorize necessary signatures.

7. Amendment of Industrial Revenue Bond Documents, Lee Real Estate, LLC. (District II)

   RECOMMENDED ACTION: Approve the amending Ordinances and Supplemental Indentures, place Ordinances on First Reading and authorize the necessary signatures.

8. Old Town Warren Theatre LLC-Term Loan.

RECOMMENDED ACTION: This item is submitted without recommendation by City Staff. If Council chooses to approve the requested assistance, the required action would be: To approve first reading of the home rule ordinance authorizing the issuance of general obligation bonds or notes for the purpose of funding the loan to Old Town Warren Theatre LLC in the amount of $6,000,000; approve the Term Loan Agreement Promissory Note, Guaranty Agreements, and Mortgage Agreement; and authorize necessary signatures; and reduce parking lease payments in Old Town Square, pursuant to the Old Town Overlay District to $7.50 per stall per month.

9. Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits, Mesa Verde. (District VI)

RECOMMENDED ACTION: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, and authorize the necessary signatures.

10. Office furnishings and phone equipment for new Greater Wichita Convention and Visitor's Bureau, WaterWalk Place Development. (District VI)

RECOMMENDED ACTION: Approve the one time expenditure amount up to $190,000 for the replacement of GWCVB's office furnishings and telephone equipment and approve any necessary budget adjustments.

11. An Ordinance Amending Chapter 3.72 of the Code of the City of Wichita, Kansas, Pertaining to Private Security Officers and Private Security Agencies.

RECOMMENDED ACTION: Place the ordinance on first reading.

11a. Resolution Encouraging a Community Response for Clean Air (Outdoor Air)

RECOMMENDED ACTION: Adopt the resolution.

(9:30 a.m. or soon thereafter)

12. Public Hearing: Repair or Removal of Dangerous and Unsafe Structures. (Districts I and III)

Property Address	Council District
a. 546 North Madison	I
b. 537 North Estelle	I
c. 1212 North Wabash	I
d. 1301 North Indiana	I
e. 1123 North Spruce	I
f. 1102 North Green	I
g. 1201 North Green	I
h. 1323 North Volutsia	I
i. 2044 North Kansas	I
j. 3723 East Funston	III

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of June 17, 2008; (2) the structure has been secured as of June 17, 2008; and will continue to be kept secured; and (3) the premises are mowed and free of debris as of June 17, 2008, as will be so maintained during renovation.

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.

* Consent Items

13. *VAC2008-00003-Request to vacate a portion of a platted public street right-of-way; generally located west of 127th Street East, on the north side of Pawnee Avenue. (District II)

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

14. *VAC2008-00004-Request to vacate a portion of a platted public street right-of-way; generally located south of I-35, east of Greenwich Road. (District II)

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

HOUSING AGENDA

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

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport 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.
*Consent items

15. *Communications Cable Plant, Wichita Mid-Continent Airport, Colonel James Jabara Airport.

RECOMMENDED ACTION: Approve the capital project budgets.

(ITEM 16)
16. ***Clear Channel Interspace Airports Airport Advertising Concession Agreement.*** **(NON-CONSENT)**

RECOMMENDED ACTION: Approve the Agreement and authorize necessary signatures.

17. *Transportation Security Administration - Other Transaction Agreement.

RECOMMENDED ACTION: Approve the receipt of funds, and authorize the Director of Airports to sign all the documents related to the Other Transaction Agreement.

COUNCIL AGENDA

COUNCIL MEMBER AGENDA

18. None

19. **COUNCIL MEMBER APPOINTMENTS**

RECOMMENDED ACTION: Approve the Appointments

CONSENT AGENDA

20. Report of Board of Bids and Contracts dated June 16, 2008.

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

21. Applications for Licenses to Retail Cereal Malt Beverages:

New	2008	(Consumption off Premises)
Anita Haeri	Hoss, LLC dba Valero West	1622 South West Street
Renewal	2008	(Consumption off Premises)
Wal-Mart Stores, Inc.	Wal-Mart Supercenter #1507	3030 North Rock Road
Special Event	Wichita Pride, Inc. /Gala 2008	
Patrick Munz	June 20, 2008	835 East 1st Street
Patrick Munz	June 29, 2008	601 East Douglas, (Naftzger Park)

*General/Restaurant - 50% or more of gross receipts derived from sale of food.

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

22. Preliminary Estimates:
    a. Water Distribution System to serve Edge Water Addition (south of 45th Street North, west of Hoover) (448-90312/735393/470066) Does not affect existing traffic. (District VI) - $278,000.00
    b. Taft Street Rehabilitation (various locations south of Maple Street, east of Maize Road) (472-84578/132721/N/A) Traffic to be maintained during construction using flagpersons & barricades. (District V) - $344,995.00
    c. Water Main Replacement in Arkansas, 16th Street North to 20th Street North (north of 13th Street North, west of Broadway) (448-90119/633721/750815) Traffic to be maintained during construction using flagpersons & barricades. (District VI) - $1,069,900.00
    d. Sanitary Sewer Improvements in Arkansas, 15th Street North to 20th Street North (north of 13th Street North, west of Broadway) (468-84372/620480/667598) Traffic to be maintained during construction using flagpersons & barricades. (District VI) - $100,000.00
    e. Water Distribution System to serve Foliage 4th Addition (north of 13, west of Webb) (448-90391/735421/470094) Does not affect existing traffic. (District II) - $39,000.00
    f. Lateral 57, Main 24, War Industries Sewer to serve Foliage 4th Addition (north of 13, west of Webb) (468-84519/744285/480974) Does not effect existing traffic. (District II) - $66,000.00
    g. Storm Water Sewer #644 to serve Foliage 4th Addition (north of 13th, west of Webb) (468-84520/751476/485367) Does not affect existing traffic. (District II) - $73,000.00

RECOMMENDED ACTION: Receive and file.

23. Petitions for Public Improvements:
    a. Paving and Drainage Improvements for Waterfront Residential and Greenwich Office Park Additions, north of 13th Street, west of Greenwich. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

24. Agreements/Contracts:
    a. Staking and Construction Engineering in College Hill Addition, north of Douglas, east of Hillside. (District II)- Supplemental.
    b. Southwestern Bell (AT&T) Franchise Extension

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

25. Design Services Agreement:
    a. Design Services for Turkey Creek Third Addition, north of Pawnee, east of 135th Street West. (District IV)

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

26. Minutes of Advisory Boards/Commissions

Wichita Board of Appeals of Refrigeration, Air-conditioning, Warm Air Heating and Boiler Minutes, March 27, 2008
Police & Fire Retirement System, April 23, 2008
Board of Code Standards and Appeals, May 5, 2008
District Advisory Board I, May 5, 2008
Wichita Historic Preservation Board, May 12, 2008
Design Council Minutes, May 21, 2008

RECOMMENDED ACTION: Receive and file.

27. Youth Mentoring Grant Application.

RECOMMENDED ACTION: Approve the application for funding to support expanded mentoring opportunities in Wichita, and authorize the necessary signatures for the application and grant award.

28. Rehabilitation of Adjustable Frequency Drives at Cheney Pump Station.

RECOMMENDED ACTION: Authorize the expenditures; approve Siemens as the sole source of supply and repairs; and authorize the necessary signatures.

29. Correcting Resolution: Alta paving from 350' west of Ellis to Hydraulic. (District III)

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

30. General Obligation Bond and Note Sale.

RECOMMENDED ACTION: Adopt the resolution: authorizing the general obligation bond and note sales; approving the publication and distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel; finding that such Preliminary Official Statement is in a form "deemed final" for the purpose of the Securities and Exchange Commission's Rule 15c2-12(b)(1), subject to revision, amendment and completion in the final Official Statement; and authorizing publication of the Notice of Sale.

31. Payment of Claims for the Month of May, 2008.

Nancy Kitchens	$1,485.14
Union Pacific Railroad Company	$18,840.91
Moore Engineering Services	$3,220.00
Jessica Warrender	$1,828.09
Barbara Mitchell	$57,500.00**
Bryan Young	$4,059.27
James Cline III	$1,500.00**
Douglas Jackson	$3,805.70
Savannah Sanders	$230.67

**Settled for lesser amount than claimed

RECOMMENDED ACTION: Receive and file.

32. Resolution authorizing the City of Wichita, Represented by Wichita Transit, to File Applications with the Federal Transit Administration (FTA) for funding for Financial Assistance for Transportation Projects

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

33. Second Reading Ordinances: (First Read June 10, 2008)

a. CUP2008-10 and CUP2008-11 AND ZON2008-013 and ZON2008-16 – Creation of DP-312 Girrens Addition Commercial Community Unit Plan and zone change from SF-5 Single-family Residential to LC Limited Commercial and GC General, generally located on the southwest corner of 119th Street West and Pawnee Avenue. (District IV)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

An ordinance changing 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.

b. DER2008-01: 47th-55th Street South Joint Area Plan, 2008-2030, (Within Unincorporated Sedgwick County).

An ordinance adopting the 47th-55th street south joint area plan as an amendment to the Wichita-Sedgwick county comprehensive plan.

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow in the first floor board room

Agenda Item No. 2.

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
2306 E. Random (District I)

INITIATED BY: Office of Central Inspection

AGENDA: Unfinished Business

Recommendations: Take appropriate action based on testimony received during the review hearing.

Background: This property was before the Board of Code Standards and Appeals (BCSA) on January 7, 2008. No one appeared to represent the property, no repairs had been made to the property, and the BCSA recommended 10 days to start demolition and an additional 10 days to complete.

On March 18, 2008, this case was before City Council. City Council passed a resolution granting the owner sixty days to complete repairs; failing completion of repairs within sixty days the owner was granted an additional ten days to start demolition with an additional ten days to complete, or the City would proceed with demolition and removal.

On May 28, 2008, Council Member Lavonta Williams requested this property appear back before Council on the next available date.

Analysis: Staff made an inspection of the property on May 20, 2008; siding repairs, painting and reroof had been completed. The foundation work, window repair/replacement and other exterior repairs had not been not completed.

The 2007 taxes are current and there are no special assessments.

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional $500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The owner/s have been informed of the date and time of the hearing.

Recommendations/Actions: It is recommended that the City Council take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) the structure is maintained secure as of June 17, 2008 and is kept secured during renovation; and (2) the premise is kept clean and free of debris as of June 17, 2008, and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolution published once in the official city paper and advise the owners of these findings.

Attachments: None

State of Kansas
Department of Administration
Division of Facilities Management
DA-46 (Rev. 10/06)

REAL ESTATE LEASE AGREEMENT

Encumbrance No: _____

Agency Contract No: _____

NOTICE TO LESSOR AND LESSEE: PURSUANT TO THE REQUIREMENTS OF K.S.A. 75-3730, 3739(l) AND 3743, as amended, NO LEASE AGREEMENT IS EFFECTIVE NOR MAY EXPENDITURES BE MADE UNTIL THE AGREEMENT HAS BEEN SIGNED AND THE REQUIRED APPROVALS AFFIXED HERETO.

This Lease Agreement should be completed well in advance of the proposed effective date of the lease and submitted for the approval of the Department of Administration. Clauses printed in this contract are considered mandatory and may only be supplemented, if at all, by a special condition approved by the Department of Administration.

FILL IN ALL BLANKS ACCORDINGLY

CONTRACT PARTIES

LESSOR (First Party or 1st Party)

Contact Person:
LESSOR NAME: City of Wichita, Kansas

Address: 455 North Main Street

City: Wichita
State: Kansas Zip Code: 67202
Telephone: (316) 268-4529 FAX:

Type of Firm: (☐) Individual; (☐) Partnership; (☐) Corporation; (☑) Government

Firm's Taxpayer Identification No. 48-6000653

LESSEE (Second Party or 2nd Party)

Contact Person: Kelley Blake
LESSEE NAME: Kansas Military Board, for the State of Kansas

Address: 2800 SW Topeka Blvd.

City: Topeka
State: KS Zip Code: 66611-1287
Telephone: (785) 274-1454 FAX: (785) 274-1616

Property Description: 45 acres of land (more or less) as described in Exhibit "A"

Street Address:
City: Wichita
County: Sedgwick State: Kansas Zip Code:

WITNESSETH, that First Party, in consideration of the rents, covenants and agreements of Second Party, hereinafter set forth, does let, lease and rent to Second Party the above described property.

1. TERM

To have and hold the same for the term of:

a. Lease term begin date: _____ (mm/dd/yyyy)
b. Lease term end date: 12/31/2106 (mm/dd/yyyy) (if no end date, write indefinite)
c. Length: x years, x months

2. RENTAL PAYMENTS

Second Party agrees to pay equal (check one) ☐ monthly, ☐ quarterly, ☐ semi-annual, or ☐ annual installments of $ zero, commencing on the _____ day of _____, _____, and on the _____ day of each corresponding payment period thereafter until the term of this lease ends; or in concurrence with payment schedule in Special Provision 6.

Rental payment for the first month shall be prorated if the above described property is not available for occupancy by the beginning date of the lease. The final rental payment shall be prorated for any partial months payment that may be due.

The space herein above described contains 0 square feet of space for office use at the rate of $ 0 per square foot per annum; 0 square feet of floor space for records and property storage use at the rate of $ 0 per square foot per annum; and 45 acres (square feet of floor space) (acres, more or less); for other use (specify): See Special Provision 7.

3. USE OF PREMISES

Second Party shall have the full and unrestricted use of the premises for the term of this lease or any renewals thereof, for the following purposes See Special Provision 7.

The approximate Full-Time Equivalent (FTE) employees working on these premises is 30.

4. UTILITIES

Public utilities will be furnished and paid for by First (1st) Party, Second (2nd) Party, Third (3rd) Party, Occupant or Other as follows:

(a) water	n/a	(b) gas	n/a
(c) electricity	n/a	(d) heat	n/a
(e) telephone	n/a	(f) other _____	n/a

5. ADDITIONAL SERVICES: Additional Services shall be furnished and paid for by First (1st) Party, Second (2nd) Party, Third (3rd) Party, Occupant or Other as follows:

(a) Grounds maintenance & landscaping, lawn care including mowing, cleaning of parking areas, entrances & sidewalks	n/a
(b) Snow removal	n/a
(c) Pest control	n/a
(d) Custodial service of leased area	n/a
(e) Custodial service of common area	n/a
(f) Other _____	n/a

Refer to Special Provision 8 & 9 for additional explanation (i.e. frequency or level of service), if needed.

6. SUBLETTING

Second Party shall have the right to sublet any or all of the space herein leased to any other state agency for the same or a comparable use. Second Party may not assign or sublet said premises to any private person without the written consent of First Party. If Second Party sublets to another State agency, Second Party's obligation to pay the rental herein shall cease, provided, however, any such subtenant shall be bound by all conditions of this lease for the balance of the term.

7. REPAIR OF PREMISES

JMA

~~The First Party will pay the costs and maintain in good repair the walls, windows, floor coverings, shell, structure, elevators, stairs, roof, grounds, sidewalks, and off street parking areas of the leased facility. Such items shall be maintained at a condition not less than the condition of the said items at initial lease signing. First Party will be responsible for repairs and/or replacements to heating, ventilation and air conditioning (HVAC), plumbing, electrical, mechanical and related fixtures and appliances. The First Party is responsible for meeting all applicable local and State building codes, ordinances, standards and regulations. The First Party will provide Second Party with a list of persons or firms to contact in case of an emergency due to failure of the above facility components.~~

~~In order to assure prompt response to maintenance notifications, First Party agrees to authorize the Second Party to contract with a Third Party for maintenance repairs that are not corrected within three days of notification. The First Party further agrees to authorize the Second Party to pay invoices for the maintenance repairs that remain unpaid 30 days after their submittal to the First Party. First Party authorizes Second Party to deduct the amount of said paid invoices from rental payments due and owing.~~

~~HVAC specifications: General office and common areas shall be heated in the winter to maintain the space environment at 68-74 degrees Fahrenheit (F) with a relative humidity of 20-30% and cooled in the summer at 68-78 degrees F with a relative humidity of 40-60%. The HVAC system must be capable of maintaining +/- 2 degrees F of the thermostat setting. As a guide, an adequately sized air distribution system shall provide 4-10 air changes per hour. HVAC equipment shall be properly sized and balanced to meet design conditions. Each zone provided shall be equipped with programmable thermostatic controls, capable of a 55 degree F night/weekend setback in the heating mode and a 85 degree F night/weekend set up in the cooling mode. Controls shall prevent reheating, re cooling and simultaneous heating and cooling in the same zone (where multiple system controls exist).~~

~~Heating system efficiency will not be less than 80% steady state at full load for natural gas boilers or furnaces. Air conditioning equipment will meet or exceed the performance ratings required under Federal and State guidelines. A seven day programmable time device will control all air handling systems, where applicable controls exist. Minimum ventilation rates will be capable of 15 cubic feet per minute per person during occupied hours and automatically reduced during off work hours. Buildings are to be in full compliance with the ANSI/ASHRAE/ESNA Standard 90.1, latest edition, Energy Design of New/Existing Commercial Buildings.~~

~~Telecommunication, Computer, UPS and server room(s) require air conditioning systems designed to ensure proper environmental requirements are met. These rooms shall be maintained between 65 F degrees and 72 degrees F. The HVAC system must be capable of maintaining +/- 2 degrees F of the thermostat setting. This condition must be maintained 24 hours a day, seven (7) days a week. HVAC shall be thermostatically controlled within the room and be independent of the house system.~~

~~Interior repairs of damage caused by Second Party shall be paid for by Second Party. Second Party will submit written requests for decoration and other remodeling items to First Party for approval. Approved decoration or remodeling will be provided by First Party and upon receipt of invoice, Second Party will reimburse First Party for said decoration or remodeling costs.~~

~~If the facility, fixtures, or Second Party contents are damaged as a result of failure of the items listed in Section 7, paragraph 1, First Party agrees to pay the costs to repair or replace the contents and fixtures, and to restore the facility to a condition not less than the condition at the time of initial lease signing.~~

8. UNTENANTABLE PREMISES (If building space, otherwise not applicable) OMA

~~If these premises shall be damaged by fire, casualty, natural disaster or other cause so as to be untenantable, the rental payments shall abate from the date of such damage and shall not resume until premises are restored to tenantable condition, provided, however, if the damage so caused shall render restoration by First Party impossible within sixty (60) days of the time of such damage, Second Party may elect to void this lease and the obligation to occupy and to pay any unpaid balance of rental payments shall cease from the date of said damage. Any prepaid rent shall be returned to Second Party for the period the premises are untenantable.~~

~~Should, at any time, during the term of this lease, hazardous substances, chemicals or odors be discovered in the lease building in amounts determined by the appropriate State agency to be unacceptable, the Lessor will have sixty (60) days from date of written notice by the Lessee to satisfactorily dispose of the hazardous substances, chemicals or odors by a State pre approved vendor or the Lessee may terminate the lease after sixty (60) days with no penalty to the Lessee.~~

~~In the alternative, if the Lessor fails to comply with the terms of this provision, the Lessee may contract for the abatement and disposal of the above hazardous substances, chemicals or odors and the Lessor consents to the reduction of lease payments for the costs of abatement and disposal. If conditions require the evacuation of the premises and relocation, Second Party may elect to void this lease and the obligation to occupy and pay any unpaid balance of rental payments shall cease from the date of discovery of the hazardous substances. The Lessor shall be responsible for relocation costs. Any prepaid rent shall be returned to Second Party for the period the premises are untenantable.~~

9. TERMINATION FOR FISCAL NECESSITY

Notwithstanding any other provision of this lease, if funds anticipated for the continued fulfillment of this lease agreement are at any time not forthcoming, either through failure of the Legislature to appropriate funds specifically budgeted for this lease or the discontinuance or material alteration of the program under which funds were provided, then Second Party shall have the right to terminate this lease by giving First Party a reasonable notice specifying the reasons for such necessary termination. The termination of the lease pursuant to this paragraph shall not cause any penalty to be charged to the State agency. Any prepaid rent shall be returned to Second Party for the period following the termination date.

10. AUTOMATIC HOLD OVER

This lease agreement, if not previously terminated, shall automatically expire at the end of the term specified unless Second Party shall have renewed the lease pursuant to lease Special Provision 2. However, Second Party shall be allowed to hold over after the end of the term and Second Party shall be a tenant from month to month at the same terms and conditions as contained herein. This hold over tenancy shall expire after a maximum of six (6) months unless written approval of the Secretary of Administration is secured.

11. REMOVAL OF PERSONAL PROPERTY

All personal property placed, installed or constructed upon the premises by Second Party during occupancy, which may be removed at any time by Second Party at the end of the term without substantial damage to the real estate, shall be and remains the sole property of Second Party and may be removed. If substantial damage would occur, Second Party may elect to remove the property and restore the premises.

12. AGREEMENT WITH KANSAS LAW

This Lease Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.

13. ANTI-DISCRIMINATION CLAUSE

First Party agrees:

(a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. §12101 *et seq.*) ("ADA") and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in its programs or activities;

(b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer";

(c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116;

(d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor;

(e) that a failure to comply with the reporting requirements (c) above or if First Party is found guilty of any violation of such acts by the Kansas Human Rights Commission such violation shall constitute a breach of the contract;

(f) if Second Party determines that First Party has violated applicable provisions of the ADA, that violation shall constitute a breach of contract;
(g) if (e) or (f) occurs, the contract may be canceled, terminated or suspended in whole or in part by the State. The obligation to occupy and to pay any unpaid balance of rental payments shall cease from the date of cancellation, termination or suspension. Any prepaid rent shall be returned to Second Party from that date.

Parties to this contract understand that subsections (b) through (e) of this paragraph number 13 are not applicable to First Party who employ fewer than four (4) employees or whose contract with this State agency total $5,000 or less during this fiscal year.

14. BINDING EFFECT
The terms and conditions of this Lease shall be binding upon the parties, their heirs, agents, administrators, executors or legal successors.

15. RESPONSIBILITY FOR TAXES
The State of Kansas shall not be responsible for, nor indemnify, First Party for any federal, state or local taxes, fees or assessments which may be imposed or levied upon the subject matter of the lease.

16. LIABILITY FOR DAMAGES
Notwithstanding any language to the contrary, the State shall not be responsible for any damages caused by the public or its employees except as provided in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, as amended.

17. ACCESSIBILITY
If the Department of Administration determines that improvements or changes are required for Second Party to comply with the minimum standards for accessible design, First Party agrees to make all improvements or changes within a reasonable period of time as determined by the Department of Administration. (Refer to the Americans with Disability Act Accessibility Guidelines ADAAG; also reference K.S.A. 58-1301 et seq.). If the improvements or changes have not or cannot be completed, the Department of Administration may require Second Party to terminate this lease upon the giving of 120 days notice in writing to First Party. The obligation to occupy and to pay any unpaid balance of rental payments shall cease from the date of termination. Any prepaid rent shall be returned to Second Party from that date.

Waiver of any element of this provision must be sought through application to the Director of Facilities Management with the recommendation of the ADA coordinator and can only be granted by the Secretary of Administration. Such waiver must be attached to and incorporated into this contract (reference: Special Provision 4).

The following minimum standards for accessible space shall be required (ADA Checklist, Checklist for Existing Facilities): 1. Accessible parking, if parking is included in this contract. 2. An accessible route from an accessible entrance to primary function areas (includes elevator if required to access other levels). 3. Accessible toilets.

18. SPECIAL PROVISIONS

The following Special Provisions indicated by an X and numbered as listed hereafter or those additional numbered Special Provisions contained on an attachment are made a part hereof and incorporated into this contract. (These numbers of the Special Provisions and any Additional Special Provisions applicable must be listed on the following line.)

The following Special Provisions apply: → none

If applicable mark an X in the parentheses/box (☒) below.

Spec. Prov. 1. ( ) Termination Prior to Expiration of Term: Notwithstanding the length of the term, Second Party may terminate this lease at any time prior to the expiration of the term upon the giving of _____ days notice in writing to First Party.

Spec. Prov. 2. ( ) Renewal: By the giving of notice in writing to First Party at least _____ days prior to the end of the term specified, Second Party may renew this lease for an additional term of _____ under the same rent, conditions and terms set out herein.

Spec. Prov. 3. ( ) Parking: First Party shall furnish to Second Party off-street parking for _____ motor vehicles upon land adjacent to the leased facility.

Spec. Prov. 4. ( ) Waiver: A waiver to the Accessibility Standards as specified in paragraph 17 above is attached and incorporated in this contract and made a part hereof.

19. ADDITIONAL SPECIAL PROVISIONS

Additional Special Provisions, if any, should be set out on a separate sheet to begin with number five (5). Special Provisions must all be listed in numerical order to be considered effective to bind the parties; First Party and Second Party to this agreement must sign their names immediately following the last listed Additional Special Provision.

The following Additional Special Provisions apply: → (5,6,7,8,9,10,11, & 12)

APPROVALS OF LESSOR & LESSEE

Lessor Date

CERTIFICATION STATEMENT: I certify that the lease agreement is entered into within the authority of law, is with my approval, and that the person signing the same for the State immediately below is authorized to do so.

5 Mar 2008

Lessee: State Agency Head Date

APPROVALS OF STATE OF KANSAS: For Use By State Of Kansas Signatories Only

Director of Accounts and Reports, Department of Administration — Date

Attorney, Department of Administration — Date

Director of Facilities Management, Department of Administration — Date

Secretary of Administration — Date

Additional Special Provisions

Spec. Prov. 5. (☒) **Lease Term Begin Date and Termination.**

a. Lease term begins when executed by the signing parties and no later than 90 days from exercise of the Real Estate Option Agreement tied to this Lease. See Exhibit E.

b. This lease agreement shall become void should construction of National Guard facilities (i.e. Armed Forces Reserve Center, National Guard Readiness Center, or Maintenance Facility) that are programmed to be funded through the Department of Defense Future Years Defense Program not be initiated by December 31, 2012.

c. At the expiration of this lease, or upon the termination of this lease at any other time, Second Party agrees to give and surrender peaceable possession of the leased premises to First Party with all improvements thereto.

d. The First Party may terminate this lease for breach of the covenants and provisions of the lease upon providing a 365-day written notice and allowing a reasonable opportunity for the Second Party to remedy the breach.

e. This lease shall otherwise terminate at midnight on December 31, 2106

Spec. Prov. 6. (☒) **Consideration Covenant:**

a. This lease applies to land and does not include any building improvements. Second Party intends to construct a National Guard Readiness Center or an Armed Forces Reserve Center and a Field Maintenance Shop on the Premises which is to become a portion of a complex of planned facilities named the Heartland Preparedness Center. The Heartland Preparedness Center is a joint venture between the governments of Sedgwick County, the City of Wichita; and the Adjutant General's Department of Kansas, most notably the Kansas Army National Guard.

b. Both parties agree that Second Party shall pay zero rent over the full term of this lease. Instead, consideration for this lease shall be as follows:

1. The Second Party agrees to construct a National Guard Readiness Center or Armed Forces Reserve Center, or Armed Forces Reserve Center, and/or Field Maintenance Shop, on the premises.

2. The First Party will derive the mutual benefits derived from construction of the Heartland Preparedness Center.

c. The First Party will perform site and infrastructure improvements necessary for the Second Party to construct a National Guard Readiness Center or Armed Forces Reserve Center and/or Field Maintenance Shop. First party improvements shall be performed in accordance with City of Wichita and Sedgwick County ordinances, capital improvement procedures, and city planning processes.

d. First Party shall not transfer any ownership rights to the Premises to Third Parties with out prior written approval of the Second Party.

e. The First Party may, at their option, reclaim fee simple ownership or sublease those portions of the Premises where the First Party will construct facilities for exclusive municipal use, in accordance with mutually agreed master planning documents (see Exhibit "B"). This provision includes only those areas beneath planned City of Wichita and Sedgwick County owned buildings and parking areas, plus required access lanes to such facilities. Subletting of any portion of the Premises back to the First Party shall be without rent. Consideration for said sublease shall be the construction, operation, and maintenance of facilities that are jointly used by or enhance the overall interests of both Parties within the Heartland Preparedness Center.

f. The First Party shall be responsible for funding the boundary survey to either redefine the Premises boundary or define a sublease boundary within the Premises in accordance with paragraph e. of Special Provision 6.

Spec. Prov. 7. (☒) **Use of Premises:**

a. It is expressly agreed by the parties hereto that Second Party shall develop the site with facilities to house various National Guard and Reserve units, as well as associated or similar groups or organizations as mutually agreed to by the parties. Second Party's use and operation of the premises shall comply with all applicable laws, ordinances, statues, rules and regulations.

b. Second Party expressly recognizes that the Premises are publicly owned and that the First Party desires that the premises be used in such a manner that gives the appearance of impartiality in political campaigns and on public issues; as such the Second Party will not use the premises for any partisan or political activity or for any overt public activities that takes a position on policy issues before the City and its agencies.

Spec. Prov. 8. (☒) **Improvements:**

a. Both Parties agree to construct improvements to the Premises within the guidelines of mutually agreed master planning documents (see Exhibit "B").

b. Second Party may install or construct upon the land, buildings and improvements of a temporary or permanent nature, and such buildings and improvements shall remain the sole property of Second Party and may be removed at any time.

c. The First Party shall complete mutually agreed on site infrastructure improvements on and around the Premises, necessary for the Second Party to begin construction, prior to the "Date of Occupancy" (defined as the Second Party's contracted date for beginning construction of a National Guard Readiness Center or Armed Forces Reserve Center and/or Field Maintenance Shop).

Spec. Prov. 9. (☒) **Memorandum of Agreement (MOA):**

a. Both parties agree to enter into a Memorandum of Agreement (MOA) prior to the Date of Occupancy by the Second Party, specifying responsibilities and procedures, under mutually agreeable terms, for, but not limited to; joint use of facilities, utilities, facilities maintenance, repair, and services, subleasing and rentals, special considerations arising from heightened security requirements, and compliance with Kansas Army National Guard Regulations, both State and Federal.

b. This lease is contingent on successful execution of such MOA, which, when completed, will become a part of and incorporated into this Lease in its entirety as Exhibit "C".

Spec. Prov. 10. (☒) **Environmental Covenant on the Property:**

a. Environmental Documentation is provided as Exhibit "D" to this lease and is agreed by both parties to stipulate the known environmental condition of the property as of 2006. Further, final environmental inspection of the premises and updating of existing environmental conditions shall occur during the finalization period.

b. Both Parties acknowledge that it has reviewed the Environmental Documentation provided as Exhibit "D", has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of Either Party to make any alterations, repairs, or additions thereto. The Second Party shall not be responsible for cleanup costs relating to known, unknown, or potential environmental contamination to include asbestos, radon, or other hazardous wastes that are deemed to be on the premises before the Date of Occupancy by the Second Party, defined as the contracted date to begin construction of National Guard funded facilities. The First Party shall deliver the Premises to the Second Party on the Date of Occupancy in an otherwise clean condition, free of debris that may impede construction activity.

c. Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground, and water. Both Parties shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any federal, state, interstate or local governmental agency are hereby made a condition of this lease. Both Parties shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

d. Both Parties will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Either Party, the Offending Party shall be liable to restore the damaged resources. The Offending Party shall promptly notify the Other Party and all required government

agencies of any hazardous or toxic conditions or other environmental contamination.

e. To the fullest extent permitted by law Both Parties shall hold each other harmless from and against all claims, expenses, loss, or liability arising from any such contamination which occurred on the Premises while Either Party was occupying the Premises.

f. Both parties agree that the environmental contamination found on the Premises that has been identified in the Environmental Documentation provided as Exhibit "D" to this lease originated from a Union Pacific Railroad spill. Union Pacific Railroad is identified by EPA and KDHE as the responsible party for a TCE plume originating immediately to the northeast of the Property boundary. This TCE plume is spreading onto the Premises moving southwest, but does not constitute a health hazard at the ground surface. The Second Party will continue to accommodate remediation efforts by Union Pacific Railroad provided these accommodations do not seriously hamper the operations of the Kansas Army National Guard.

Spec. Prov. 11. (☒) **Untenantable Premises:**

a. For the purposes of this lease, Untenantable Premises shall be defined as any site conditions on or immediately adjacent to the Premises which prevent the Second Party from either constructing a National Guard Readiness Center or Armed Forces Reserve Center and/or Field Maintenance Shop, or seriously impede National Guard operations from said facilities.

b. Should, at any time, during the term of this lease, hazardous substances, chemicals or odors be discovered on the Premises in amounts determined by the appropriate State agency to be unacceptable, the Second Party may contract for the abatement and disposal of the above hazardous substances, chemicals or odors. Should the Premises become untenantable and the Second Party is not the Offending Party, the Second Party may elect to void this lease and the obligation to occupy and maintain the Premises shall cease from the date of discovery of the hazardous substances.

Spec. Prov. 12 (☒) **Second Party Obligations:**

a. The Second Party covenants to keep the Premises neat, clean, safe and sanitary from the Date of Occupancy throughout the remainder of this lease term; to return the premises in neat, clean, safe and sanitary condition at the end of the term of this agreement; and to comply with all regulations governing said premises made by any proper governing agency as to cleanliness, all without cost or expense to First Party.

b. The Second Party covenants to indemnify the First Party herein and save it harmless from and against all liability, penalties, damages, expenses and judgments arising from injury or damage to persons or property of any nature, in said Premises, or arising from materials or supplies which Second Party uses or maintains in the Premises, or arising out of Second Party's operation of a business or occasioned by any act or acts, omissions of either Second Party or Second Party's agents or servants except to the extent those injuries occur as a result of First Party or First Party's agents.

c. The Second Party agrees to execute and comply promptly with all statutes, ordinances, rules, orders, regulations, and requirements of any governmental entity regulating the Premises as well as those pertaining to the retail sale of fireworks.

d. The Second Party promises to take all reasonable steps to assure that no claims against City's title to the leased property are set up, filed or otherwise made and prevent any liens from being filed against the leased property.

APPROVALS OF LESSOR & LESSEE

CERTIFICATION STATEMENT: I certify that the lease agreement is entered into within the authority of law, is with my approval, and that the person signing the same for the state immediately below is authorized to do so.

LESSOR: City of Wichita, Kansas

Mayor Date

ATTEST:

City Clerk Date

APPROVED:

City Attorney 10 March 2008
Date

LESSEE: State of Kansas, Kansas Military Board

Chairman Kansas Military Board 5 Mar 2008
Date

ATTEST:

The Adjutant General of Kansas 19 Feb 08
Date

APPROVED:

Staff Judge Advocate, Kansas 3 Feb 08
Date

BE IT REMEMBERED, That on this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came _____, **Mayor of Wichita, Kansas**, who is personally known to me to be such mayor and who is personally known to me to be the same person who executed as such mayor the within instrument of behalf of the City of Wichita such person duly acknowledged the execution of the same to be the act and deed of the City of Wichita, Kansas.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

_____
Notary Public

My Appointment Expires: _____

BE IT REMEMBERED, That on this 5th day of March 2008, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came James M. Aubochon **Chairman of Kansas Military Board**, who is personally known to me to be such chairman and who is personally known to me to be the same person who executed as such chairman the within instrument on behalf of said Board, and such person duly acknowledged the execution of the same to be the act and deed of said Board.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

OFFICIAL SEAL
LINDA J. URTON
MY COMMISSION EXPIRES
February 7, 2012

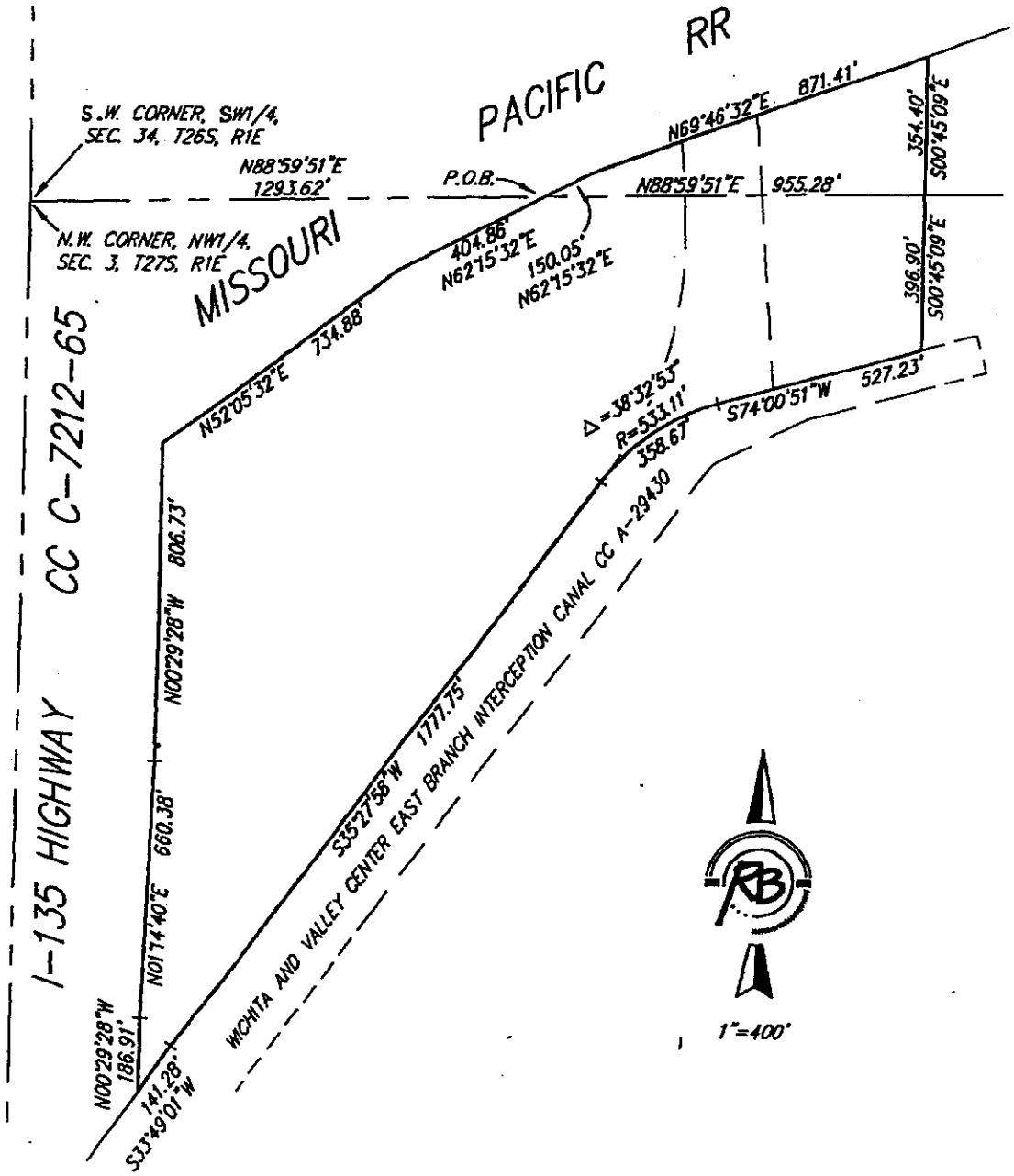
Linda J. Urton
Notary Public

My Appointment Expires: 2-7-2012

Exhibit A

READINESS CENTER EXHIBIT (A)

Wichita, Sedgwick County, Kansas



DWG FILE: LEGAL EXHIBIT
PROJECT NO. 2961P

Exhibit B

Legal description for Readiness Center
10-03-06

Legal Description;

That part of the NW ¼ of Section 3, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, described as commencing at the N.W. of said NW1/4; thence N88°59'51"E, along the north line of said NW1/4, 1293.62 feet for a place of beginning, said place of beginning being the intersection of the south line of road deeded at Book 433, Page 637 with the north line of said NW1/4; thence continuing N88°59'51"E, along said north line, 955.28 feet to the east right-of-way line of the Wichita and Valley Center East Branch Interception Canal, as condemned in Condemnation Case A-29430; thence S00°45'09"E, along said east right-of-way line, 396.90 feet; thence S74°00'51"W along a right-of-way line of said canal and extended, 527.23 to the point of curvature of a curve to the left having a radius of 533.11 feet, a central angle of 38°32'53", and an arc length of 358.67 feet; thence along said curve 358.67 feet to the point of tangency of said curve, said point being on the west right-of-way line of said canal; thence S35°27'58"W along said west line, 1777.75 feet; thence S33°49'01"W along said west line, 141.28 feet to a point on the east line of I-135 highway right-of-way as condemned in Condemnation Case C-7212-65; thence N00°29'28"W along said east line, 186.91 feet; thence N01°14'40"E along said east line, 660.38 feet; thence N00°29'28"W along said east line, 806.73 feet to the intersection of the east line of said I-135 highway right-of-way and the southerly line of road deeded at Book 433, Page 637; thence N52°05'32"E along said southerly line, 734.88 feet; thence N62°15'32"E along said southerly line, 404.86 feet to the place of beginning, together with that part of the SW1/4 of Section 34, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, described as commencing at the S.W. corner of said SW1/4; thence N88°59'51"E, along the south line of said SW1/4, 1293.62 feet for a place of beginning, said place of beginning being the intersection of the south line of road deeded at Book 433, Page 637 with the south line of said SW1/4; thence N62°15'32"E along southerly line of said road, 150.05 feet; thence N69°46'32"E along said southerly line, 871.41 feet to the east right-of-way line of the Wichita and Valley Center East Branch Interception Canal, as condemned in Condemnation Case A-29430; thence S00°45'09"E, along said east right-of-way line, 354.40 feet to the south line of said SW1/4; thence S88°59'51"W, along said south line, 955.28 feet to the place of beginning.

Legal Description for Exhibit A

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN THE
CITY OF WICHITA AND SEDGWICK COUNTY
AND THE
KANSAS MILITARY BOARD
ON BEHALF OF THE
KANSAS NATIONAL GUARD
IN REGARD TO THE HEARTLAND PREPAREDNESS CENTER

This Memorandum of Understanding (MOA) is entered into between the Governments of the City of Wichita, Kansas and Sedgwick County Kansas, and the Kansas National Guard. (hereinafter "the Parties").

A. Purpose and Scope

1.

2.

B. Authorities

The Parties' responsibilities under the MOA are authorized by state and federal laws and regulations

C. Background

The Parties have a common interest and both strive to implement this cooperative project.

D. Responsibilities

1. **Each Party shall:**

2. **The Kansas Army National Guard shall:**

3. **The City of Wichita and Sedgwick County Kansas shall:**

E. It is Mutually Agreed and Understood That:

1. This MOA will not change or alter requirements by legal authority.

2. This MOA in no way restricts either Party from participating in similar activities with other public or private agencies, governments, organizations, or individuals.

3. An elevation process to resolve any dispute between the Parties regarding a particular practice or activity is in place and consists of first attempting to resolve the dispute with the responsible Office. In the event that there is no resolution by these offices, the dispute may be elevated by either Party to the City Manager of Wichita or The Adjutant General of Kansas.

4. This MOA is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the Parties will be handled in accordance with applicable laws, regulations, and procedures, including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority.

5. The Parties shall schedule periodic meetings to review progress and identify opportunities for advancing the principles of this MOA.

6.. Modifications to the scope of this MOA shall be made by mutual consent of the Parties, through issuance of a written modification, signed and dated by both Parties, prior to any changes.

7. Either Party may terminate this instrument, in whole or in part, at any time before the date of expiration with 180 day notice by providing the other Party with a written statement to that effect.

F. The Principal Contacts For This Instrument Are As Follows:

This MOA is executed as of the last date signed below and expires no later than (X) years thereafter, at which time it is subject to review and renewal, or expiration.

G. Definitions

DEPARTMENTS OF THE ARMY AND THE AIR FORCE
NATIONAL GUARD OF KANSAS
ADJUTANT GENERAL'S DEPARTMENT
DIRECTOR OF FACILITIES ENGINEERING
TOPEKA KANSAS 66611-1287

March 5, 2008

Facilities Master Planner

Jay Hinkle
Assistant City Attorney
City Hall, 13th Floor
455 North Main, Wichita, KS 67202
Manhattan, KS 66502

Dear Mr. Hinkle:

Enclosed are five signed copies of our land lease contract for the Heartland Preparedness Center. Five copies will leave one original for each of the following agencies: City of Wichita, Sedgwick County, Kansas Department of Administration, Kansas National Guard, and the National Guard Bureau.

Please review these contracts. I have made the changes you requested two months ago. All required signatures from the Lessee are complete. I have included only one copy of Exhibit D in this FedEx package because of the bulk. I will reinsert Exhibit D when you return the documents. I will then hand carry to the Department of Administration in downtown Topeka.

Your signing instructions are a bit tedious. I have tried to facilitate the process with tabs. Please have the mayor initial the strike-out paragraphs 7 and 8 (RED TABS). The mayor should then sign twice, the standard lease form and the special provisions (YELLOW TABS). There are signature lines at the last yellow tab for attesting (City Clerk), and approving (City Attorney). Finally, there is a notary signature block (ORANGE TAB).

Please obtain Lessor signatures and return the documents to:

Adjutant General's Department
ATTN: Roland Anderson JFHQKS-LC-DOFE
2800 SW Topeka, Blvd.
Topeka, KS 66611-1287

Please direct any inquiries to Mr. Roland Anderson (phone: 785-274-1147, fax: 785-274-1619, email: roland.anderson1@us.army.mil).

Sincerely yours,

Roland E. Anderson
Facilities Master Planner

Exhibit D

DEPARTMENTS OF THE ARMY AND THE AIR FORCE
NATIONAL GUARD OF KANSAS
ADJUTANT GENERAL'S DEPARTMENT
DIRECTOR OF FACILITIES ENGINEERING
131 SOUTHWEST 27TH STREET
TOPEKA, KS 66611-1159

AGKS-DOFE-E (200-1)

6 October 2002

MEMORANDUM FOR NGB-ARE-C (MAJ Goldsmith), 111 South George Mason Drive, Arlington, VA 22204-1382

SUBJECT: Phase I ESA and EBS Checklist for Consolidated Readiness Center/OMS

1. Please find enclosed a Phase I Environmental Site Assessment (ESA) and a completed Environmental Baseline Survey (EBS) Checklist for the Consolidated Readiness Center/OMS Military Construction Project in Wichita, Kansas (Project Number 20063). This Phase I ESA is being used by this office in place of an EBS to assess the current environmental conditions at this location.

2. This facility will be constructed on a site approximately 42 acres in size that is currently vacant and owned by the City of Wichita. Originally this property was used for agricultural purposes, and later was used for oil production. The Phase I ESA not only considered the environmental impacts of these past uses of the property, but also assessed the potential environmental impacts of surrounding businesses and activities on this property as well.

3. The Phase I ESA, as well as subsequent discussions with the researchers, reflected no adverse environmental conditions at this location or associated with the previous uses of this property. After reviewing this report and conducting a visit to the site, we find no environmental conditions that would prevent this project from moving forward. As such, this office will complete the appropriate NEPA documentation and submit it to NGB-ARE for review and approval.

4. If you have any questions, please feel free to contact me by telephone at (785) 274-1151 (DSN 720-8151) or by e-mail at tony.randall@ks.ngb.army.mil, or Mr. Steve Mechels, KSARNG State Environmental Specialist, at (785) 274-1152 (DSN 720-8152) or by e-mail at steve.mechels@ks.ngb.army.mil.

FOR THE DIRECTORATE:

ANTHONY S. RANDALL, PH.D.
CPT, MS, KSARNG
Environmental Program Manager

Enclosures

EBS QUESTIONNAIRE

QUESTIONS

Number	Federal Liability Concerns	YES	NO	N/A	UKN
A1	Have there been any federal or state enforcement actions against the facility?		X		
A2	Are there any pending enforcement actions against the facility, its owner, or operator?		X		
A3	Has the owner or operator entered into any consent decrees or administrative consent orders?		X		
A4	If so, have these decrees or orders provided a full release from liability?				
A5	Has the property or adjoining property been used for gas station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junk yard or landfill, or a waste treatment storage, disposal, processing, or recycling facility?	X			
A6	Does seller's business involve the use, treatment, storage, or disposal of hazardous substances?		X		
A7	Have there been any citizen suits filed against the facility, owner, or operator?		X		
A8	Have there been any regulator warning letters or administrative orders against the facility, owner, or operator?		X		
A9	Have there been any notices of violation, consent orders, or consent decrees sent to the owner or operator under the citizen suit provisions of any statute?		X		
A10	Do any settlement agreements with the government or private parties leave the owner or operator open to subsequent suits on the same issues?			X	
A11	Can the facility incur future liability through non-compliance with the above orders or decrees?			X	
A12	Has the owner or operator received any Requests for Information, Notice and Demand letters or administrative inquires from any governmental entity with regard to its environmental practices?		X		
A13	Has an "imminent hazard" ever been alleged to exist at the site?		X		
A14	Has the owner or operator not maintained all records required by each environmental statute?		X		
A15	Is the facility out of compliance with any environmental permits?		X		
A16	Do past practices leave the owner or operator open to citizen suits or government enforcement actions?		X		
A17	Has the facility undergone any environmental audits/inspections?	X			
A18	Have audit/inspection deficiencies gone uncorrected?		X		
A19	Have any claims been made under the companies' insurance policies?		X		
A20	Is the company in violation of laws that require insurance policies to cover environmental contingencies?		X		
A21	Is the property adjacent to or on an abandoned mining site?		X		
A22	Is the property adjacent to railroad tracks or underground pipes?	X			
A23	Is the property part of or adjacent to an oil or gas producing property?		X		
A24	Are there any environmental liens or governmental notification relating to past or recurrent violations of environmental laws?		X		

Number	Clean Air Act	YES	NO	N/A	UKN
B1	Does the facility emit air pollutants into the environment?		X		
B2	Is the facility a type for which new standards of performance (NSPS) have been promulgated? See 40 C.F.R. Part 60 for a list of new source categories and applicable standards.		X		
B3	Is the facility in violation or has the facility been in violation of the NSPS or the permit?		X		
B4	Is the facility located in a nonattainment area?		X		
B5	Will the facility be subject to maximum attainable control technology (MACT)?		X		
B6	Is a capital expenditure required to meet the requirements of emissions reductions in the new Clean Air Act, i.e., is the facility required to reduce emissions because it is in a non-attainment area?		X		
B7	Does the facility incinerate any wastes of any kind?		X		

Number	Radon	YES	NO	N/A	UKN

C1	Were the results of an EPA short term radon test performed in the basement above 4pCi/l or 0.02 WL?			X	
C2	Is there evidence that nearby structures have elevated indoor levels of radon or radon progeny?			X	
C3	Have local water supplies been found to have elevated levels of radon or radium?		X		
C4	Is the property located on or near sites that currently are or formerly were used for uranium, thorium or radium extraction or for phosphate processing?		X		
C5	Were the structures constructed from salvaged material from oil wells or other structures characteristic of high radon levels?			X	
	Note: A property may be acceptable for radon if guidelines in AR 200-1, Chapter 11 are met.				

	Clean Water Act	YES	NO	N/A	UKN
D1	Does the facility discharge pollutants into the waters of the state or onto land from which pollutants could enter such waters?		X		
D2	Even if the discharge was permitted by the state, is there any basis upon which EPA might challenge the variance or exemption as abdicating the state's responsibilities?			X	
D3	Are there or has there been any flooring, drains, or walls that are stained by substances other than water or are emitting foul odors?			X	
D4	Do the discharge monitoring reports (DMRs) indicate violations of the permit? Have DMR's gone unsubmitted?			X	
D5	Are there any septic tanks, sumps from floor drains, or below-ground oil-water separators?			X	
D6	Have any toxic or hazardous pollutants ever been spilled or otherwise released at the site?		X		
D7	Is there cause to believe that any operation or equipment at the facility might be the cause of a future spill or release of a pollutant?		X		
D8	Has the facility neglected to apply for necessary facility NPDES storm water discharge permits?			X	
D9	Has there been any road oiling done on the facility?				X
D10	Are there any equipment cleaning stations?		X		
D11	Are there sinkholes, abandoned manholes, abandoned sewer lines or other aquifer access points?		X		
D12	Are there any oily sheens on the surface water or unusual odors?		X		
D13	Can the facility's Clean Water Act permits be easily transferred?			X	
D14	Are permits required to discharge into the WWTF?	-		X	
D15	Will a new or modified permit be necessary for an expansion of operations?		X		
D16	Are there any visual evidence of wells?	X			
	Pressure tanks?		X		
	Pipes that extend vertically into the ground?	X			
	Above-ground pump heads?		X		
	Small sheds or shelters (sometimes resembling dog houses)?		X		
	Electrical transformers on poles for no other apparent use (especially in agricultural settings)?	X			
	Concrete pads surrounding a pipe or opening?		X		
	Depressions in the ground?		X		
	Small lined or unlined pits?		X		
	Simple holes in the ground?		X		
D17	Are there any non-permitted storm water discharges?		X		
D18	Does the adjacent property discharge waste water on to evaluated property?		X		
D19	Does the evaluated property discharge waste water on or adjacent to the property?		X		

	Comprehensive Environmental Response, Compensation and Liability Act	YES	NO	N/A	UKN
E1	Has the facility ever generated, transported, or disposed of a hazardous substance as defined by Section 9601(14) of CERCLA?		X		
E2	Are any of the facility wastes disposed of in a manner which would create a release or a threat		X		

	of release prompting future enforcement or private cost recovery actions?				
E3	Has the operator/owner ever notified the National Response Center of a reportable quantity release of a hazardous substance into the environment?		X		
E4	Is the owner/operator currently subject to any administrative orders under section 106 of CERCLA, and has it properly complied with all orders issued in the past?		X		
E5	Has the owner/operator received any section 104(e) letters from EPA requesting information concerning material sent to sites listed on the National Priorities List?		X		
E6	Has the company failed to develop a complete history of its past disposal practices, including production of all waste manifests, shipping records, disposal contracts, etc., to determine potential liability under CERCLA?		X		
E7	Has the facility failed to comply with the Emergency Planning and Community Right to Know Act?		X		
E8	Has the company received any notice from adjoining landowners, other potentially responsible parties, or waste disposal facilities that it is responsible under section 107 for cleanup costs or contribution?		X		

Number	Resource Conservation and Recovery Act	YES	NO	N/A	UKN
F1	Does the facility generate, treat, store, transport, or dispose of hazardous waste?		X		
F2	Does the facility accumulate hazardous waste for periods in excess of 90 days?		X		
F3	Does the facility hold a RCRA permit or EPA Waste Generator Number?		X		
F4	Is the facility out of compliance with applicable RCRA regulations?		X		
F5	Has there been any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries or any other waste materials been dumped above grade, buried and/or burned on the property?	X			
F6	Has fill material been brought onto the property that originated from a contaminated site?		X		
F7	Has there been any pesticides, paints or other chemicals in individual containers stored on or used at the property or facility?				X
F8	Has an imminent and substantial endangerment ever been alleged to be present at the site?		X		
F9	Has an audit been conducted at this facility to determine RCRA compliance?			X	
F10	Has an inventory been taken to determine the amount and location of underground storage tanks at the facility?	X			
F11	Are there any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground?		X		
F12	Do existing tanks meet all requirements, i.e., financial assurance, leak detection, spill protection, overflow?			X	
F13	Are there any petroleum storage and/or delivery facilities (including gas stations) or chemical manufacturing plants located on adjacent properties?		X		
F14	Are there any active underground or above ground tank facilities on-site for such activities as motor fuel, waste oil or fuel oil storage, hazardous waste or chemical storage in any size?		X		
F15	Have any of the tanks that are more than 10 years old NOT been successfully tested for leaks.			X	
F16	Are there any deactivated USTs on the property?		X		
F17	Are there any hydraulic lift sumps for equipment?		X		
F18	Are there any lead screening tests that indicate evidence of lead-based paint?			X	
F19	Was the building constructed prior to 1979?			X	
F20	Is the paint peeling or chipping?			X	

Number	Toxic Substances Control Act	YES	NO	N/A	UKN
	Note: Common synonyms/names for PCBs include chlorodiphenyls, Aroclor, Askarel, Pyranol and Inerteen.				
G1	Did the facility manufacture, process or distribute in commerce any chemical substances regulated by TSCA?		X		
G2	Have adverse consequences been alleged to have been caused by exposure to chemical substances produced by the facility?		X		

G3	Does the company have PCBs on site?		X		
G4	Is there a need for a comprehensive PCB survey?		X		
G5	Has the facility failed to comply with all asbestos reporting requirements?		X		
G6	Are there any florescent light ballasts containing PCBs in the building?			X	
G7	Is there any visible or documented evidence of soil or groundwater contamination from PCBs on the property?		X		
G8	Is there evidence of soil discoloration around present or former equipment sites, utility poles, etc.?		X		
G9	Are any of the lights damaged or leaking?			X	
G10	Are any of the capacitors or transformers inside residential buildings?			X	
G11	Are any of the transformers or capacitors not clearly marked, well maintained, or secure?			X	
G12	Have PCB concentrations of 50 ppm or greater been found in contaminated soils or groundwater?		X		
G13	Is there any evidence of hydraulic fluid leaks on lifts installed prior to 1980?		X		
	Note: Additional PCB containing materials: carbonless copy paper, brake linings, printers ink, synthetic rubber, natural gas (as a contaminant), microscopy mounting media, fabric coatings, and cutting oils.				

H1	Has there been a discharge of any substance or material at the facility which might find its way into a public water system?		X		
H2	Is the property served by a private/non-public water system that has been found to have contaminants in quantities that exceed drinking water guidelines or has it been designated as contaminated?		X		
H3	Does the drinking water at the facility contain lead at levels above 10 ppb?			X	

I1	Was the building constructed prior to 1980?			X	
I2	Has the building been inspected by a certified asbestos removal team since 1980 for the presence of ACM?			X	
I3	Has all friable asbestos been removed or contained so that it does not create the potential for human exposure?			X	
I4	Does the site survey reveal any visible evidence of possible ACM? (boiler insulation, floor tiles, building siding, shingles, roofing felt, wall and ceiling insulation, acoustical ceiling tiles, window putty, fuse boxes, heat reflectors, air duct lining)		X		
I5	Is there any documented evidence of asbestos? (tests, surveys, management plan, etc.)		X		

J1	Has there been or is there any pits, ponds, or lagoons associated with waste treatment or disposal?		X		
J2	Is there any evidence of acid pits located on or adjacent to the site?		X		
J3	Is it likely the property was used for illegal or uncontrolled dumping?	X			
J4	Are there any obvious high risk neighbors in adjacent properties engaged in producing storing or transporting hazardous wastes, chemicals, or substances?	X			
J5	Was the site ever used for research, industry, or military purposes?		X		
J5	Has any of the site space ever been leased to commercial tenants who are likely to have used, transported, or disposed of toxic chemicals? (e.g. dry cleaner, print shop, service stations, etc.).		X		

K1	Do the tenant areas contain Urea Formaldehyde Foam Insulation (UFFI) that was installed less than a year ago?			X	
K2	Is there any identifiable UFFI behind exterior-wall switch and outlet cover plates?			X	
K3	Are there any elevated formaldehyde concentrations?			X	

K4	Did interviews indicate the presence of UFFI?			X	
K5	Are there any citizen complaints or local law enforcement responses to unexploded munitions (UXO)?		X		
K6	Has the property ever been suspected to contain or been used for military chemical/biological testing?		X		
K7	Has the Army Technical Escort Unit or Army Corps of Engineers responded to UXO or chemical test kits incidents?		X		
K8	Do any of the building structures have cannec (made from sugar cane waste) building materials?			X	
K9	Are there any small arms test ranges that have been used to perform function checks on serviced weapons?		X		
K10	Are there any ranges, impact areas, berms, maneuver areas, training areas, OB/OD areas present on the facility?		X		
K11	Is there evidence of any "red dust" (arsenic) from cannec materials?		X		
K12	Is there documented evidence that Electromagnetic Radiation (EMF) is present on the property?		X		

Number	Natural and Cultural Resources	YES	NO	N/A	UKN
L1	Does the site have any known or potential federal or state threatened & endangered species?		X		
L2	Has an Endangered Species Survey been completed for the area?	X			
L3	Have there been any Biological, Historical, Cultural, Soil, or Aquatic surveys of the site?	X			
L4	Does the site have any erosion problems, I.e. bare areas, gullies, runoff during major storm events?		X		
L5	Does the site have an Integrated Natural Resources Management Plan (IMRMP)?			X	
L6	Have planning level natural resources surveys been conducted on the site (including soils, flora, fauna, wetlands)?		X		
L7	Does the site currently have commercial natural resource activities (timber, agricultural, grazing outleases)?		X		
L8	Do NEPA documents exist that address/suthorize natural resource management activities?		X		
L9	Has a noxious weed survey been completed for the area?				X
L10	Are there any buildings or structures older than 50 years old on the property?		X		
L11	Are there any archeological sites on the property?		X		
L12	Is there a Cultural Resources Management Plan inplace for the site?		X		
L13	Are there any known sites of importance to Native American tribes?		X		
L14	Is there a memorandum of agreement or programmatic agreement addressing cultural resources in place?	X			
L15	Have invasive, non-native plant species been identivfied on the property?				X
L16	Has there been a wetland survey for the site?				X
L17	Are there any planned projects to create wetlands on this site?		X		
L18	Are there any planned uses for this site that may impact existing wetlands?		X		
L19	Are there any completed or in progress Environmental Assessments and/or Environmental Impact Statements?		X		
L20	Was the proposed real estate transaction found to have "FNSI" or a "ROD"?			X	
L21	Has a Pest Management Plan been completed for the site?		X		
L22	Does the site have any major pest problems (insects, invasive plants, animals, pathogens, rodents, et cetera)?		X		

GENERAL ENVIRONMENTAL SEARCH	YES	NO	N/A	UKN
Do any of the following Federal government record systems list the property or any property within the the circumference of the area noted below:				
National Priorities List - within 1.0 mile (1.6Km)?	X			
CERCLIS List - within 0.5 mile (0.8 Km)?	X			
RCRA TSD Facilities - within 1.0 mile (1.6 Km)?		X		
Do any of the following state record systems list the property or any property within the circumference of of the area noted below:				
List maintained by state environmental agency of hazardous waste sites identified for investigation	X			

or remediation that is the equivalent to NPL - within 0.5 mile (1.6 Km)?	X			
List maintained by state environmental agency of sites identified for investigation or remediation that is the state equivalent to CERCLIS - within 0.5 mile (0.8 Km)?		X		
Leaking Underground Storage Tank (LUST) List - within 0.5 mile (0.8 Km)?		X		
Solid Waste/Landfill Facilities - within 0.5 mile (0.8 Km)?		X		
Based on fire insurance maps or consultation with the local fire department, are there any buildings or other improvements on the property or adjoining property identified as having been used for an industrial use or uses likely to lead to contamination of the property?				

The preparer of the transaction screen questionnaire must complete and sign the following statement.

This questionnaire was completed by:

Name: Anthony Randall

Title: Environmental Program Manager

Firm: KSARNG

Address: ATTN: AGKS-DOFE-E 131 SW 27th Street, Topeka, KS 66611

Phone number: (785) 274-1151

Date:5 October 2002

If the preparer is different than the user, complete the following:

Name of user:

User's address:

User's phone number:

Preparer's relationship to site:

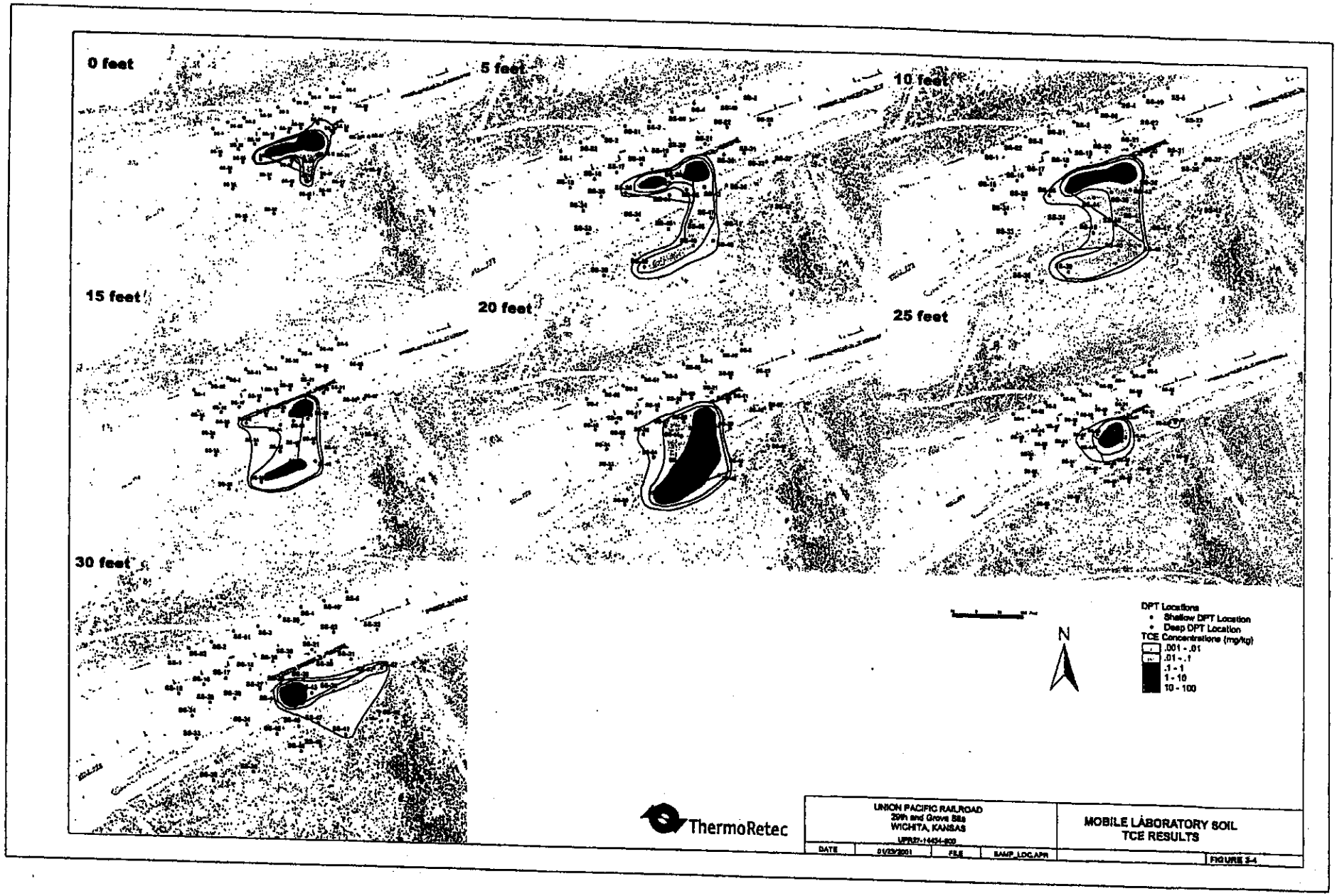
Preparer's relationship to user:

Copies of the completed questionnaire have been filed at:

Copies of the completed questionnaire have been mailed or delivered to: National Guard Bureau

Preparer represents that to the best of the preparer's knowledge the above statements and facts are true and correct and to the best of the preparer's actual knowledge no material facts have been suppressed or misstated.

Signature: Date: 5 OCT 02


0 feet
5 feet
10 feet
15 feet
20 feet
25 feet
30 feet
N
DPT Locations
Shallow DPT Location
Deep DPT Location
TCE Concentrations (mg/kg)
.001 - .01
.01 - .1
.1 - 1
1 - 10
10 - 100
ThermoRetec
UNION PACIFIC RAILROAD
29th and Grove Site
WICHITA, KANSAS
DATE
FILE
MOBILE LABORATORY SOIL
TCE RESULTS
FIGURE 3-4

DEPARTMENTS OF THE ARMY AND THE AIR FORCE
NATIONAL GUARD OF KANSAS
ADJUTANT GENERAL'S DEPARTMENT
DIRECTOR OF FACILITIES ENGINEERING
131 SOUTHWEST 27TH STREET
TOPEKA, KS 66611-1159

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project Title: Consolidated Readiness Center/OMS (Project Number 200637)

Project Location: Wichita, Kansas

Project Description: Construct a new Readiness Center with an OMS in Wichita, Kansas. The facility will replace two armories and a detached OMS currently in use in Wichita, and will be constructed on unused property currently owned by the City of Wichita.

Anticipated dates or duration of proposed action: Three years (10/02 – 12/06)

Reason for using Record of Environmental Consideration:

This project is categorically excluded under the provisions of AR 200-2, Appendix A, CX Construction and Demolition #1 (construction of an addition to an existing structure or facility, and new construction on a previously developed site or on a previously undisturbed site if the area to be disturbed has no more than 5.0 cumulative acres of new surface disturbance) , and no extraordinary circumstances exist as defined in paragraph 4-3, because the construction will take place on property that has been previously disturbed by a variety of activities, including agricultural uses and development as an oil wellfield.

CPT Anthony Randall Environmental Program Manager	**COL James Stewart** Construction and Facilities Manager	Project Proponent
26 Aug 02 Date	26 AUG 02 Date	26 Aug 02 Date

ARNG ENVIRONMENTAL CHECKLIST

(Complete entire checklist for Innovative Readiness Training)

PART A – BACKGROUND INFORMATION

1. STATE/ORGANIZATION	Kansas Army National Guard	2. SERVICE COMPONENT	ARNG

3. MAILING ADDRESS: 2800 SW Topeka Blvd. Topeka, KS 66611

4. CONTACT INFORMATION

NAME OF PROPONENT/UNIT: Directorate of Facilities Engineering

ADDRESS OF UNIT: 131 SW 27th Street, Topeka, KS, 66611

POC:LTC Les Gellhaus	VOICE COMMERCIAL	(785) 274 -113	VOICE DSN	720-8136
	FAX COMMERCIAL	(785) 274-1619	FAX DSN	720-8619
	E-MAIL ADDRESS	les.gellhaus@ks.ngb.army.mil		

5. NAME OF PROPOSAL: Construction of Wichita Readiness Center	**6. PROJECT NUMBER: 20063**	**7. DATE CHECKLIST COMPLETED: 15 AUG 02**

8. START DATE: 1 OCT 02	9. END DATE: 1 DEC 06	

10. PROJECT ADEQUATELY ADDRESSED UNDER A SEPARATE ENVIRONMENTAL REVIEW	☐YES	☒NO

If YES, give document title, name of review agency and date of review. Attach a copy of decision document(s).

PART B – REQUESTOR INFORMATION
(Only Complete If Innovative Readiness Training Project)

1. REQUESTER NAME		TITLE	
2. AGENCY NAME			

3. AGENCY ADDRESS:

4. CONTACT INFORMATION	VOICE COMMERCIAL		VOICE DSN	
	FAX COMMERCIAL		FAX DSN	
	E-MAIL ADDRESS			

5. AGENCY TYPE	FEDERAL	STATE	LOCAL/MUNICIPALITY	YOUTH/CHARITABLE
SPECIFIC GROUP				

6. TYPE OF SUPPORT REQUESTED	☐ENGINEER	☐TRANSPORTATION	☐TECHNICAL ASSISTANCE	☐LOGISTICAL
☐COMMUNICATION	☐ ADMINISTRATIVE	☐CEREMONIAL	☐PARADE	☐OTHER (SPECIFY)

7. PROJECT SCOPE (Describe the requirements of the project):

8. PROJECT ADDRESSED UNDER A SEPARATE ENVIRONMENTAL REVIEW	☐YES	☐NO

If YES, give document title, name of review agency and date of review. Attach a copy of the decision document(s).

PART C – NATIONAL GUARD PROJECT ASSESSMENT (Completed by National Guard)
(Only Complete If Innovative Readiness Training Project)

1. UNIT ASSIGNED PROJECT		SERVICE COMPONENT	

2. UNIT ADDRESS:

3. PROJECT OFFICER (Name/Rank)

4. DATE SITE VISIT CONDUCTED

5. PROJECT ASSESSMENT (Give detail assessment of project requirements, review project requirements against the screening criteria in Appendix A to AR 200-2. If the project qualifies for Categorical Exclusion, indicate the Exclusion Number)

6. ESTIMATED NUMBER OF HOURS REQUIRED TO COMPLETE PROJECT		7. NUMBER OF PERSONNEL REQUIRED TO COMPLETE PROJECT	OFFICER	ENLISTED

PART D – HISTORICAL INFORMATION

1. Is the agency undergoing, or undergone, legal action for NEPA related issues?	☐YES	☒NO
If YES, explain the grounds for the complaint and the outcome.		
2. Has the National Guard conducted training or accomplished construction on this site previously?	☐YES	☒NO
If YES, explain what, when and current operations.		
3. Environmental setting including present and past use of the proposed site, attach an *Environmental Baseline Study* (EBS) for all real estate transactions, if applicable. Proposed site is on currently undeveloped land. This land in the past was used for agricultural purposes and also at one time currently contained a number of oil wells. These wells have been closed.		
4. Are there any known contentious environmental issues currently associated with the site?	☒YES	☐NO
If YES, explain fully. Example – *Currently conducting formal consultation with the Fish & Game Wildlife Service.* The plume from a toxic waste spill is believed to extend under the site. An Environmental Phase 1 survey is currently under way.		
5. Has the proposed type of equipment (tracked or wheeled vehicles) been operated on the site before?	☒YES	☐NO
If NO, what NEPA documentation covers the new action? Provide date, preparing agency, title, and copy (upon request).		

PART E – DESCRIPTION OF PROPOSED PROJECT/ACTION
(INCLUDE A TOPOGRAPHICAL MAP WITH THE SITE CLEARLY MARKED)

1. The proposed action will involve (X all that apply)	Training activities/areas ☒	Construction ☒	Lease or License ☒
Maintenance/Repair/Rehabilitation ☐	Reorganization/Restationing ☐	☐Environmental Permits/Inspections	Preparation of an Environmental Baseline ☒Study
☐Other (Explain)			

2. Has any related real estate action been addressed in a separate environmental document within the last 5 years?	☐YES	☒NO
If YES, give the document title and date.		
3. Description and location of proposed project site. Site is located in Wichita, E. of I-135 HWY and S. of E. 29th St. Lat/Lon (WGS-84): 37.735903 N -97.313739 W		
4. How is site currently zoned? (Example: *commercial, residential, park, etc)* Commericial		
5. What are the surrounding area land uses and settings? Briefly describe the economic, as well as, the current land use. Is the site the only undeveloped land in the immediate area, is it used by the local residents/inhabitants for recreation? EXPLAIN – Examples: part of an industrial park, airport, etc. N of site is municipal fishing lake; W and SW of site is commercial and railroad property; S and W of site is residential and recreational (park)		

6. Provide distances to environmental sensitive areas (List the sites by type and distance – feet, yards, miles.)

TYPE	DISTANCE	TYPE	DISTANCE
a. Wetlands	300m	f. Wild/Scenic Rivers	n/a
b. Wilderness Area	n/a	g. Coastal Zones	n/a
c. Class I, Air Control Area	n/a	h. Floodplain	n/a
d. Sole Source Aquifer	n/a	i. Other	n/a
e. Unique Farmland	n/a	j.	

PART F – ENVIRONMENTAL IMPACT ANALYSIS

(Explanations and/or planned mitigation of all YES answers required.)

1. AIR

a. Is this proposed action in a NON-ATTAINMENT Area? *(Check with Environmental Office or State Air Quality Office.)*	☐YES	☒NO
b. Will this proposed action produce air emissions, introduce smoke, dust, suspended particles or noxious gases into the air, which will deteriorate air quality?		
Example: *The increased traffic at a specific location may cause increased air emissions.* During construction	☒YES	☐NO
During normal operations, after construction completed	☐YES	☒NO
c. Will this proposed action create objectionable odors or smoke?		
During construction	☐YES	☒NO
During normal operations, after construction completed	☐YES	☒NO
d. Will this proposed action particulate or cause dust to migrate beyond project site boundaries?		
During construction	☒YES	☐NO
During normal operations, after construction completed	☐YES	☒NO
e. Will this proposed action require permits IAW a *States Implementation Plan (SIP)* for stationary sources such as heating/cooling plants?		
During construction	☐YES	☒NO
During normal operations, after construction completed	☐YES	☒NO
f. Will this proposed action expose sensitive receptors (threatened/endangered plant/animals, children) to pollutants? Give name/type.		
During construction	☐YES	☒NO
During normal operations, after construction completed	☐YES	☒NO

2. TRAFFIC.

a. Will the result of this proposed action result in generation of or increase in aircraft activity or traffic?	☐YES	☒NO
If YES, state the number of sorties, type of aircraft, altitude, and schedule of flights.		
b. Will the result of this proposed action result in generation of or increase in vehicular movement or traffic?	☒YES	☐NO
If YES, explain. This building will serve as combined Readiness Center/OMS for 5 KSARNG units. This will result in some additional traffic during normal business hours M-F and during drill weekends.		
c. Will this proposed action use and/or construct unimproved roads? During construction	☐YES	☒NO
During normal operations, after construction completed	☐YES	☒NO

3. NOISE.

a. Will this proposed action increase noise levels? During construction	☒YES	☐NO
During normal operations, after construction completed	☐YES	☒NO
b. Is this proposed action close to any civilian community where noise might affect the population?	☐YES	☒NO

Noise Sensitive Area	Distance to Project Site	Noise Sensitive Area	Distance to Project Site
(1) Residence/Homes	500m	(6) Wilderness Area	n/a
(2) Church	1000m	(7) Other	n/a
(3) School	n/a	(8)	
(4) Hospital	n/a	(9)	
(5) Library	n/a	(10)	

c. Will this proposal involve aircraft?	☐YES	☒NO
If YES, specify minimum altitudes; no fly area(s), and flight times for aircraft operations.		
d. Will this proposal involve night (10 p.m. – 7 a.m.) operations? During construction	☐YES	☒NO
During normal operations, after construction completed	☐YES	☒NO

4. EARTH.

a. Will this proposal result in long-term disruptions, displacements, compaction or overcoming of the soil, permanent change in topography or ground surface relief features? If YES, explain. Some existing soil will be covered by the building and related parking areas.	☒YES	☐NO

b. Will this proposal result in long-term increase in wind or water erosion of soils, either on or off the site after construction?	☐YES	☒NO
If YES, describe.		
5. NATURAL RESOURCES. (You must submit a letter, survey, study, explanation or phone record from a SUBJECT MATTER EXPERT within the ARNG Environmental office or a Federal or State regulatory/managing agency to support all answers in this section.)		
a. Will this proposal change the diversity of species, or numbers of any species of mammals, birds, reptiles, amphibians, and fish or plants including trees, shrubs, grass, crops, microflora, or aquatic plants? If YES, explain how.	☐YES	☒NO
b. Will this proposal introduce non-native species of animals or plants into an area? If YES, explain how.	☐YES	☒NO
c. Will this proposal reduce the numbers of any listed, proposed or candidate for the threatened, unique, rare, or endangered species of plants or animals or its habitat? If YES, explain how.	☐YES	☒NO
d. Will this proposal create barriers to prevent the migration or movement of animals? If YES, explain how.	☐YES	☒NO
e. Will this proposal deteriorate, alter or destroy existing fish or wildlife habitat? If YES, explain how.	☐YES	☒NO
f. Will this proposal deplete any non-renewable natural resource (minerals, artifacts, etc)? If YES, explain what and how.	☐YES	☒NO
g. Will this proposal alter, destroy, or significantly impact environmentally sensitive areas (wetlands, prime farmland, coastal zones, etc)? If YES, explain what and how.	☐YES	☒NO
6. LAND USE.		
a. Will this proposal alter the present land use of the site, i.e. park to parking lot? If YES, explain how.	☒YES	☐NO
Previously disturbed land (currently unused and undeveloped) will be the site for a building and and related parking.		
b. Property Ownership? ☐ Federal/DOD Owned ☐ State Owned ☒County/Town/City Owned ☐ Privately Owned		
☐ Other		
c. Does the project proposal involve a real estate action?	☒YES	☐NO
(1) Has an Environmental Baseline Survey been completed?	☒YES	☐NO
(2) Does the proposed action require an increase of acreage/amendment to an existing lease or license?	☐YES	☒NO
(3) Require new purchase of additional acres using Federal, State or other funds? If YES, specify how many acres.	☐YES	☒NO
(4) Require a new lease, license, and/or land use permit for this acquisition?	☐YES	☒NO
(5) Will the proposed action replace or dispose of existing facilities?	☒YES	☐NO
For any YES, explain how. (Indicate item number first, then give explanation.) #1. EBS attached; #2. Proposed Readiness Center will consolidate 2 armories and 1 OMS		
7. HAZARDOUS MATERIAL/WASTE DISPOSAL.		
a. Will the proposed action generate hazardous waste? During construction	☐YES	☒NO
During normal operations, after construction completed	☒YES	☐NO
b. Will the proposed action generate, store, and/or prepare for the disposal of hazardous waste or materials?		
During construction	☐YES	☒NO
During normal operations, after construction completed	☒YES	☐NO

c. Does the proposed action require a permit to accumulate hazardous material/waste at the site?		
During construction	☐YES	☒NO
During normal operations, after construction completed	☐YES	☒NO
d. Does the proposed action have an increased risk for explosion, spill or release of hazardous materials/waste including, but not limited to pesticides, chemicals or radiation?		
During construction	☒YES	☐NO
During normal operations, after construction completed	☒YES	☐NO
e. Do you have a plan describing procedures for the proper handling, storage, use, disposal, and cleanup of hazardous and/or toxic materials?		
If NO, is there a need for detailed procedures? Explain. During construction	☒YES	☐NO
During normal operations, after construction completed	☒YES	☐NO
f. Will this proposed action require the presence of trained hazmat personnel to handle and dispose of hazardous and toxic materials/waste?		
During construction	☐YES	☒NO
During normal operations, after construction completed	☒YES	☐NO
g. Will this proposed action generate solid waste, which must be disposed of either on or off site?		
During construction	☒YES	☐NO
During normal operations, after construction completed	☒YES	☐NO
h. Will this proposed action involve the opportunity for hazardous minimization and recycling?		
During construction	☒YES	☐NO
During normal operations, after construction completed	☒YES	☐NO

8. WATER.

a. Will the proposed action change currents, or the course or direction of water movements, in either marine or fresh waters?	☐YES	☒NO
If YES, explain how.		
b. Will this proposed action discharge [sediments, liquids or solid waste] into surface waters, or alter the surface water quality?		
During construction	☐YES	☒NO
During normal operations, after construction completed	☐YES	☒NO
c. Will this proposed action change the quantity and/or quality of ground waters, either through direct additions or withdrawals, or	☐YES	☒NO
through interception of an aquifer by cuts or excavations? If YES, explain how.		
d. Does this proposed action have the potential to accidentally spill hazardous or toxic material near or in a body of water?		
During construction	☒YES	☐NO
During normal operations, after construction completed	☒YES	☐NO
e. Does this proposed action have the need for spill prevention and contingency measure development? (SPCC and/or ISCP)		
During construction	☐YES	☒NO
During normal operations, after construction completed	☐YES	☒NO
f. Will this proposed action construct facilities or implement actions within floodplains and/or wetlands? Attach appropriate (404) permits.		
During construction	☐YES	☒NO
During normal operations, after construction completed	☐YES	☒NO
g. Does this proposed action require a discharge permit?	☐YES	☒NO
h. Does this proposed action involve the construction of a water or wastewater treatment system (oil water separators, grease traps, etc)?	☒YES	☐NO
If YES, explain. OMS shop will require a wash rack and oil/water seperator.		

9. CULTURAL RESOURCES

a. Has the proposed site, at which the ground disturbing action will take place, been surveyed for cultural resources?	☒YES	☐NO
Explain when the survey will take place or what agreement has been made with the State Historical Preservation Office (SHPO). City of Wichita has consulted with SHPO and gone through Sec. 106 review. Although there is the possibility of prehistoric indian sites in the area, surveys have not found any. SHPO has approved construction as long as they are immediatley contacted regarding any possible discoverys.		

b. Will this proposed action change the character or use of any historical property eligible for or listed in the National Register of Historic Places? (i.e. historical buildings, structures, cemeteries, archeological sites, burial grounds etc).	☐YES	☒NO
If YES, have you consulted with the State Historic Preservation Officer for compliance with Section 106 of the National Historic Preservation Act? Explain any significant findings.	☐YES	☐NO
c. Will the proposed action impact any resource of significance to a Native American Tribe? If Yes, Describe the Resource and the impact on it.	☐YES	☒NO
d. Do you have a Federally Recognized Tribe(s) located or Culturally affiliated to your state?	☒YES	☐NO
If Yes, Have you started Consultation with the Tribe(s)? If No, Explain the plan to begin consultation and when it will begin.	☒YES	☐NO

10. POPULATION.

a. Will this proposed action alter the location, distribution, density, or growth rate of the human population of an area?	☐YES	☒NO
If YES, explain how.		
b. Will this proposed action affect children? Refer to Executive Order (EO) 13045. During construction	☐YES	☒NO
During normal operations, after construction completed	☐YES	☒NO
c. Is there any Environmental Justice issues associated with this proposed action as defined by EO 12898?	☐YES	☒NO
If YES, explain the issues.		

11. UTILITIES.

Will the proposed action result in a need for new systems, or substantial alterations to the following utilities? Explain all YES answers.		
a. Electrical power, fossil fuel or other (specify):	☐YES	☒NO
b. Drinking water?	☐YES	☒NO
c. Wastewater treatment? (Is this permitted at the site?)	☐YES	☒NO
d. Sewer collection system? (Is this permitted at the site?)	☐YES	☒NO
e. Wash racks?	☒YES	☐NO
f. Solid waste disposal? (Is this permitted at the site?)	☐YES	☒NO
E. OMS will require a wash rack		

PART G - DETERMINATION		
1. Does this proposed action have the potential to degrade the quality of the environment, or curtail the diversity of the environment?	☐YES	☒NO
2. Does this proposed action have the potential for cumulative impact on environmental quality when effects are combined with those of other Federal/State actions or when the action is of lengthy duration?	☐YES	☒NO
3. Does this proposed action have environmental effects which will cause substantial adverse effects on human or the natural environment either directly or indirectly?	☐YES	☒NO

A YES response to any of these questions requires the preparation of 1 of the following. On the basis of this initial evaluation, prepare (CHECK ONE) –

☐	An ***Environmental Baseline Survey (EBS)*** and a new checklist once the EBS is completed.
☒	A ***Record of Environmental Consideration (REC).***
☐	An ***Environmental Assessment (EA).***
☐	***Notice of Intent (NOI)*** to prepare an ***Environmental Impact Statement.***

SIGNATURE OF PROPONENT (REQUESTER)

CONCURRRENCE:

Director, Environmental Programs

Eric D. BLANKENSHIP
PRINTED NAME OF PROPONENT (REQUESTER)

Anthony Ramsay CPT, MS
PRINTED NAME/RANK OF DIRECTOR

DATE SIGNED: 26 Aug 02

DATE SIGNED: 23 Aug 02

REMARKS:

RECORD OF ENVIRONMENTAL CONSIDERATION

1. Project Number and Title	20063--Consolidated Readiness Center/OMS

2. Description of Project (include existing environmental setting) Construct ion of new Readiness Center and OMS in Wichita. Site is currenlty an undeveloped area although has been disturbed in the past by agriculture and oil wells.

3. Anticipated Start Date	Oct 1, 2003	4. Anticipated Duration between the Start Date & Project Completion	14 Months

5. CHOOSE ONE OF THE FOLLOWING:

☐	An existing ***Environmental Assessment*** adequately covers the scope of this project.
	The EA is dated and was conducted by .
☐	An existing ***Environmental Impact Statement*** adequately covers the scope of this project.
	The EIS is date and was conducted by .
☒	After reviewing the Categorical Exclusions and screening criteria, this project qualifies for ***Categorical Exclusion.***
	The Categorical Exclusion item number is Construction and Demolition #1.
☐	This project is exempt from NEPA requirements under the provisions of: **(CITE SUPERSEDING LAW BELOW)**

CONCURRENCE:

SIGNATURE OF PROPONENT (REQUESTER)

PRINTED NAME OF PROPONENT (REQUESTER)

DATE SIGNED:

CONCURRENCE:

SIGNATURE OF LANDOWNER, MUNCIPALITY, ETC.

PRINTED NAME OF OWNER

DATE SIGNED:

CONCURRENCE:

DIRECTOR, ENVIRONMENTAL PROGRAMS

Anthony Rousell CPT, MS

PRINTED NAME/RANK OF DIRECTOR

DATE SIGNED: 26 Aug 02

CONCURRENCE:

SIGNATURE OF COMMANDER

PRINTED NAME/RANK OF COMMANDER

DATE SIGNED:

CONCURRENCE:

SIGNATURE OF FACILITIES DIVISION

PRINTED NAME/RANK OF FACILITIES OFFICER

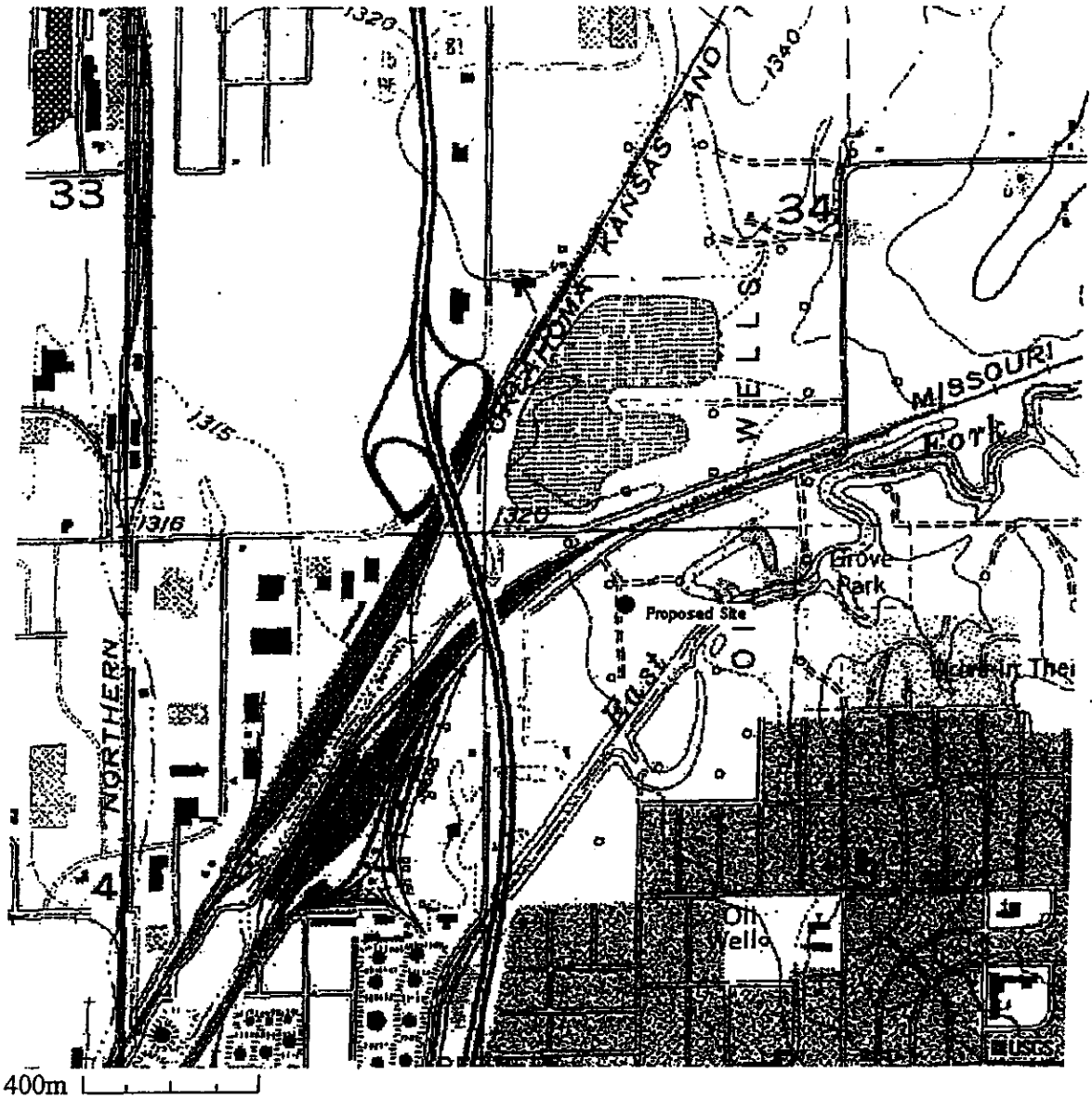
DATE SIGNED:

CONCURRENCE:

SIGNATURE OF PLANS & OPERATIONS
(Only if project is an IRT project)

PRINTED NAME/RANK OF PLANS AND OPERATIONS OFFICER

DATE SIGNED:



Name	Position
Proposed Site	37.735903, -97.313739

8/23/2002 11:38 AM

200m

Name	Position
Proposed Site	37.735903, -97.313739

EBS QUESTIONNAIRE

QUESTIONS

Number	General Liability Concerns	YES	NO	N/A	UNK
A1	Have there been any federal or state enforcement actions against the facility?		X		
A2	Are there any pending enforcement actions against the facility, its owner, or operator?		X		
A3	Has the owner or operator entered into any consent decrees or administrative consent orders?		X		
A4	If so, have these decrees or orders provided a full release from liability?				
A5	Has the property or adjoining property been used for gas station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junk yard or landfill, or a waste treatment storage, disposal, processing, or recycling facility?	X			
A6	Does seller's business involve the use, treatment, storage, or disposal of hazardous substances?		X		
A7	Have there been any citizen suits filed against the facility, owner, or operator?		X		
A8	Have there been any regulator warning letters or administrative orders against the facility, owner, or operator?				X
A9	Have there been any notices of violation, consent orders, or consent decrees sent to the owner or operator under the citizen suit provisions of any statute?				X
A10	Do any settlement agreements with the government or private parties leave the owner or operator open to subsequent suits on the same issues?				X
A11	Can the facility incur future liability through non-compliance with the above orders or decrees?				X
A12	Has the owner or operator received any Requests for Information, Notice and Demand letters or administrative inquires from any governmental entity with regard to its environmental practices?				X
A13	Has an "imminent hazard" ever been alleged to exist at the site?				X
A14	Has the owner or operator not maintained all records required by each environmental statute?		X		
A15	Is the facility out of compliance with any environmental permits?		X		
A16	Do past practices leave the owner or operator open to citizen suits or government enforcement actions?		X		
A17	Has the facility undergone any environmental audits/inspections?	X			
A18	Have audit/inspection deficiencies gone uncorrected?	X			
A19	Have any claims been made under the companies' insurance policies?				X
A20	Is the company in violation of laws that require insurance policies to cover environmental contingencies?				X
A21	Is the property adjacent to or on an abandoned mining site?		X		
A22	Is the property adjacent to railroad tracks or underground pipes?	X			
A23	Is the property part of or adjacent to an oil or gas producing property?	X			
A24	Are there any environmental liens or governmental notification relating to past or recurrent violations of environmental laws?				X

Number	Clean Air Act	YES	NO	N/A	UKN
B1	Does the facility emit air pollutants into the environment?		X		
B2	Is the facility a type for which new standards of performance (NSPS) have been promulgated? See 40 C.F.R. Part 60 for a list of new source categories and applicable standards.		X		
B3	Is the facility in violation or has the facility been in violation of the NSPS or the permit?		X		
B4	Is the facility located in a nonattainment area?		X		
B5	Will the facility be subject to maximum attainable control technology (MACT)?		X		
B6	Is a capital expenditure required to meet the requirements of emissions reductions in the new Clean Air Act, i.e., is the facility required to reduce emissions because it is in a non-attainment area?		X		
B7	Does the facility incinerate any wastes of any kind?		X		

Number	Radon	YES	NO	N/A	UKN

C1	Were the results of an EPA short term radon test performed in the basement above 4pCi/l or 0.02 WL?			X	
C2	Is there evidence that nearby structures have elevated indoor levels of radon or radon progeny?				X
C3	Have local water supplies been found to have elevated levels of radon or radium?		X		
C4	Is the property located on or near sites that currently are or formerly were used for uranium, thorium or radium extraction or for phosphate processing?		X		
C5	Were the structures constructed from salvaged material from oil wells or other structures characteristic of high radon levels?			X	
	Note: A property may be acceptable for radon if guidelines in AR 200-1, Chapter 11 are met.				

Number	Clean Water Act	YES	NO	N/A	UKN
D1	Does the facility discharge pollutants into the waters of the state or onto land from which pollutants could enter such waters?		X		
D2	Even if the discharge was permitted by the state, is there any basis upon which EPA might challenge the variance or exemption as abdicating the state's responsibilities?			X	
D3	Are there or has there been any flooring, drains, or walls that are stained by substances other than water or are emitting foul odors?			X	
D4	Do the discharge monitoring reports (DMRs) indicate violations of the permit? Have DMR's gone unsubmitted?			X	
D5	Are there any septic tanks, sumps from floor drains, or below-ground oil-water separators?			X	
D6	Have any toxic or hazardous pollutants ever been spilled or otherwise released at the site?		X		
D7	Is there cause to believe that any operation or equipment at the facility might be the cause of a future spill or release of a pollutant?		X		
D8	Has the facility neglected to apply for necessary facility NPDES storm water discharge permits?			X	
D9	Has there been any road oiling done on the facility?				X
D10	Are there any equipment cleaning stations?		X		
D11	Are there sinkholes, abandoned manholes, abandoned sewer lines or other aquifer access points?		X		
D12	Are there any oily sheens on the surface water or unusual odors?		X		
D13	Can the facility's Clean Water Act permits be easily transferred?			X	
D14	Are permits required to discharge into the WWTF?			X	
D15	Will a new or modified permit be necessary for an expansion of operations?		X		
D16	Are there any visual evidence of wells?	X			
	Pressure tanks?	X			
	Pipes that extend vertically into the ground?		X		
	Above-ground pump heads?		X		
	Small sheds or shelters (sometimes resembling dog houses)?		X		
	Electrical transformers on poles for no other apparent use (especially in agricultural settings)?	X			
	Concrete pads surrounding a pipe or opening?		X		
	Depressions in the ground?		X		
	Small lined or unlined pits?		X		
	Simple holes in the ground?		X		
D17	Are there any non-permitted storm water discharges?		X		
D18	Does the adjacent property discharge waste water on to evaluated property?		X		
D19	Does the evaluated property discharge waste water on or adjacent to the property?		X		

Number	Comprehensive Environmental Response, Compensation and Liability Act	YES	NO	N/A	UKN
E1	Has the facility ever generated, transported, or disposed of a hazardous substance as defined by Section 9601(14) of CERCLA?		X		
E2	Are any of the facility wastes disposed of in a manner which would create a release or a threat		X		

	of release prompting future enforcement or private cost recovery actions?				
E3	Has the operator/owner ever notified the National Response Center of a reportable quantity release of a hazardous substance into the environment?				X
E4	Is the owner/operator currently subject to any administrative orders under section 106 of CERCLA, and has it properly complied with all orders issued in the past?		X		
E5	Has the owner/operator received any section 104(e) letters from EPA requesting information concerning material sent to sites listed on the National Priorities List?		X		
E6	Has the company failed to develop a complete history of its past disposal practices, including production of all waste manifests, shipping records, disposal contracts, etc., to determine potential liability under CERCLA?		X		
E7	Has the facility failed to comply with the Emergency Planning and Community Right to Know Act?		X		
E8	Has the company received any notice from adjoining landowners, other potentially responsible parties, or waste disposal facilities that it is responsible under section 107 for cleanup costs or contribution?				X

Number	Resource Conservation and Recovery Act	YES	NO	NA	UKN
F1	Does the facility generate, treat, store, transport, or dispose of hazardous waste?		X		
F2	Does the facility accumulate hazardous waste for periods in excess of 90 days?		X		
F3	Does the facility hold a RCRA permit or EPA Waste Generator Number?		X		
F4	Is the facility out of compliance with applicable RCRA regulations?		X		
F5	Has there been any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries or any other waste materials been dumped above grade, buried and/or burned on the property?	X			
F6	Has fill material been brought onto the property that originated from a contaminated site?				X
F7	Has there been any pesticides, paints or other chemicals in individual containers stored on or used at the property or facility?				X
F8	Has an imminent and substantial endangerment ever been alleged to be present at the site?				X
F9	Has an audit been conducted at this facility to determine RCRA compliance?				X
F10	Has an inventory been taken to determine the amount and location of underground storage tanks at the facility?	X			
F11	Are there any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground?		X		
F12	Do existing tanks meet all requirements, i.e., financial assurance, leak detection, spill protection, overflow?			X	
F13	Are there any petroleum storage and/or delivery facilities (including gas stations) or chemical manufacturing plants located on adjacent properties?		X		
F14	Are there any active underground or above ground tank facilities on-site for such activities as motor fuel, waste oil or fuel oil storage, hazardous waste or chemical storage in any size?		X		
F15	Have any of the tanks that are more than 10 years old NOT been successfully tested for leaks.			X	
F16	Are there any deactivated USTs on the property?		X		
F17	Are there any hydraulic lift sumps for equipment?		X		
F18	Are there any lead screening tests that indicate evidence of lead-based paint?			X	
F19	Was the building constructed prior to 1979?			X	
F20	Is the paint peeling or chipping?			X	

Number	Toxic Substances Control Act	YES	NO	NA	UKN
	Note: Common synonyms/names for PCBs include chlorodiphenyls, Aroclor, Askarel, Pyranol and Inerteen.				
G1	Did the facility manufacture, process or distribute in commerce any chemical substances regulated by TSCA?		X		
G2	Have adverse consequences been alleged to have been caused by exposure to chemical substances produced by the facility?			X	

G3	Does the company have PCBs on site?		X		
G4	Is there a need for a comprehensive PCB survey?		X		
G5	Has the facility failed to comply with all asbestos reporting requirements?		X		
G6	Are there any florescent light ballasts containing PCBs in the building?			X	
G7	Is there any visible or documented evidence of soil or groundwater contamination from PCBs on the property?		X		
G8	Is there evidence of soil discoloration around present or former equipment sites, utility poles, etc.?		X		
G9	Are any of the lights damaged or leaking?			X	
G10	Are any of the capacitors or transformers inside residential buildings?			X	
G11	Are any of the transformers or capacitors not clearly marked, well maintained, or secure?			X	
G12	Have PCB concentrations of 50 ppm or greater been found in contaminated soils or groundwater?	X			
G13	Is there any evidence of hydraulic fluid leaks on lifts installed prior to 1980?		X		
	Note: Additional PCB containing materials: carbonless copy paper, brake linings, printers ink, synthetic rubber, natural gas (as a contaminant), microscopy mounting media, fabric coatings, and cutting oils.				

Number	The Safe Drinking Water Act	YES	NO	N/A	UKN
H1	Has there been a discharge of any substance or material at the facility which might find its way into a public water system?		X		
H2	Is the property served by a private/non-public water system that has been found to have contaminants in quantities that exceed drinking water guidelines or has it been designated as contaminated?		X		
H3	Does the drinking water at the facility contain lead at levels above 10 ppb?			X	

Number	Asbestos Removal and Inspection	YES	NO	N/A	UKN
I1	Was the building constructed prior to 1980?			X	
I2	Has the building been inspected by a certified asbestos removal team since 1980 for the presence of ACM?			X	
I3	Has all friable asbestos been removed or contained so that it does not create the potential for human exposure?			X	
I4	Does the site survey reveal any visible evidence of possible ACM? (boiler insulation, floor tiles, building siding, shingles, roofing felt, wall and ceiling insulation, acoustical ceiling tiles, window putty, fuse boxes, heat reflectors, air duct lining)		X		
I5	Is there any documented evidence of asbestos? (tests, surveys, management plan, etc.)		X		

Number	Waste Disposal Facilities	YES	NO	N/A	UKN
J1	Has there been or is there any pits, ponds, or lagoons associated with waste treatment or disposal?		X		
J2	Is there any evidence of acid pits located on or adjacent to the site?		X		
J3	Is it likely the property was used for illegal or uncontrolled dumping?	X			
J4	Are there any obvious high risk neighbors in adjacent properties engaged in producing storing or transporting hazardous wastes, chemicals, or substances?	X			
J5	Was the site ever used for research, industry, or military purposes?		X		
J5	Has any of the site space ever been leased to commercial tenants who are likely to have used, transported, or disposed of toxic chemicals? (e.g. dry cleaner, print shop, service stations, etc.).		X		

Number	Additional Hazards	YES	NO	N/A	UKN
K1	Do the tenant areas contain Urea Formaldehyde Foam Insulation (UFFI) that was installed less than a year ago?			X	
K2	Is there any identifiable UFFI behind exterior-wall switch and outlet cover plates?			X	
K3	Are there any elevated formaldehyde concentrations?			X	

K4	Did interviews indicate the presence of UFFI?			X	
K5	Are there any citizen complaints or local law enforcement responses to unexploded munitions (UXO)?		X		
K6	Has the property ever been suspected to contain or been used for military chemical/biological testing?		X		
K7	Has the Army Technical Escort Unit or Army Corps of Engineers responded to UXO or chemical test kits incidents?		X		
K8	Do any of the building structures have cannec (made from sugar cane waste) building materials?			X	
K9	Are there any small arms test ranges that have been used to perform function checks on serviced weapons?		X		
K10	Are there any ranges, impact areas, berms, maneuver areas, training areas, OB/OD areas present on the facility?		X		
K11	Is there evidence of any "red dust" (arsenic) from cannec materials?		X		
K12	Is there documented evidence that Electromagnetic Radiation (EMF) is present on the property?		X		

Number	Natural and Cultural Resources	YES	NO	N/A	UKN
L1	Does the site have any known or potential federal or state threatened & endangered species?		X		
L2	Has an Endangered Species Survey been completed for the area?	X			
L3	Have there been any Biological, Historical, Cultural, Soil, or Aquatic surveys of the site?	X			
L4	Does the site have any erosion problems, I.e. bare areas, gullies, runoff during major storm events?		X		
L5	Does the site have an Integrated Natural Resources Management Plan (IMRMP)?			X	
L6	Have planning level natural resources surveys been conducted on the site (including soils, flora, fauna, wetlands)?		X		
L7	Does the site currently have commercial natural resource activities (timber, agricultural, grazing outleases)?		X		
L8	Do NEPA documents exist that address/suthorize natural resource management activities?		X		
L9	Has a noxious weed survey been completed for the area?				X
L10	Are there any buildings or structures older than 50 years old on the property?		X		
L11	Are there any archeological sites on the property?		X		
L12	Is there a Cultural Resources Management Plan inplace for the site?		X		
L13	Are there any known sites of importance to Native American tribes?		X		
L14	Is there a memorandum of agreement or programmatic agreement addressing cultural resources in place?	X			
L15	Have invasive, non-native plant species been identivfied on the property?				X
L16	Has there been a wetland survey for the site?				X
L17	Are there any planned projects to create wetlands on this site?		X		
L18	Are there any planned uses for this site that may impact existing wetlands?		X		
L19	Are there any completed or in progress Environmental Assessments and/or Environmental Impact Statements?		X		
L20	Was the proposed real estate transaction found to have "FNSI" or a "ROD"?			X	
L21	Has a Pest Management Plan been completed for the site?		X		
L22	Does the site have any major pest problems (insects, invasive plants, animals, pathogens, rodents, et cetera)?		X		

GENERAL ENVIRONMENTAL SEARCH	YES	NO	N/A	UKN
Do any of the following Federal government record systems list the property or any property within the the circumference of the area noted below:				
National Priorities List - within 1.0 mile (1.6Km)?	X			
CERCLIS List - within 0.5 mile (0.8 Km)?	X			
RCRA TSD Facilities - within 1.0 mile (1.6 Km)?		X		
Do any of the following state record systems list the property or any property within the circumference of of the area noted below:				
List maintained by state environmental agency of hazardous waste sites identified for investigation	X			

or remediation that is the equivalent to NPL - within 0.5 mile (1.6 Km)?				
List maintained by state environmental agency of sites identified for investigation or remediation that is the state equivalent to CERCLIS - within 0.5 mile (0.8 Km)?	X			
Leaking Underground Storage Tank (LUST) List - within 0.5 mile (0.8 Km)?		X		
Solid Waste/Landfill Facilities - within 0.5 mile (0.8 Km)?		X		
Based on fire insurance maps or consultation with the local fire department, are there any buildings or other improvements on the property or adjoining property identified as having been used for an industrial use or uses likely to lead to contamination of the property?		X		

The preparer of the transaction screen questionnaire must complete and sign the following statement.

This questionnaire was completed by:

Name: ANTHONY RAMAKE

Title: ENVIRONMENTAL PROGRAM MANAGER

Firm: KSARNG

Address: 131 SW 27TH ST.

TOPEKA, KS 66611

Phone number: (785) 274-1157

Date: 26 AUG 02

If the preparer is different than the user, complete the following:

Name of user:

User's address:

User's phone number:

Preparer's relationship to site:

Preparer's relationship to user:

Copies of the completed questionnaire have been filed at:

Copies of the completed questionnaire have been mailed or delivered to:

Preparer represents that to the best of the preparer's knowledge the above statements and facts are true and correct and to the best of the preparer's actual knowledge no material facts have been suppressed or misstated.

Signature: [signature] Date: 26 Aug 02

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Performed On :

Vacant Property
Hydraulic and E. 29th Street
Wichita, KS
Project No. 302-3004

Prepared for:

Kansas Army National Guard
131 SW 27th Street
Topeka, KS 66611-1159

Prepared by:

McKinzie Environmental
795 W. Ironwood St.
Olathe, KS 66061

August 23, 2002

McKinzie Environmental

Olathe, Kansas • Anadarko, Oklahoma

August 23, 2002

Cpt. Anthony Randall
Kansas Army National Guard
131 SW 27th Street
Topeka, KS 66611-1159

RE: Phase I Environmental Site Assessment
Kansas Army National Guard
Hydraulic and East 29th St.
Wichita, Kansas
McKinzie Project No. 302-3004

Dear Cpt. Randall:

McKinzie Environmental (McKinzie) has completed a Phase I Environmental Site Assessment (ESA) for the above referenced property. This report includes our findings from site reconnaissance activities, historical records review, government database records review and interviews.

We appreciate the opportunity to provide environmental services to the Kansas Army National Guard, and look forward to working with you in the future. If you have any questions concerning this report, or if we may be of additional assistance, please contact us at (913) 390-5250.

Sincerely,
McKinzie Environmental

Josh M. Jabben
Safety Engineer

Wood H. Ramsey, CHMM
Sr. Project Manager

a division of McKinzie Construction, Inc.
795 W. Ironwood Street • Olathe, Kansas 66061 • Telephone: (913) 390-5250 • Fax: (913) 390-8884

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PHASE I ENVIRONMENTAL SITE ASSESSMENT
Vacant Property
Hydraulic and East 29th Street
McKinzie Project No. 302-3004

1.0 INTRODUCTION

1.1. Executive Summary

McKinzie Environmental, (McKinzie) has completed a Phase I Environmental Site Assessment (ESA) for the Kansas Army National Guard. The subject property consists of several lots of undeveloped land, totaling approximately 42 acres. The assessment included visual observations of the site and limited observations of surrounding properties, interviews, review of historical land use, regulatory databases and file information.

Historical information concerning the site was reviewed, including aerial photographs, city street directories, building permits, recorded land title records and maps of the site. Based on the information reviewed, the property was used for agricultural purposes as far back as 1941. According to aerial photographs, the subject property was used for oil production from approximately 1950, until 1974. Aerial photos show oil wells and process/storage tanks. Structures were noted on aerial photographs in the center portion and the southwest portion of the site and appear to be related to farming and livestock.

The government database report identified 15 off-site locations. Six (6) of those locations were listed as State Hazardous Waste Sites, five (5) of the locations were listed on the LUST database, one (1) of the locations was listed on the registered UST database, one (1) of the locations was listed on the CERCLIS database, one (1) of the locations was listed on the ROD database, one (1) of the locations was listed on the Delisted NPL database, one (1) of the locations listed on the AOCONCERN database, and one (1) of the sites was listed as small-quantity hazardous waste generators. According to the KDHE, the two (2) LUST cases have been closed and one (1) of the cases remain on active status. The one hazardous waste generator had a history of Resource Conservation and Recovery Act violations, but according to the U.S. EPA, those violations were corrected.

Site reconnaissance for the Phase I ESA was conducted on July 31, 2002. The site consisted of a vacant lot and did not appear to be in use. The subject property is covered with dense vegetation, including thick grasses that reach over five feet in height. The grass significantly affected the ability of the reconnaissance team to make observations. In wooded areas, it was possible to view objects laying on the ground.

However, in the grassy areas, which encompassed approximately 60 percent of the subject property, observations of the ground surface were extremely limited.

There were no structures present on the site. Construction and demolition debris, used tires and various other household waste was observed at various locations on the subject property. Two pole-mounted transformers were observed in the northeast portion of the property. There were no signs of leaks or spills from the transformer. Two monitoring wells observed during the site reconnaissance, on the subject property. There were no hazardous substances or petroleum products observed on the subject property.

Interviews were conducted by McKinzie with individuals familiar with the subject property. There was no information obtained that suggested significant environmental concerns with regard to the subject property.

Based on information found in documents provided by the City of Wichita and through interviews with the KDHE staff, some degree of groundwater contamination by TCE appears to exist to the north and south of the subject property. Ms. Mary Daily, KDHE, indicated that the general groundwater flow direction was towards the south, which would indicate that TCE contamination has migrated to the subject property. It is recommended that at least one of the groundwater monitoring wells at the subject property be sampled for volatile organic compounds, in order to confirm whether or not TCE (or its related degradation products) is present and the concentration of the contaminants present. In addition, water elevation measurements should be taken at the two wells on-site and at least one other well at the former John's Sludge Pond to determine groundwater flow direction.

This Phase I environmental site assessment relied primarily upon readily available information and visual observations. It was not designed to provide precise chemical or radiological analyses, or data regarding the condition of soil and/or ground water within the area of study. McKinzie does not warrant the work of regulatory agencies or other third parties supplying information which may have been used during the assimilation of this report. Any interpretation of the findings should recognize the limitations of the assessment methods utilized.

1.2. Purpose

The purposes of this Phase I ESA are: To identify existing or potential Recognized Environmental Conditions (as defined by ASTM Standard E 1527-00) affected the Property that: 1) constitute or result in a material violation or a potential material violation of any applicable environmental law; 2) impose any material constraints on the

operation of the Property or require a material change in the use thereof; 3) require clean-up, remedial action or other response with respect to Hazardous Substances or Petroleum Products on or affecting the Property under any applicable environmental law; 4) may affect the value of the Property, and; 5) may require specific actions to be performed with regard to such conditions and circumstances. The information contained in the ESA Report will be used by Client to: 1) evaluate its legal and financial liabilities for transactions related to foreclosure, purchase, sale, loan origination, loan workout or seller financing, 2) evaluate the Property's overall development potential, the associated marked value and the impact of applicable laws that restrict financial and other types of assistance for the future development of the Property, and/or, 3) determine whether specific actions are required to be performed prior to the foreclosure, purchase, sale, loan origination, loan workout or seller financing of the Property.

1.3. Scope of Work

McKinzie performed this ESA in general accordance with McKinzie's proposal submitted to the Kansas Army National Guard, date July 3, 2002. The scope of work is based on ASTM Standard E 1527-00 and included the following:

- an on-site reconnaissance of the property, including a cursory review of adjacent properties;
- interviews with site representatives and others to obtain information regarding recognized environmental conditions which may be associated with the property;
- a review of various regulatory agencies and public records to help identify recognized environmental conditions in connection with the subject property and nearby properties;
- preparation of a final report detailing the assessment methods and findings, with supporting documentation.

1.4. Requirements Not Satisfied

McKinzie believes that the requirements outlined in the scope of work were substantially satisfied.

2.0 PROPERTY DESCRIPTION

2.1. Property Location and Description

2.1.1. Legal Description

The legal description for the property is Northwest 1/4, Northeast 1/4, Section 3, Township 27 South, Range 1 East.

2.1.2. Property type, size and description

The majority of the property is zoned as single family (SF-5), with a small portion of the tract (triangular shaped in the southeast portion) is zoned Limited Industrial (LI) according to information provided by the city of Wichita. The property is approximately 42 acres in size. The property is vacant and contains no structures.

2.1.3. Improvements located on Property and Year Improvement(s) constructed/remodeled

McKinzie visited the City of Wichita Permits Department and spoke with Mr. Taylor Levins. Mr. Levins reported that there were no building permits on file with the City of Wichita for the subject property.

2.1.4. Current Uses of Property

The property is currently vacant of structures and does not appear to be used for any obvious purposes.

2.1.5. Discuss Owners & Occupants of Property

The property is owned by the City of Wichita. It is currently unoccupied.

2.1.6. Prior ESA Reports, Environmental Checklists or Special Resource Studies

Mr. Brian Fisher, City of Wichita, provided McKinzie with reports involving three different projects that took place on or near the subject property. One project, performed for the City of Wichita by TriTerra Land Services, addressed the abandonment of oil production wells located within the residential neighborhood directly to the south of the subject property. The report did not address the subject property. According to the

Kansas Geological Survey records, all oil production wells located in the northwest 1/4 of Section 3, Township 27 South, Range 1 East, have been plugged, with the exception of two wells. According to the latitude and longitude recorded on the well records, the wells are located just north of the subject property.

Mr. Fisher also provided McKinzie with analytical data for two groundwater monitoring wells located on the subject property. The analytical parameters consisted of polychlorinated biphenyls, aluminum (dissolved) and lead (dissolved). There were no detections of those substances at the detection limits used. The monitoring wells are part of a groundwater monitoring network established for the Johns Sludge Pond site, located directly north of the subject property. The wells located on the subject property (MW-7, MW-8) were established as the south perimeter of the monitoring network. A copy of the information provided by Mr. Fisher is included in Section 7.4.11.

The third report reviewed by McKinzie was a Screening Site Investigation (SSI) report, prepared by the Kansas Department of Health and Environment (KDHE). The SSI was conducted to investigate the presence of trichloroethene (TCE), which was discovered during an underground storage tank investigation, near the intersection of 21st Street and Grove. Other investigations had discovered TCE several blocks north of 21st and Grove, so the KDHE investigation expanded to the north, with soil probes being completed near 26th Street and Grove and 29th Street and Grove. The report conclusions stated that the TCE plume begins along the north side of 29th Street, adjacent to a Union Pacific rail yard, which is approximately 1,200 feet east of Interstate 135 (I-135). The report findings imply that TCE contamination is present in the alluvial groundwater from 29th Street to 21st Street, in the proximity of Grove. Such a conclusion would indicate that the groundwater beneath the subject property is also contaminated with TCE.

3.0 RECORDS REVIEW.

3.1. General Public Records.

3.1.1. Physical Setting Sources

3.1.1.1. Topography

McKinzie reviewed the U.S. Geological Survey (USGS), 7.5 minute, topographic map of the Wichita East, Kansas quadrangle. The map shows the site topography from aerial photographs taken in 1980 and planetable surveys from 1940-1941 The map was

edited in 1982. A portion of the Wichita East, Kansas quadrangle map is included in Section 7.1.5.

The USGS quadrangle map shows the location of the subject site with two unimproved roadways that appear to be access roads for oil production wells and tank batteries, based on McKinzie's review of historical aerial photographs. Hydraulic/East 29th Street is shown along the west and north perimeter of the site. The property location appears to be relatively flat, with the East Fork of Chisholm Creek on the south/east border of the property. A meander of Chisholm Creek is shown in the east/central portion of the site. Based on site reconnaissance activities, the meander is currently not present, but has been apparently straightened to provide drainage directly to the East Fork of Chisholm Creek. The map indicates the presence of oil wells in the general area of the site (the northwest 1/4 of Section 3 and the southwest 1/4 of Section 34). A road is shown that departs from Hydraulic Street, immediately west of I-135. The road leads to the south and ends at a structure. The structure appears to be the same structure noted in the 1974 aerial photograph.

3.1.1.2. Soils

Information regarding the geology and topography of the site and surrounding area was obtained from the U.S. Department of Agriculture - Soil Conservation Service (USGS/SCS). Based on the "Soil Survey of Sedgewick County", developed by USDA/SCS and the Kansas Agricultural Experiment Station, December 1975, the soil at the subject property is characterized as Tabler silty clay loam, Elandco silt loam, and Urban land-Elandco complex. Approximately 75 to 80 percent of the subject property is covered by Elandco silt loam.

The Elandco silt loam is a nearly level, well drained soil, with a thickness of approximately 40 inches. It is dark grayish brown in color and is typically underlain by 60 inches of dark grayish brown sil loam. In some areas, the Elandco silt loam is intermingled with moderately well drained Tabler soils, well drained Vanoss soils and somewhat poorly drained Lesho soils. Air and water movement through the Elanco silt loam occurs at a moderate rate, with slow run-off. Typically, the available water capacity is high. The Elanco silt loam is considered suitable for building site development and on-site waste disposal. The moderate percolation rate can present a problem for septic tank fields, unless the absorption area is increased.

According to the USDA/SCS, the Tabler silty clay loam is a moderately well drained soil found on broad, upland divides and terraces. The surface layer is usually 9 inches thick. The subsoil is a silty clay and is approximately 35 inches thick. The upper layer is dark grayish brown and very firm and the lower layer is grayish brown and very firm.

loam. Available water capacity is usually moderate. The USDA/SCS reports that the Tabler silty clay loam has severe limitations for building site development, due to a high shrink-swell potential.

The Urban land-Elandco complex is described as Urban land and nearly level, well drained Elandco soils. The Urban land portion is the part covered by streets, parking lots, buildings or other structures that do not allow for soil identification. The remainder of the complex consists of Elandco soil, more specifically in this case, the Elandco silt loam.

3.1.1.3. Geology

Information obtained from the Kansas Geological Survey (KGS) website indicate that the site is underlain by Quaternary alluvium and terrace deposits along Chisholm Creek. To the north of Chisholm Creek, it is more likely that the site is underlain by the Wellington Formation, which is predominantly shale. The KDHE SSI report states that ... " less than 10 feet of alluvium overlies the bedrock along Chisholm Creek and the creek is apparently flowing in a bedrock channel. The clayey alluvial sediments in the tributary valley generally yield no water when groundwater probes are advanced. Because the Wellington Formation is predominantly shale no karst terrain exits near 21st Street and Grove." [1]. The subject property (29th Street and Grove) is within the Arkansas River alluvial valley.

3.1.1.4. Hydrology

The surface drainage is primarily overland towards the East Fork of Chisholm Creek. A drainage channel has been constructed in the east central portion of the site to allow surface drainage to flow directly into the East Fork of Chisholm Creek. The drainage channel appears to have been constructed to alleviate drainage problems caused by a former meander of Chisholm Creek. Two groundwater monitoring wells were observed at the site during site reconnaissance activities. Well logs were obtained from the Kansas Geological Survey website, for wells listed in the northwest 1/4 of Section 3, Township 27 South, Range 1 East. According to monitoring well logs, groundwater is present at an average depth of 16.34 feet below ground surface (bgs) and ranges from 19.88 feet bgs to 12.00 feet bgs.

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[1] Screening Site Inspection, 21st and Grove Site, Wichita, Sedgewick County, Kansas, KDHE, September 1998.

3.1.2. Historical Use Information

3.1.2.1. Prior Uses of Property

Based on information provided by aerial photographs, the subject property has been used for agricultural, oil production, and construction/demolition debris dumping over the past 60 years.

3.1.2.2. Recorded Land Title Records

McKinzie requested a copy of the land title for the subject property from Ms. Toni Fairbanks, City of Wichita. No copy has been provided to date.

3.1.2.3. Chain of title search

A chain of title search for the subject property was not requested as part of this assessment.

3.1.2.4. Review of aerial photographs

Historical aerial photographs were reviewed by McKinzie at the Sedgwick County Courthouse offices in Wichita, Kansas. Aerial photographs from 1938, 1941, 1950, 1968, 1974, 1977, 1983, 1986, 1992, 1995, and 1997 were reviewed. Copies of the photographs for 1938, 1941, 1950, 1968, 1974, and 1983 are included in section 8.1.4. The photographs are summarized as follows.

Year	Description
1938	The subject property appears to be used primarily for agriculture. Lines of wheat shocks are visible throughout the subject property. Southwestern edge of the subject property shows the presence of a structure surrounded by 2 smaller structures that appear to be trailers or sheds.
1941	The subject property shows 2 east-west drainage channels in the southwest portion of the property. Two circular objects, which are not identifiable, are found along the west side of the subject property. A roadway borders the south side of the property and runs from Hydraulic to the structures shown on the 1938 aerial photograph. The remainder of the subject property appears to be used for agricultural purposes.

1950 The subject property no longer appears to be used solely for agriculture. Surrounding properties show oil production tank batteries. The eastern most portion of the subject property include two tank batteries. Surface disturbance is also seen in the eastern portion of property, suggesting dumping of construction debris. Three structures are shown in the central portion of the subject property along roadways, but their purpose isn't obvious. These structures show up more clearly on the 1968 photo as pump jacks for oil production.

1968 This photograph shows the west and central portions of the subject property being used for agricultural purposes. Some type of commercial construction appears to be underway along the west border of the subject property on Hydraulic. Based on a review of the 1974 photograph, this structure is the foundation for the tunnel that is to be the beginning of Hydraulic and overlain by I-135. I-135 is not present in the 1968 aerial photograph. An unimproved (gravel) road is visible, running along the north side of the creek, on the south edge of the subject property, and appears to be used for access to construction and demolition debris disposal areas. Oil production tank batteries still are present east of the debris disposal area. The creek shows signs of channelization. A former oxbow is filled in, primarily with construction and demolition debris. The dumping of construction and demolition debris along the east boundary of the subject property does not appear to have continued.

1974 Pump jacks and tank batteries are still observed on the subject property. Apparent structures are visible at the far northwest corner of the subject property. One small structure is observed and one large structure slightly southwest of the tank batteries. A unimproved (gravel/dirt) road provides access to these structures from Hydraulic.

1977 The northwestern-most structure is removed and four smaller structures remain at that location. A water body appears to be present where the oxbow once was.

1983 The structures along the northwest corner of the property are no longer there. The road is still visible that led to those structures. No other visible changes were observed.

1986	Drainage structure has been constructed on the western portion of the subject property. The tank battery on the southwest most portion of the property appears to have been removed.
1992	Oil production pump jacks and remaining tank battery appear to have been removed.
1995	Little or no change has taken place since the 1992 photograph.
1997	Little or no change has taken place since the 1995 photograph.

The review of the aerial photographs did not reveal obvious signs of significant environmental concerns on the subject property or on the surrounding properties.

3.1.2.5. Fire insurance maps

According to Environmental Data Resources, Inc., coverage of the subject property by Sanborn Fire Insurance maps is not available.

3.1.2.6. City directories

McKinzie reviewed street directories for the subject property provided by Environmental Data Resources, Inc. for the years 1955, 1966, 1971, 1976, 1981, 1986, 1991, 1996, and 2001. The review of the listings for the subject property and surrounding properties did not indicate significant environmental concerns. The street directory listings reviewed are included as Section 7.1.6.

3.1.2.7. Other maps

The Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map that covers the subject site was reviewed by McKinzie. Community Panel 2003280010B, dated November 2, 1995 was reviewed by McKinzie. The subject site was shown in an area designated as Zone B, which is considered to be between the limits of the 100-year flood and the 500-year flood. A copy of Community Panel 2003280010B is attached in Section 7.1.7

3.1.3. Surrounding Properties

3.1.3.1. Current uses of adjoining properties

The current use of the adjoining properties is summarized as follows.

East: The property to the east of the subject site consists of vacant land and Grove Park, which is owned by the City of Wichita

South: A residential neighborhood is located across Chisholm Creek, to the south.

West: I-135 is located adjacent to the subject property to the west.

North: Immediately north of the subject property are railroad tracks owned by Union Pacific Railroad. The tracks are the east end of a switching yard. Beyond the railroad tracks is a City-owned park that is the former location of John's Sludge Pond.

3.1.3.2. Past uses of adjoining properties

Based on the review of historical information, the past uses of the adjoining properties have been used primarily for industrial (rail yard - north and west), agriculture (south and east)and residential purposes (south).

3.1.3.3. Current and/or past uses of surrounding areas

The area to the south has been used as residential property since 1941. Based on the review of aerial photographs, the property to the west of the subject site was used as a railroad switching and maintenance yard. Also, what appear to be aboveground oil storage tanks are present to the southwest of the subject property in the 1941 aerial photograph. I-135 was constructed along the west side of the subject property, between the railroad property and the subject property, some time between 1968 and 1974, according to historical aerial photographs.

3.1.3.4. Known contamination on surrounding properties

The property to the north of the Union Pacific railyard (located immediately to the north of the subject property) is the former location of John's Sludge Pond, a site that was formerly on the U.S. Environmental Protection Agency's National Priority List (NPL). The site was used to store oily waste containing dissolved lead and polychlorinated biphenyls generated from an oil refining operation. The site was listed on the NPL in

September 1983. The City of Wichita was named as a potentially responsible party, due to the land being condemned to allow highway construction on the property. A PRP-lead removal was completed on May 1, 1986 and the site was deleted from the NPL on January 6, 1992. According to the government records database report, contaminants have impacted subsurface soil and groundwater on surrounding properties.

According to a SSI report prepared by the KDHE (attached in Section 7.4.11) TCE contamination is present in groundwater at locations to the north and south of the subject property. The KDHE report indicates that the source of contamination is located immediately to the north of the subject property, on Union Pacific Railroad property.

3.2 Environmental Records Reviews and Interviews

3.2.1. Mapped Database Records Search

McKinzie reviewed federal (U.S. Environmental Protection Agency - EPA) and state (Kansas Department of Health and Environment - KDHE) database information provided by a contract agency for indications of environmental concerns in the vicinity of the subject property. Listed below are the federal and state databases which were searched, the dates which they were last updated, and the number of occurrences that were encountered within the respective search radii. The search areas encompassed distances up to one (1.0) mile from the perimeter of the site. The database information reviewed is summarized in Table 1 and a copy of the report is included in Section 7.2.2.

In summary, fifteen (15) off-site locations were identified in the database report. References for those sites were found in the leaking underground storage tanks (LUST) site listing, the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) site listing, State Hazardous Waste Site (SHWS) site listing, Record of Decision (ROD) listing, Delisted National Priority List (NPL), and the Resource Conservation and Recovery Information System (RCRIS).

3.2.1.1. U.S. EPA Listings

CERCLIS One (1) site was in the CERCLIS database as being located within 0.5 mile of the subject property. This database list is a compilation of sites reported to the USEPA, which have been investigated or are under investigation for a release of hazardous substances. The site was identified as John's Sludge Pond. According to Brian Fisher, City of Wichita, groundwater samples collected from wells on the John's Sludge

Pond site (and on the subject property) have resulted in no detections of PCBs, lead and aluminum. The City of Wichita is considered a potentially responsible party for the John's Sludge Pond site.

CERCLA-NFRAP

The subject property was not found in the CERCLA-NFRAP database. This database list is a compilation of Superfund sites requiring no further action by USEPA

CONSENT No sites were listed on the CONSENT database as within approximately 1.0 mile of the subject site. The CONSENT database documents major

legal settlements that establish responsibility and standards for cleanup at NPL sites.

CORRACTS

No sites were listed on the EPA Corrective Action Report (CORRACTS) database as being within approximately 1.0 mile of the subject site. CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

ERNS The subject site was not listed on the Emergency Response Notification System (ERNS) database. The ERNS listing is a compilation of reported spills of oil or hazardous substances.

FINDS The subject property was not listed on the Facility Index System (FINDS) database. The FINDS database lists sites which have appeared on any of a variety of EPA databases.

HMIRS The Hazardous Materials Incident Report System contains hazardous material spill incidents reported to the Department of Transportation. The subject property was not listed on the HMIRS database.

MLTS There was no listing for the subject property on the Material Licensing Tracking System (MLTS) database. The MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,000 sites which possess or use radioactive materials and are subject to NRC licensing requirements.

NPL There was no listings identified within 1.0 mile of the subject site. NPL sites are in CERCLIS, and are sites that the USEPA has identified as high

priority to address conditions believed to pose a threat to public health or the environment.

NPL Liens — There was no listing for the subject property as having liens filed against for cost recovery involving NPL site activities.

De-listed NPL

There was one (1) de-listed NPL site within 1.0 mile of the subject property. The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate. The site was identified as Johns' Sludge Pond at 29th/Hydraulic St., the site was de-listed from the NPL January 6, 1992.

PADS — The subject property was not listed on the PCB Activity Database (PADS). This database identifies generators, transporters, commercial stores and/or brokers and disposers of PCBs who are required to notify the EPA of such activities.

RAATS — The subject property was not listed on the RCRA Administration Action Tracking System (RAATS) database. This database contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil action brought by EPA.

RCRA TSD

No sites were listed as RCRA TSD facilities within 1.0 mile of the subject site. Such sites are characterized by facilities that treat, store or dispose of hazardous wastes. The listings do not imply noncompliance with government regulations or that the facilities' are/were polluting with hazardous wastes.

RCRA Generators

The EPA RCRA Generators database was reviewed for RCRA-registered facilities on or adjoining the subject property. The RCRA database is a list maintained by the EPA of facilities that have obtained an EPA I.D. number identifying them as a generator of hazardous waste. There was 1 site listed on the database as being within 0.25 mile of the subject property, including the subject property. The site was located between 0.13 and 0.25 mile northeast of the subject site. The generator was identified as Whitestar Machinery and Supply Company at 3223 N. Hydraulic St.

TABLE 1. DATABASE SEARCH INFORMATION			
Database (Occurrences)		**Updated**	**Radius (miles)**
EPA Data			
CERCLIS	(1)	02/12/02	0.5
CERCLIS-NFRAP	(0)	02/14/02	0.25
CORRACTS	(0)	05/02/02	1.0
CONSENT	(0)	varies	1.0
ERNS	(0)	12/31/02	TP
FINDS	(0)	03/21/02	TP
NPL	(0)	04/22/02	1.0
NPL Liens	(0)	10/15/91	TP
De-listed NPL	(1)	04/22/02	1.0
HMIRS	(0)	12/31/01	TP
MLTS	(0)	04/12/02	TP
PADS	(0)	03/01/02	TP
RAATS	(0)	04/17/95	TP
RCRIS (Generators)	(1)	06/10/02	0.25
RCRIS-TSD	(0)	12/31/95	0.50
ROD	(1)	09/30/01	1.0
TRIS	(0)	12/31/99	TP
TSCA	(0)	12/31/98	TP
Coal Gas	(0)	Not avail.	1.0
KDHE Data			
UST	(1)	04/03/02	0.25
LUST	(3)	04/03/02	0.5
State Hazardous Waste	(6)	05/23/02	1.0
State Landfills	(0)	05/01/02	0.5
AST	(0)	04/03/02	TP

There were a total of six (6) violations listed for the generator. All six violations were reported to be issued on May 7, 1993. Compliance was reported to have been achieved in July 1993 for these violations.

ROD — One (1) site was identified on the Records of Decision (ROD) database as being within 1.0 mile of the subject property. The ROD documents mandate a permanent remedy at an NPL (Superfund) site, and contain technical and health information to assist in cleanup. The site, was identified as Johns' Sludge Pond at 29th St. NE of Hydraulic. The ROD was completed in September 1989. Remediation has since been completed for this site.

TRIS — The subject property was not identified on the Toxic Chemical Release Inventory System (TRIS) database. This database identifies facilities that release toxic chemicals into the air, water and land in reportable quantities under SARA Title III, Section 313.

TSCA — The subject site was not identified on the Toxic Substance Control Act (TSCA) database. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list.

Coal Gas — No former coal gasification sites were found to be within 1.0 mile of the subject property.

3.2.1.2. State of Kansas

LUST — The leaking underground storage tank notification list was reviewed for sites containing or previously containing leaking underground storage tanks. There were three (3) sites listed as being within 0.5 mile of the subject property. The sites listed included Whitestar Machine and Supply Company at 3223 N. Hydraulic St., Victor Phillips Construction at 3250 N. Hydraulic and Wichita Fueling Facility at 2645 New York Ave. Two sites are considered closed by the KDHE. The Whitestar Machine and Supply Company is the remaining active site.

UST — The underground storage tank notification list was reviewed for sites containing or previously containing underground storage tanks. There is one site registered within 0.13 and 0.25 mile of the subject site. The site was identified as Whitestar Machine and Supply Company at 3223 N. Hydraulic St.

Landfill — No sites were identified on the Permitted Solid Waste Facilities database within approximately 0.5 mile of the subject site. This database lists the active and closed sites that have been reported to the State.

State Hazardous Waste

State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not be listed on the federal CERCLIS list. Priority sites planned for clean-up using state funds are identified, along with sites where clean-up will be paid for by potentially responsible parties. There were six (6) sites listed on the database within 1.0 mile of the subject site. The sites listed include Union Pacific Railroad at 2625 N. New York Ave., John's Sludge Pond at 29th St./Hydraulic St., 2549 N. New York Ave. (site name unknown), 3105 N. Mead (site name unknown), Coleman Northeast Plant at 3600 N. Hydraulic St.

AST

The AST database lists aboveground storage tanks registered in the State of Kansas. There was no listing of aboveground storage tanks for the subject property.

AOCONCERN

The Northeast Industrial Corridor (NIC) site was listed under the AOCONCERN database. According to Ms. Libby Alders, City of Wichita/Department of Environmental Health, the NIC was known at one time as the 29th & Mead groundwater site. The site is currently under investigation and a CERCLA Remedial Investigation is nearing completion.

3.2.2 Orphan Sites

In addition to the mapped sites, there are twenty-two unmapped or orphan sites included on the database report. McKinzie researched the sites to determine their location. Information regarding the orphan sites is found in Table 2. Of the 11 sites listed as orphan sites, only two were within a radius of one mile. The sites listed within one mile appear to be downgradient of the subject property (assuming a general groundwater flow direction to the south).

Table 2
Orphan Site Information

Site Name	Address	Database(s)	Distance from Subject Property
Ceco	K-42 / West Street	SHWS	> 1 Mile
Raytheon Aircraft Corp. (Salvage Yard)	13th / Greenwich Road	SHWS	> 1 Mile
Kansas Gas Service	1021 E. 26th St. N.	RCRIS-SQG	**< 1 Mile**
Waste Disposal L.L.C. Transfer Station	55th St. S. / Hoover Rd.	SWF / LF	> 1 Mile
City of Wichita / Chapin Site	2305 E. 57th St. S.	SWF / LF	> 1 Mile
Chase Gasoline Spill	69th St. / Webb St.	SHWS	> 1 Mile
Bomhoff Property	1800 Block of S. West St.	SHWS	> 1 Mile
North Flora Street Site	900 Block of N. Flora St.	SHWS	> 1 Mile
Buckley Roofing Co. Inc.	3601 N. Hydraulic	RCRIS-SQG	> 1 Mile
Apparel Master	353 N. Indiana	SHWS	> 1 Mile
Spelts Laundromat	1920 W. McArthur	SHWS	> 1 Mile
Air Capitol Plating	Merton St. / Leonine St.	SHWS	> 1 Mile
Conservation Svcs. Inc.	2525 New York	RCRIS-SQG, FINDS	**< 1 Mile**
Conoco Wichita Products Terminal	8011 Oak Knoll Rd.	SHWS	> 1 Mile
Former Service Station (Pizza Hut)	1708 E. Pawnee (Hydraulic)	LUST	> 1 Mile

Table 2 Orphan Site Information			
Site Name	**Address**	**Database(s)**	**Distance from Subject Property**
Second & Glenn	2nd / Glenn	SHWS	> 1 Mile
Wichita Eagle	157 S. Washington / 149 S. Washington	SHWS	> 1 Mile
Cessna Aircraft - Wallace Division	Wichita	SHWS	> 1 Mile

3.2.3. Regulatory Agency Records

There were no regulatory records reviewed beyond those included in the government records database search.

3.2.4. Interviews with Regulatory Agency Officials

McKinzie contacted Mr. Brian Fisher, City of Wichita, concerning the subject site. Mr. Fisher reported that he was aware of the potential for contamination at the subject property. Mr. Fisher explained that he samples monitoring wells associated with John's Sludge Pond biannually, two of which are located on the subject property, (MW-7 and MW-8). Mr. Fisher reported that monitoring activities are performed to detect and/or check for levels of lead (dissolved), PCBs and aluminum (dissolved) in the groundwater. Mr. Fisher stated that readings for such contaminants were "non-detect" for both MW-7 and MW-8 located on the subject property.

Ms. Libby Alder was also contacted by McKinzie, regarding the Northeast Industrial Corridor (NIC) site. She indicated that the site was formerly known as the 29th & Mead groundwater site and that chlorinated solvents had contaminated local groundwater. She also stated that the NIC site was the subject of a CERCLA Remedial Investigation, which is nearly complete.

Ms. Mary Daily, KDHE/Bureau of Environmental Remediation, was contacted regarding the Union Pacific/29th & Grove site. Ms Daily reported that the 29th & Grove site was being investigated regarding TCE contamination of the groundwater. She indicated that the groundwater flow direction in that area was generally south. Ms. Daily stated that the site was still in the preliminary investigation phase.

4.0 PROPERTY RECONNAISSANCE AND INVESTIGATION

4.1 General Property Characteristics

A site reconnaissance took place on July 31, 2002 from 0930 to1345 and 1630 to 1745 hours. The reconnaissance was conducted by Mr. Josh Jabben and Mr. Wood Ramsey, McKinzie Environmental. Mr. Jabben and Mr. Ramsey were unescorted during the reconnaissance activities. During the reconnaissance activities, the ambient temperature ranged from 90 to 100 degrees Fahrenheit and the sky was partly cloudy. The wind speed was approximately 5 miles per hour. There was no precipitation observed at the site, during the reconnaissance.

4.1.1. Topographic Conditions

The site surface is generally flat. Surface drainage appears to flow to the south, towards Chisholm Creek. The subject property is covered with dense vegetation, including thick grasses that reach over five feet in height. The grass significantly affected the ability of the reconnaissance team to make observations. In wooded areas, it was possible to view objects laying on the ground. However, in the grassy areas, which encompassed approximately 60 percent of the subject property, observations of the ground surface were extremely limited.

4.1.2. Potable Water Source

There were no obvious signs that potable water is supplied to the subject property.

4.1.3. Solid Waste Disposal

Significant amount of construction and demolition debris along with a minor about of trash was observed during the reconnaissance activities. The property is not serviced by a trash collection company.

4.1.4. Sewage Discharge and Disposal

There were no obvious signs of sewage discharge or disposal during the site reconnaissance at the subject property. There are no operations at the site that would require sewage discharge or disposal.

4.1.5. Surface Water Drainage

Site surface drainage appears to flow to the south, towards Chisholm Creek and to the center of the subject property, into a drainage ditch that covers nearly the entire north-south length of the site.

4.1.6. Source of Heat and Cooling

There were no structures observed on the subject site that might require heating and cooling systems.

4.1.7. Wells and Cisterns

There were two monitoring wells observed during the site reconnaissance, on the subject property. According to Mr. Brian Fisher, City of Wichita, both of the wells are in place to monitor for groundwater contaminants resulting from disposal activities at the former John's Sludge Pond NPL site. Kansas Geological Survey records indicate that three registered oil wells on the subject property. The KGS records also show that the wells have been plugged. The locations of the wells are shown in Figure 5, which is included with the KGS well data in Section 7.1.7.

4.1.8. Current Occupants

The property was not occupied at the time of the site reconnaissance.

4.1.9. Additional property observations

There were no significant observation beyond those previously documented in this report.

4.2 Environmental Hazards

4.2.1. Hazardous Substances and Petroleum Products Used In the Course of Occupant's business

There were no hazardous substances or petroleum products encountered during the site reconnaissance by McKinzie.

4.2.2. Labeled containers and drums

A 1-gallon steel container labeled as camp fuel was encountered on the subject property. The container appeared to be empty.

4.2.3. Unlabeled containers and drums

An unlabeled, 55-gallon steel drum was observed on the subject property. It appeared to be empty and had severe rust damage. Numerous other small containers were observed through the site and were badly rusted. There were no evidence of the contents.

4.2.4. Disposal locations

Construction and demolition debris, used tires and various other household waste was observed at various locations on the subject property.

4.2.5. Hazardous Substances and Petroleum Products: Evidence of Releases

There were no signs of a release to the environment of hazardous substances and or petroleum products, during the site reconnaissance activities.

4.2.6. Polychlorinated Biphenyls (PCBs)

During the site reconnaissance, electrical transformers were observed. A total of two pole-mounted transformers were observed at the subject property during the site reconnaissance. Mr. Bruce Caler, Weststar Energy, was contacted by McKinzie and provided available information for the transformers at the subject site. Mr. Caler also provided information on two additional transformers that his mapping software indicated were located on the subject property. These additional transformers were not observed by McKinzie during the site reconnaissance. Transformer details are provided in Table 3.

TABLE 3; TRANSFORMER SUMMARY				
Transformer ID#	Location	No./Size	PCB Content	Manufacture
Pole 043270	NE property corner	Unknown	Non-PCBs	Unknown
Pole 004059	NE portion of property	Unknown	Non-PCBs	Unknown
Pole 030292	W portion of property, near 29th St.	3/25 KVA	Not Sampled	Unknown
Pole 155009	W portion of property, near 29th St.	1/10 KVA	Non- PCBs	Unknown

4.2.7. Asbestos-Containing Materials (ACM)

Since there were no structures on the subject property, an asbestos survey was not performed.

4.2.8. Radon

Radon testing was not within the scope of work for this project.

4.2.9. Lead-based Paint

A lead-based paint survey was not included in the scope of work for this project.

4.2.10. Lead in Drinking Water

Based on the information reviewed and observations made during the site reconnaissance, drinking water is not provided to the subject property.

4.2.11. Landfills

According to the government records database review, there are no State-permitted landfills within 0.5 mile of the subject site. However, large amounts of construction and demolition debris and minor amounts of various household trash and tires were observed at several locations during the site reconnaissance.

4.2.12. Pits, sumps, drywells and catchbasins

There were no pits, sumps, drywells or catchbasins observed on the subject property during the site reconnaissance.

4.2.13. On-site Aboveground and Underground Storage Tanks

There is no records or obvious indications of current or past underground storage tanks. Aboveground storage tanks, assumed to be used for storage in oil production were observed in historical aerial photographs reviewed by McKinzie. There were no signs of the aboveground tanks observed during the site reconnaissance.

4.2.14. Radiological hazards

There were no obvious indications of radiological hazards on the subject property observed during the site reconnaissance.

4.2.15. Additional hazard observations

A buried pipe line is located on the subject property. Markers for the pipe line indicate that it follows the south perimeter of the site, crossing under the drainage ditch in the center of the site and over Chisholm Creek on the east perimeter of the site. The markers indicate that the pipe line transports petroleum products.

4.3. Special Resources

There were no signs of special resources (historical designation, wetlands, etc.) observed during the site reconnaissance. Due to federal government involvement in the future plans for the subject property, the property (and the proposed plans) was reviewed by the Kansas State Historic Preservation Office (KSHPO). According to Mr.Will Banks, KSHPO, there are numerous areas of archeological significance in the northeast portion of Wichita. However the review by KSHPO did not identify any significant areas on the subject property. A copy of the clearance letter issued by KSHPO is included in Section 7.4,11.

4.4. Interviews

McKinzie contacted Mr. Mark Lorenz, Project Manager, Dondlinger and Sons Construction, Inc. concerning the subject site. Mr. Lorenz stated he has been working in construction near the subject site since February, 2002. Mr. Lorenz reported that he was unaware of any significant environmental problems with the subject property.

However, he did recall that his construction crew noticed a chemical odor after digging a hole for bridge construction approximately .50 miles south of the subject property. He explained that his crew described the odor as resembling that of the chemicals used for permanents in beauty salons. He also explained that he was aware that the areas surrounding the subject property has had some history of environmental issues.

McKinzie contacted Mr. Brian Fisher, City of Wichita, concerning the subject site. Mr. Fisher reported that he was aware of the potential for contamination at the subject property. Mr. Fisher explained that he samples monitoring wells associated with John's Sludge Pond biannually, two of which are located on the subject property, (MW-7 and MW-8). Mr. Fisher reported that monitoring activities are performed to detect and/or check for levels of lead (dissolved), PCBs and aluminum (dissolved) in the groundwater. Mr. Fisher stated that readings for such contaminants were "non-detect" for both MW-7 and MW-8 located on the subject property.

Ms. Libby Alder was also contacted by McKinzie, regarding the Northeast Industrial Corridor (NIC) site. She indicated that the site was formerly known as the 29th & Mead groundwater site and that chlorinated solvents had contaminated local groundwater. She also stated that the NIC site was the subject of a CERCLA Remedial Investigation, which is nearly complete.

Ms. Mary Daily, KDHE/Bureau of Environmental Remediation, was contacted regarding the Union Pacific/29th & Grove site. Ms Daily reported that the 29th & Grove site was being investigated regarding TCE contamination of the groundwater. She indicated that the groundwater flow direction in that area was generally south. Ms. Daily stated that the site was still in the preliminary investigation phase.

4.5. Additional Services

There were no services requested beyond the standard scope of work referenced in the Agreement for Phase I Environmental Site Assessment and Report for the Kansas Army National Guard.

5.0. SUMMARY AND RECOMMENDATIONS

5.1. Findings and Conclusions

On July 31, 2002, McKinzie Environmental, (McKinzie) performed a Phase I Environmental Site Assessment for the Kansas Army National Guard, (vacant property), Interstate 135/East 29th Street, Wichita, Sedgwick County, Kansas. The subject

property consists of approximately 42 acres. The assessment included visual observations of the site and limited observations of surrounding properties, interviews, review of historical land use, regulatory databases and file information.

Historical information concerning the site was reviewed, including aerial photographs, city street directories, building permits and maps of the site. Based on the information reviewed, the property has been used for agricultural, oil production, and construction/demolition debris dumping. The property is currently vacant of above-ground structures and does not appear to be used for any obvious purpose. The site is bordered by vacant land and Grove Park on the east, Chisholm Creek on the south, I-135 on the west and a Union Pacific rail yard on the north.

During the site reconnaissance, hazardous substances were not encountered. Two pole-mounted transformers were observed in the northeast portion of the property. There were no signs of leaks or spills from the transformer.

The government database report identified 15 off-site locations. Six (6) of those locations were listed as State Hazardous Waste Sites, five (5) of the locations were listed on the LUST database, one (1) of the locations was listed on the registered UST database, one (1) of the locations was listed on the CERCLIS database, one (1) of the locations was listed on the ROD database, one (1) of the locations was listed on the Delisted NPL database, one (1) of the locations listed on the AOCONCERN database, and one (1) of the sites was listed as small-quantity hazardous waste generators. According to the KDHE, the two (2) LUST cases have been closed and one (1) of the cases remain on active status. The one hazardous waste generator had a history of

Resource Conservation and Recovery Act violations, but according to the U.S. EPA, those violations were corrected.

A site reconnaissance was performed by McKinzie. The site consisted of a vacant lot and did not appear to be serving any obvious purpose. The subject property is covered with dense vegetation, including thick grasses that reach over five feet in height. The grass significantly affected the ability of the reconnaissance team to make observations. In wooded areas, it was possible to view objects laying on the ground. However, in the grassy areas, which encompassed approximately 60 percent of the subject property, observations of the ground surface were extremely limited.

There were no structures present on the site. Construction and demolition debris, used tires and various other household waste was observed at various locations on the subject property. Two pole-mounted transformers were observed in the northeast portion of the property. There were no signs of leaks or spills from the transformer.

Two monitoring wells observed during the site reconnaissance, on the subject property. There were no hazardous substances or petroleum products observed on the subject property.

Interviews were conducted by McKinzie with individuals familiar with the subject property.

This Phase I environmental site assessment relied primarily upon readily available information and visual observations. It was not designed to provide precise chemical or radiological analyses, or data regarding the condition of soil and/or ground water within the area of study. McKinzie does not warrant the work of regulatory agencies or other third parties supplying information which may have been used during the assimilation of this report. Any interpretation of the findings should recognize the limitations of the assessment methods utilized.

5.2. Requirements Not Satisfied

McKinzie believes that the requirements outlined in our proposal dated July 3, 2002, were substantially satisfied.

5.3. Need for Further Investigations

Based on information found in documents provided by the City of Wichita and through interviews with the KDHE staff, some degree of groundwater contamination by TCE appears to exist to the north and south of the subject property. Ms. Mary Daily, KDHE, indicated that the general groundwater flow direction was towards the south, which would indicate that TCE contamination has migrated to the subject property. It is recommended that at least one of the groundwater monitoring wells at the subject property be sampled for volatile organic compounds, in order to confirm whether or not TCE (or its related degradation products) is present and the concentration of the contaminants present.

5.4. Noncompliance Issues

No obvious environmental non-compliance issues were noted during the site reconnaissance.

5.5. Recommendations

It is recommended that the existing groundwater monitoring wells at the subject property be sampled. Water samples should be collected and analyzed for volatile

organic compounds. Since the documents provided to McKinzie did not show the local groundwater flow direction, water elevation measurements should be taken at the two wells on-site and at least one other well at the former John's Sludge Pond.

5.6. Regulatory Reporting

Regulatory reporting does not appear to be warranted for the subject property at this time. However, if TCE is documented in the groundwater at the subject property, then that condition should be reported to KDHE.

5.7 Recommended Compliance Actions

Based on the results of this assessment, there are no recommended compliance actions regarding environmental issues for the subject property.

6.0 CONSULTANT INFORMATION

6.1. McKinzie Team Members

The project team consisted of Mr. Josh Jabben and Mr. Wood Ramsey CHMM. Their resumes are found in Section 7.5.1.

6.3. Subcontractors

No subcontractors were utilized as part of this project.

6.4 Report Reliance

This assessment was performed at the Client's request utilizing methods and procedures consistent with good commercial or customary practices designed to conform with acceptable industry standards. This report may be distributed to and relied upon by the Kansas Army National Guard, it successors and assigns, and Conduit to be named by Client, its successors and assigns with respect to a loan upon the Project, together with any rating agency or any issuer or purchaser of any security collateralized or otherwise backed up by such a loan. The independent conclusions represents McKinzie Environmental's best professional judgement based on the conditions that existed and the information available to us during the course of this assignment. Factual information regarding operations, condition, and test data provided by the Client, owner, or their representative have been assumed to be correct and complete.

Limited Phase II Environmental Site Assessment

for property located near

K-96 and I-135
Wichita, Kansas

prepared for

Kansas Army National Guard
131 SW 27th Street
Topeka, Kansas

November 10, 2006

iSi - integrated solutions, inc.
1206 E. Lincoln Wichita, KS 67211
Phone: (316) 264-7050 Fax: (316) 264-0709

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prepared by

Michael P. Gagné, P.G.
Environmental Geologist

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FIGURE: Sample Location Map

TABLE: Analytical Laboratory Results

APPENDIX: Analytical Laboratory Reports

1.0 INTRODUCTION

iSi (integrated solutions, inc.) was tasked to conduct a limited Phase II Environmental Site Assessment (ESA) of property currently owned by the City of Wichita located near the K-96 and I-135 interchange, Wichita, Sedgwick County, Kansas. iSi conducted Limited Phase II activities on October 13, 2006. This report provides information concerning the Limited Phase II activities.

2.0 LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT ACTIVITIES

The following tasks were completed during the limited Phase II ESA investigation conducted during the month of October 2006. Refer to the attached Figure for sample locations described below.

- Trichloroethene (TCE) Plume Definition:
  - iSi collected two groundwater samples in the middle of the north property boundary to determine if TCE has migrated onto the property via groundwater (Probes 1 and 2). Samples were analyzed for volatile organic compounds (VOCs).
  - iSi collected one groundwater sample at the south property boundary (Probe 3) downgradient from Probes 1 and 2. Samples were analyzed for VOCs.
  - iSi collected soil samples [0 to 4 feet below ground surface (bgs)] at Probes 1 and 2 to determine if there is a surface soil impact from TCE contamination. Samples were analyzed for VOCs.

- Old John's Sludge Pit Definition:
  - iSi collected two groundwater samples on the subject property in the downgradient direction of the Old John's Sludge Pit. One sample was near the north property boundary (Probe 4) and the other sample was near the south property boundary (Probe 5). These samples were analyzed for VOCs, semivolatile organic compounds (SVOCs), and filtered and unfiltered 8 RCRA metals.

iSi submitted the samples to Pace Analytical services (Pace), Lenexa, Kansas, a Kansas-certified analytical laboratory.

On October 13, 2006 iSi collected groundwater samples from five locations (Probes 1, 2, 3, 4, and 5). Groundwater was obtained at a depth of approximately 35 feet bgs. Additionally, two soil samples were collected (Probes 1 and 2) at a depth of 0 to 4 feet bgs. A Plains Environmental Services (PES) Geoprobe direct push technology (DPT) rig was utilized to collect all soil and groundwater samples. Groundwater was collected by advancing the Geoprobe stainless steel rods to the desired sample depth. A stainless steel sampling screen was then exposed to the groundwater. A Teflon tube with a check valve attached to the bottom was advanced to the screened interval, and groundwater was purged until it appeared clear. A groundwater sample was then collected through the sample tubing. Subsurface soil samples were collected by advancing the stainless steel rods with a plastic liner from the ground surface to a depth of 4 feet. The rods and liner were then removed, the liner cut open, and soil samples transferred from the liner to sample containers.

The possibility exists that, when sediment-laden groundwater samples are placed into nitric acid-preserved containers (as required by the EPA methodology for Methods 6010/7470), metals naturally present in sediment may dissolve and enter the water sample. During Geoprobe DPT groundwater sampling activities, the best efforts are made to purge groundwater of all sediment prior to placing groundwater samples into nitric-acid preserved containers. However, it is not possible to remove all sediment from the groundwater sample, and some sediment will enter the sample container.

Particle-filtered samples (or dissolved metal samples) are a more representative sample for properly installed wells; therefore, filtered samples were collected. Dissolved metals analyses will indicate whether metals are actually dissolved in the groundwater by physically removing all sediment. A dissolved metals analysis is prepared by placing a groundwater sample into an unpreserved sample container, then passing the groundwater through a filter and into a nitric acid-preserved container. Filtered samples were collected at Probes 4 and 5.

3.0 SAMPLE RESULTS

Analytical laboratory results indicate that VOCs were detected in groundwater samples at Probes 1 and 3. Analytes identified include 1,1-dichloroethene (1,1-DCE), cis-1,2-dichloroethene (c-1,2-DCE), trans-1,2-DCE (t-1,2-DCE), and trichloroethene (TCE). Total metals were identified at Probes 3 and/or 4 including arsenic, barium, cadmium, chromium, lead, selenium, and mercury. One filtered metal, barium, was identified at Probes 3 and 4. No analytes were encountered in the soil samples.

TCE was the only VOC identified above the Kansas Department of health and Environment (KDHE) Tier II Risk-Based Standards for Kansas (RSK) level of 5.0 micrograms per liter (µg/l) for the non-residential scenario groundwater pathway. TCE was encountered at Probes 1 and 3 at concentrations of 9,500 µg/l (upgradient side of property) and 1,630 µg/l (downgradient side of property), respectively. The metals total arsenic, total cadmium, total chromium, total lead, and total selenium were encountered at concentrations above their respective KDHE RSK levels for the non-residential scenario groundwater pathway.

4.0 CONCLUSIONS

- VOCs have been identified in groundwater samples collected on the upgradient side of the property (Probe 1) as well as the downgradient side of the property (Probe 3). TCE was identified at concentrations above the KDHE Tier II RSK levels for the groundwater pathway.
- No VOCs have been identified in soil samples collected on the property.
- Total and dissolved metals were identified in groundwater samples collected on the upgradient side of the property (Probe 4) as well as the downgradient side of the property (Probe 5) including arsenic, barium, cadmium, chromium, lead, selenium, and mercury. Total metals arsenic, cadmium, chromium, lead, and selenium were identified at concentrations above their respective KDHE Tier II RSK levels for the groundwater

pathway. This sample strongly suggests that too much sediment was present in the sample, so filtered samples were collected. Filtered samples are more representative of samples taken from the subject property water sampling wells, and resulted in no locations showing concentrations above their respective KDHE Tier II levels for the groundwater pathway at locations both upgradient and downgradient of the subject property.

- Analyses of groundwater for filtered (dissolved) metals indicated that all metals were below their KDHE RSK levels.
- Groundwater samples analyses indicate that several VOC analytes as well as metals are migrating in groundwater onto the property from the north, migrating in a southerly direction, and migrating offsite to the south.

REAL ESTATE OPTION CONTRACT

City of Wichita, Kansas ("CITY"), the fee simple owner of parcel of real estate situated in Sedgwick County, State of Kansas ("PREMISES"), shall not transfer any ownership rights to the PREMISES to Third Parties with out written approval of the Kansas Military Board ("KMB"), a statutory entity of the State of Kansas, and Hereby grants to KMB the exclusive right to acquire through long term lease the following:

LEGAL DESCRIPTION OF PREMISES

That part of the NW ¼ of Section 3, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, described as commencing at the N.W. of said NW1/4; thence N88°59'51"E, along the north line of said NW1/4, 1293.62 feet for a place of beginning, said place of beginning being the intersection of the south line of road deeded at Book 433, Page 637 with the north line of said NW1/4; thence continuing N88°59'51"E, along said north line, 955.28 feet to the east right-of-way line of the Wichita and Valley Center East Branch Interception Canal, as condemned in Condemnation Case A-29430; thence S00°45'09"E, along said east right-of-way line, 396.90 feet; thence S74°00'51"W along a right-of-way line of said canal and extended, 527.23 to the point of curvature of a curve to the left having a radius of 533.11 feet, a central angle of 38°32'53", and an arc length of 358.67 feet; thence along said curve 358.67 feet to the point of tangency of said curve, said point being on the west right-of-way line of said canal; thence S35°27'58"W along said west line, 1777.75 feet; thence S33°49'01"W along said west line, 141.28 feet to a point on the east line of I-135 highway right-of-way as condemned in Condemnation Case C-7212-65; thence N00°29'28"W along said east line, 186.91 feet; thence N01°14'40"E along said east line, 660.38 feet; thence N00°29'28"W along said east line, 806.73 feet to the intersection of the east line of said I-135 highway right-of-way and the southerly line of road deeded at Book 433, Page 637; thence N52°05'32"E along said southerly line, 734.88 feet; thence N62°15'32"E along said southerly line, 404.86 feet to the place of beginning, together with that part of the SW1/4 of Section 34, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, described as commencing at the S.W. corner of said SW1/4; thence N88°59'51"E, along the south line of said SW1/4, 1293.62 feet for a place of beginning, said place of beginning being the intersection of the south line of road deeded at Book 433, Page 637 with the south line of said SW1/4; thence N62°15'32"E along southerly line of said road, 150.05 feet; thence N69°46'32"E along said southerly line, 871.41 feet to the east right-of-way line of the Wichita and Valley Center East Branch Interception Canal, as condemned in Condemnation Case A-29430; thence S00°45'09"E, along said east right-of-way line, 354.40 feet to the south line of said SW1/4; thence S88°59'51"W, along said south line, 955.28 feet to the place of beginning.

until December 31, 2016, upon the terms and conditions stated herein.

KMB may exercise this option by giving notice to CITY. Lease terms and provisions are mutually agreed to in advance by Both Parties (See attached REAL ESTATE LEASE AGREEMENT).

Consideration for this REAL ESTATE OPTION CONTRACT shall be the sustained pursuit of federal funding through the Department of Defense MILCON process for the construction of a National Guard Readiness Center or Armed Forces Reserve Center and/or Field Maintenance Shop by the Kansas National Guard and the mutual benefits derived from construction of the Heartland Preparedness Center.

The CITY agrees to perform the site and infrastructure improvements necessary for the Kansas National Guard to construct planned National Guard facilities. Necessary site and infrastructure improvements shall be completed prior to the contracted date to begin construction of National Guard funded facilities. CITY funded improvements shall be performed in accordance with City of Wichita and Sedgwick County ordinances, capital improvement procedures, and city planning processes.

Upon exercise of this option by KMB, a lease document in accordance with the terms and provisions found in the attached REAL ESTATE LEASE AGREEMENT , shall be finalized within 90 days. The CITY shall convey to the KMB these same leasehold rights to the PREMISES and both KMB and CITY shall be burdened by the same obligations.

During the period between exercise of the option by KMB and the final signature of the REAL ESTATE LEASE AGREEMENT, the PREMISES shall be the sole responsibility of the CITY.

APPROVALS OPTIONEE & OPTIONOR

CERTIFICATION STATEMENT: I certify that the lease agreement is entered into within the authority of law, is with my approval, and that the person signing the same for the state immediately below is authorized to do so.

OPTIONEE: City of Wichita, Kansas

_____
Mayor Date

ATTEST:

_____
City Clerk Date

APPROVED:

_____
City Attorney Date

OPTIONOR: State of Kansas, Kansas Military Board

_____
Chairman Kansas Military Board Date

ATTEST:

_____
The Adjutant General of Kansas Date

APPROVED:

_____
Staff Judge Advocate, Kansas Date

Agenda Item No. 3.

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council Members

SUBJECT: Heartland Preparedness Center Land Lease Contract and Cost/Space Revalidation Study (District I)

INITIATED BY: Department of Public Works
Wichita Fire Department

AGENDA: Unfinished Business

- -

Recommendation: Approve the Contracts.

Background: The Kansas Army National Guard (KSARNG) is in the final phase for design and construction of a new Armed Forces Reserve Center (AFRC) in Wichita, Kansas. The partnership between the City of Wichita, Sedgwick County and KSARNG was initiated over a decade ago with a vision for a Heartland Preparedness Center. In 2002, the City/County dedicated a 30-acre site for this new center and agreed to provide $3.4 million to cover design and preliminary site costs. Due to the later partnering of the United States Marine Corps Reserve (USMCR) with KSARNG, the AFRC is now100% federally funded, including all space shared with City/County functions, but not including any facilities that are 100% dedicated to City/County use.

In 2003, 35% architecture design services were completed by Gossen Livingston Associates at the expense of the City/County. This design included facilities for the Army National Guard, Marine Reserve, City/County Law Enforcement Training, 911 Emergency Communications Training, and City/County Fire Training.

In 2007, after a reorganization and expansion of the KSARNG mission at the AFRC, Jacobs Facilities Inc. (Jacobs) was contracted through the United States Property and Fiscal Office on behalf of the KSARNG to update the AFRC site plan to meet the expanded programmatic requirements and to update the cost estimates. The December 16, 2005 AFRC requirements had included a total area of 142,968 gross square feet (GSF) with an estimated cost of $29.59 million. The revised AFRC dated June 27, 2007 now lists a total area requirement of 220,466 GSF. The new cost estimate for the entire AFRC revised program is $66.8 million.

The land area available for the AFRC is limited, and it is further constrained by two major drainage ditches that pass through the site. In fitting the increased space requirements of the AFRC onto the available land, the Jacobs study moved the proposed City/County Fire Training Facility across one of the large ditches into an area of Grove Park not previously planned for construction. Operational inefficiencies related to this new less-desirable location plus a lengthy time frame for implementation led City/County Fire to forgo locating their tactical training facilities at the AFRC, and instead, chose to locate them at the existing Fire Training Grounds at 4780 E. 31st Street South in Southeast Wichita.

The Jacobs study validated the need for Law Enforcement and Fire Training to be located at the AFRC, but a design study was never done. Now that Law Enforcement intends to keep their training facility at the AFRC, but City/County Fire will relocate their training facilities elsewhere, there is a serious need for the City/County to re-study the scope of the City/County-funded facilities that are needed at both locations and to update their estimated construction costs.

Analysis: KSARNG must have a firm commitment on the proposed site from the City to meet the FY 2011 Federal funding and approval obligations. The Kansas Adjutant General's Department and the City of Wichita's Law Department have jointly developed a land lease contract for the Heartland Preparedness Center. This contract, which is needed to secure the FY 2011 Federal dollars, meets the requirements of the KSARND and the City of Wichita, and is now submitted for Council approval.

In addition to the land lease contract, a revalidation cost and space study is necessary due to the recent years' changes in the Heartland Preparedness Center Project. The purpose of the study will be to 1) Revalidate the space/cost program for the City/County Law Enforcement and 911 Emergency Communications training on the AFRC site, 2) Revalidate the space/cost program for the City/County Regional Fire Training Facility on its existing site in Southeast Wichita, 3) Update construction cost estimates for utilities, roads and other off-site work as committed by the City/County for the AFRC, and 3) Enable the City/County to validate their current and future year Capital Improvement Program requirements as they relate to the Heartland Preparedness Center and the Regional Fire Training Facility.

A contract has been negotiated with the firm of Gossen Livingston Architecture to provide the revalidation cost and space study in an amount of $78,336 which will be split equally between the City and County at $39,168 each. Gossen Livingston will invoice each agency directly for their respective costs.

Financial Considerations: Since the Regional Fire Training Facility was originally planned as part of the Heartland Preparedness Center, the CIP funding for the City's involvement was designated for the Wichita Fire Department. Even though a new Fire Tower and other improvements have been made to the existing Fire Training Grounds in Southeast Wichita, the City's CIP funding for planning work at the Heartland Preparedness Center is still designated for the Fire Department. Therefore, the revalidated cost study is authorized in the approved 2007-2016 Capital Improvement Program (CIP), Fire Training Grounds (Project No. 435419, OCA No. 792487) at $55,000.

Goal Impact: The Heartland Preparedness Center satisfies the Safe and Secure Community Goal by combining the National Guard, Marine Reserves, City/County law enforcement, community needs into a facility that will put Wichita and Sedgwick County in a position of National Leadership in meeting the needs of local Homeland Defense.

Legal Considerations: The Law Department has approved the Contracts as to form.

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

Attachments: Contracts

CONTRACT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT, Made and entered into this _____day of _____, 2008,

BY AND BETWEEN THE CITY OF WICHITA, KANSAS,
A Municipal Corporation, hereinafter referred to as "**OWNER**"

AND GOSSEN LIVINGSTON ARCHITECTURE,
hereinafter referred to as "**ARCHITECT**"

WHEREAS, The CITY is authorized by law to employ consulting architects and engineers to assist in the plans, supplemental specifications (if required) and the estimates of costs of work for the PROJECT; and

WHEREAS, the **OWNER** desires to have plans and specifications prepared and to complete Professional Services to Revalidate the Space Needs Program for the Heartland Preparedness Center and Regional Fire Training Facility hereinafter referred to as the "PROJECT"; and

WHEREAS, **ARCHITECT** wishes to provide professional services to the **OWNER** to do such evaluation, preparation of plans and specifications, and related services therefore:

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

I. PURPOSE:

The **OWNER** employs the **ARCHITECT** and he agrees to perform all necessary professional services hereinafter set forth in connection with the "PROJECT" of the City of Wichita, to Revalidate the Space Needs Program for the Heartland Preparedness Center, located generally at I-135 and New York and the Regional Fire Training Facility, located generally at 4780 E. 31st S., Wichita, Sedgwick County, Kansas.

II. BASIC SERVICES:

The **ARCHITECT** shall render all architectural services necessary as set out in **EXHIBIT "A"** a copy of which is attached hereto and which is incorporated herein by reference.

III. THE ARCHITECT AGREES

A. To provide the various technical and professional services and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").

B. To attend meetings with the **OWNER** and other local, State and Federal agencies as necessitated by the SCOPE OF SERVICES (Exhibit "A").

C. To make available during regular office hours, all calculations, sketches and drawings such as the **OWNER** may wish to examine periodically during performance of this Agreement.

D. To save and hold **OWNER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **ARCHITECT**, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by **ARCHITECT** and, where relevant to method of payment, to make such material available to the **OWNER**.

F. To comply with Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the **OWNER'S** Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article V and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with the tasks as outlined in the SCOPE OF SERVICES (Exhibit “A”).

H. To complete the services to be performed by **ARCHITECT** within the time allotted for the PROJECT in accordance with Paragraph VI, Time of Completion; EXCEPT that the **ARCHITECT** shall not be responsible or held liable for delays occasioned by the actions or inactions of the **OWNER** or other agencies, or for other unavoidable delays beyond the control of the **ARCHITECT**.

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

J. **ARCHITECT** shall procure and maintain such insurance as will protect the **ARCHITECT** from damages resulting from the negligent acts of the **ARCHITECT**, its officers, and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than $1,000,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **ARCHITECT** agrees to advise the **OWNER**, in writing, of the person designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The **ARCHITECT** shall also advise the **OWNER** of any changes in the person designated Project Manager. Written notification shall be provided to the **OWNER** for any changes exceeding one week in length of time.

The designated Project Manager SHALL coordinate ALL aspects of this Project through the **OWNER'S** Project Manager. Any requests from any other staff agency, which would affect the **ARCHITECTS** time or expense relative to this Project, **MUST** be approved by the **OWNER'S** Project Manager.

IV. THE OWNER AGREES:

A. To furnish all available data pertaining to the PROJECT now in the **OWNER'S** files at no cost to the **ARCHITECT**. Confidential material so furnished will be kept confidential by the **ARCHITECT**.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the **ARCHITECT**, except as specified in EXHIBIT “A”.

C. To pay the **ARCHITECT** for his services in accordance with the requirements of this Agreement.

D. To provide the right-of-entry for **ARCHITECT'S** personnel in performing field surveys and observations.

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

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

G. To save and hold **ARCHITECT** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or cause by errors, omissions, or negligent acts of **OWNER**, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.

V. PAYMENT PROVISIONS:

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

A. For the complete architectural, mechanical, plumbing, electrical and civil engineering services and other related items including those items identified in SCOPE OF SERVICES, EXHIBIT "A" a single stipulated lump sum fee of Seventy Eight Thousand, Three Hundred Thirty Six Dollars ($78,336.00) which shall constitute complete compensation for the services. This is an inclusive fee and all reimbursable expenses are included. Division of costs will be $39,168 City of Wichita (**OWNER**) and $39,168 Sedgwick County. The **ARCHITECT** will invoice each agency directly for their costs.

B. Payments are payable to the **ARCHITECT** within thirty (30) working days from the date of receipt of invoice. If any invoice is outstanding for more than thirty (30) working days from the date due, the **ARCHITECT** shall have the right, in addition to any and all other rights provided, to refuse to render further services to the **OWNER** and such act or acts shall not be deemed a breach of this agreement. Continued performance and/or completion of work by the **ARCHITECT** under this agreement are contingent upon payment of fees by the **OWNER**. The **OWNER** shall reimburse the **ARCHITECT** for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.

C. When requested by the **OWNER,** the **ARCHITECT** will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. **ARCHITECT** or witness for the **OWNER** in any litigation, administrative hearing, and other legal proceedings related to the PROJECT.

2. Additional design services not covered by the scope of this Agreement.

3. Construction staking, material testing, observation and administration related to the PROJECT.

4. A major change in the SCOPE OF SERVICES for the PROJECT.

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

E. If services are rendered by the **ARCHITECT** for the PROJECT(s) or portions of the PROJECT(s), but the **OWNER** elects to cancel the PROJECT(s) or portions

thereof the **ARCHITECT** shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, multiplied by the percentage completed.

F. This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

VI. TIME OF COMPLETION:

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

A. One hundred twenty (120) working days from the date of approval of the Contract pending availability of **OWNER** and staff.

B. The **OWNER** agrees to cooperate with the **ARCHITECT** in considering drawings and data submitted and to make necessary decisions promptly to facilitate completion in the stipulated time, and the **OWNER** agree to furnish promptly to the **ARCHITECT** upon written request any approvals and instructions required to be given by the **OWNER** to the **ARCHITECT** under the terms of the Contract.

VII. REVISIONS OF PLANS:

Unless the **OWNER** officially in written form has authorized an increase in funds established for the construction estimates of cost, the **ARCHITECT** agrees to make any such revisions in plans and specifications as are necessary and as are satisfactory to the **OWNER**, to bring the PROJECT within the approved estimated cost, such revisions to be made at his own expense without cost to the **OWNER**, whether or not said plans and specifications have theretofore been approved by the **OWNER**; PROVIDED, that if said plans and specifications have been approved by the **OWNER**, should the **OWNER** desire any material changes in the type of construction or other changes not necessary to be made for the purpose of bringing the cost of the PROJECT within the estimate, the **OWNER** shall pay the **ARCHITECT** the cost of making such revisions.

VIII. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the **OWNER** to terminate this Agreement, upon fourteen days prior written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the **ARCHITECT'S** inability to proceed with the work, or because the services of the **ARCHITECT** are unsatisfactory; PROVIDED, however, that in any case the **ARCHITECT** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement, in no case shall payment be more than the **ARCHITECT'S** actual costs plus a fee for profit based upon a fixed percentage of the **ARCHITECT'S** actual costs. The **ARCHITECT** may terminate this Agreement upon giving the OWNER 14 days prior written notice for breach by the OWNER of any material term, including but not limited to payment terms.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the **OWNER** upon completion or

termination of the **ARCHITECT'S** services and payment in full of monies due the **ARCHITECT**, in accordance with this Agreement. The **OWNER** shall not re-use or make any modification of the plans and specifications without the prior written authorization of the **ARCHITECT**. The **OWNER** agrees to hold the **ARCHITECT** harmless from all claims, liability or cost, including reasonable attorney fees and defense costs, which arise out of such further use without the participation of the **ARCHITECT**.

C. That the services to be performed by the **ARCHITECT** under the terms of this Agreement are personal and cannot be assigned sublet or transferred without specific consent of the **OWNER**. The **OWNER** shall not assign or transfer rights or interest in this Agreement without specific consent of the **ARCHITECT**.

D. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the **OWNER**, provided, however, that the **ARCHITECT** shall request extensions, in writing, giving the reasons therefore.

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

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

G. The rights and remedies of the **OWNER** and the **ARCHITECT** provided for under this Agreement are in addition to any other rights and remedies provided by law.

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

I. Unless otherwise stipulated in this Agreement, all subcontractors retained to assist **ARCHITECT** in performing his duties will be paid by the **ARCHITECT**.

J. The **ARCHITECT** agrees to employ structural, mechanical, civil, and electrical engineers, if necessary, as determined by the **ARCHITECT** and **OWNER** jointly, for design and analysis and to pay the fees as contracted for with the individual engineers for such services. These fees are not reimbursable expenses.

K. Special Consultants or Subcontractors are those who provide services other than those provided by the **ARCHITECT**. If it is requested that any Special Consultants or Subcontractors be retained on the **OWNER'S** behalf, their charges will be paid separately and directly by the **OWNER**. Invoicing and payment shall be arranged separately between the **OWNER** and the Special

Consultants or Subcontractors.

L. If a firm or firms are separately engaged by the **OWNER** to work under the general direction of the **ARCHITECT**, the **ARCHITEC**T shall have no responsibility or technical sufficiency of the services of such separately engaged firms.

M. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be governed by the laws of the State of Kansas.

N. Unless otherwise provided in this Agreement, the **ARCHITECT** and employees, or subcontractors shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

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

CITY OF WICHITA, KANSAS

_____

Carl Brewer, Mayor

ATTEST:

GOSSEN LIVINGSTON
ARCHITECTURE

_____
Karen Sublett
City Clerk

by_____
Mike Kandt, AIA, CSI
Senior Vice-President

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

EXHBIT "A"

SCOPE OF SERVICES
REVALIDATE THE SPACE NEEDS PROGRAM
FOR
HEARTLAN PREPAREDNESS CENTER
LAW ENFORCEMENT, 911 EMERGENCY COMMUNICATIONS
TRAINING, REGIONAL FIRE TRAINING FACILITY
FOR
CITY OF WICHITA AND SEDGWICK COUNTY

General

1. The purpose of this effort is to revalidate the space program for the law enforcement, 911 Emergency Communications training and fire fighter training facilities for the City of Wichita and Sedgwick County, Kansas.

2. Also intended, is to update cost estimates for these facilities for use in forecasting funding needs by the City of Wichita and Sedgwick County.

3. In addition, the **ARCHITECT** should include a concept design of the Fire Training facility at the 31st Street site and replatting of the site to include the corner lot and the recovered Norris site.

4. Two sites are now involved: the north site is the original location of all these facilities at I-135 and 96 highways. The south site is the existing fire training facility at 31st Street South and Oliver.

Revalidation of Program

5. The **ARCHITECT** shall meet with appropriate city and county users and staff and review the previous program developed by Gossen Livingston and compare this to the program developed by Jacobs.

6. The revalidated program shall include revisions to move the fire training facilities to the south site and to keep the law enforcement and 911 Emergency Communications training facilities at the north site. The result will be two programs for two separate facilities.

Cost Estimates

7. Develop cost estimates in sufficient detail to determine cost breakouts for the various city and county entities. Costs should be realistic and include estimated escalation to the mid-point of construction. These estimates will be used to develop input for the city's and county's Capital Improvement Programs.

8. Costs should also be broken down by phase as determined.

9. Infrastructure costs for utilities, roads and other off-site work should also be included.

Law Enforcement Facilities (North Site)

10. The north facility should be developed as a separate building adjacent to the National Guard. Maximizing shared facilities is desirable.

11. Include fees to develop proposal to the Union Pacific Railroad for use of their Right-of-Way. Develop drawing and request memo and coordinate with city.

Fire Training Facilities (South Site)

12. The south site was originally developed to be expanded with this training center. This project should include a concept floor plan and site plan for this facility, designed and cost estimated so it can be implemented in stages. This would permit the design of this facility to progress immediately to completion, but that completion is not a part of this scope.

13. Facilities at this site may include a vehicle maintenance facility and fueling facilities.

14. The city has reacquired the parcel west of the site previous sold to David Norris. This should be combined with the small parcel at the corner of Oliver and 31st Street South into a new plat to cover the entire land north of 31st Street South between Olive and the turnpike. This plat should be done by Baughman who is already working on a plat of the former David Norris property.

Deliverables

15. Develop a report to document the program for approval by the city and county authorities. Deliver 12 color hard copies and 4 CD's of electronic copies. This will be split equally between the city and county.

16. Include concept drawings of the south site floor plans and site plans. Concept drawings of the north site facilities should be proposed, but will necessarily be preliminary in nature until the National Guard project moves forward and that design is developed.

17. Develop a MS Power Point presentation to allow proponents to brief their organizations. Two will be needed one for the city and one for the county.

18. Plat of the Regional Fire Training Facility to include the existing Fire Training grounds, the former David Norris property and the corner lot at Oliver and 31st Street South.

EXHIBIT "B"

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

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

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

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

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

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

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

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

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

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination --

Equal Employment Opportunity in all employment relations, including but not limited to em-

ployment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

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

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

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

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

D. Exempted from these requirements are:

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

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

CITY OF WICHITA
City Council Meeting
June 17, 2008

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Terminal Area Redevelopment Program – Apron Phase I

INITIATED BY: Department of Airports

AGENDA: Unfinished Business

Recommendation: Adopt the Resolution.

Background: Capital projects undertaken by the Wichita Airport Authority are funded by Federal Aviation Administration grants, Passenger Facility Charge (PFC) collections, grants from other sources such as the Transportation Security Administration and Airport operating revenues. The timing for the actual receipt of outside funds can vary depending on circumstances such as Congressional action and passenger activity levels. In order to assure that capital project schedules are not interrupted due to these timing fluctuations, City procedure calls for a notice of intent to issue debt financing for the full budget of the project. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or the form of General Obligation bonds for long term financing. 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 that a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof and the manner of payment needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council at a later date.

Analysis: On June 3, 2008, the Wichita Airport Authority authorized an increase in the Terminal Area Redevelopment Program (TARP) budget to include the cost of constructing Phase I of the terminal apron along with the corresponding expected construction-related services from the design firm. It is now appropriate to make notice of the intent to use debt financing for this project with the specific financing amount and length being identified when the actual issuance of the bonds/notes is authorized in the future by City Council.

Financial Considerations: The current budget for the TARP is $24,464,572.00 which represents the maximum cost that will be financed with General Obligation bonds/notes at this time. The anticipated total estimate for the entire project remains at $160 million, which includes a reserve of $10 million. The ultimate total budget will be established at a future date when the design work for the entire project is completed, and the construction of the terminal building is set to begin sometime in 2009. Prior to that time, however, smaller elements of enabling site work design and construction will be necessary and the incremental funding mechanisms will be put into place as the authorized budget amount moves towards the $160 million total. The source of repayment for the bonds/notes will be a combination of grants, PFC collections and Airport revenues.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is leveraged through the use of financing for capital projects.

Legal Considerations: The Law Department has approved the Authorizing Resolution as to form.

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

Attachments: Authorizing Resolution.

OCA = 501380; UC1 = 1002

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

RESOLUTION NO. _____

AN RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF LAND ACQUISITION AND/OR CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY;AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. l3-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

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

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of land acquisition and/or certain capital improvements, specifically,

Terminal Area Redevelopment Program – Apron Phase I

to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas (such land acquisition and/or improvement to be referred to herein as the "Project").

SECTION 2. That the cost of the above described Project is estimated to be Twenty Four Million Four Hundred Sixty Four Thousand Five Hundred and Seventy Two Dollars ($24,464,572), exclusive of the cost of interest on borrowed money, to be paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost shall be financed through the issuance of general obligation bonds under the authority of K.S.A. l3-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas. The maximum principal amount of bonds issued for this Project shall not exceed $24,464,572.

SECTION 3. To the extent the Project is a capital improvement, the above described Project shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

OCA = 501380; UC1 = 1002

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, _____,_____.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council

SUBJECT: Letter of Intent for Broadview Hotel Incentives (District VI)

INITIATED BY: Submitted at the request of City Council

AGENDA: Unfinished Business

Recommendation: No recommendation.

Background: The Broadview Hotel was built in 1922 and has been an important downtown landmark ever since, due to its prominent location at Douglas and Waco, next to the Douglas Avenue Bridge over the Arkansas River. In recent years, the Hotel has struggled; it has spent most of the past ten years in bankruptcy. In 1996, the City of Wichita provided incentives to Grand Heritage Hotels for the acquisition and rehabilitation of the Broadview, which included industrial revenue bonds (IRBs), property tax abatement and purchase of the Broadview Parking Garage by the City.

In 1999, the successor to Grand Heritage placed the Broadview in bankruptcy, which led to it being taken over by the bank that owned the IRBs. The bank retired the IRBs and sold the hotel to a group of investors from Miami and Los Angeles. A dispute among the owners, unrelated to the Broadview Hotel, resulted in the hotel going back into bankruptcy in 2004, where it remains to this date. The debtor-in-possession has failed to present an acceptable reorganization plan for the Hotel and the first mortgage lender has filed for foreclosure on the property.

In December 2007, PAZ Management, Inc. a real estate investment firm from Poughkeepsie, NY entered into a real estate purchase agreement to purchase the Broadview Hotel from the bankruptcy debtor-in-possession. The agreement contained certain provisions relating to obtaining financial assistance from the City of Wichita as a condition for the purchase of the Hotel. PAZ and City staff have negotiated the terms of a Letter of Intent to provide IRB and general obligation (GO) bond financing and other incentives for the acquisition and rehabilitation of the Broadview Hotel.

This item was discussed by the City Council on June 3, 2008 and continued for additional consideration at its meeting on June 17, 2008.

Analysis: The attached Letter of Intent, addressed to PAZ as managing member of Partner Hospitality LLC (PH), contains the elements outlined below, including the issuance of IRBs and GO bonds to finance the acquisition and rehab of the Hotel and Parking Garage, the sale of the Parking Garage to PH Garage Properties LLC, property tax abatement on the Hotel and Parking Garage and other incentives.

Industrial Revenue Bonds

The City would issue two series of taxable IRBs in an aggregate principal amount not-to-exceed $30 million to finance the acquisition and rehab of the Hotel and parking garage. The actual amount to be issued will be determined by a detailed property improvement plan prepared for the Broadview Hotel by a hotel chain whose brand affiliation would be attached to the hotel, as approved by the City. The Series "A" IRBs will be purchased by the developer's senior lender and will be superior in lien to all other bonds, with respect to the payment obligation and claim to collateral. The Series "B" IRBs will be

purchased by the developers and other equity investors in the hotel and garage. Structuring the equity investment as a subordinated IRB facilitates maximum benefit from property tax abatement.

General Obligation Bonds

The City would issue taxable GO bonds to fund a loan to the developers in the amount of $4.5 million, using its constitutional home rule authority. The loan would be structured as an IRB-type lease obligation, with the hotel's bond payment obligation being subordinated to the payment of the Series "A" IRBs, but senior to the payment of the Series "B" IRBs. The GO bonds would be structured with three years of interest-only payment, a 15-year term and 20-year amortization, with a balloon payment at the end of 15 years. Proceeds would be used to finance rehab costs and would include a capitalized interest reserve to pay interest during the first three years.

Purchase of Parking Garage

The City would sell the Broadview Parking Garage to the developers for the amount needed to retire the City's special obligation bonds that were issued to acquire the garage in 1997. There is currently approximately $800,000 left outstanding. Approximately $650,000 in delinquent Special assessments will be paid to the City, in addition to the $800,000 purchase price. The real estate contract governing the sale of the garage will stipulate that the garage will continue to serve as a public parking garage and be available for event parking for Century II.

Property Tax Abatement

Using IRB authority, the City would grant a 100% property tax abatement for the hotel and parking garage, to the maximum extent allowed by law. State law may not allow an exemption on the portion of the property financed by the GO bonds.

Façade Improvement Loan

The City would allow the Hotel to participate in its Façade Improvement Program. The preliminary property improvement budget identifies approximately $120,000 in façade costs that would be eligible for this program. Improvements would be financed with City special assessment bonds, to be paid over a 15 or 20-year period.

Riverbank Improvements

The City would agree to accelerate the priority for completing programmed improvements to the Arkansas River riverbank adjacent to the Broadview Hotel between Douglas and First Street. The City would direct its riverbank design consultants to collaborate with the developer's consultants to ensure the improvements coordinate with and compliment the Hotel renovations.

Historic Preservation Tax Credits

The City would assist the developer to obtain, at their sole discretion, historic place designation and help with the process of obtaining tax credits.

Conditions Precedent

As a condition for obtaining any City incentives, the developer must obtain a binding written commitment for a hotel franchise from either Wyndham Hotels or Marriott Renaissance Hotels, or a similar hotel chain acceptable to the City. In addition, standard IRB letter of intent conditions will apply.

Cost-Benefit Analysis

State law requires a cost-benefit analysis be conducted prior to the approval of property tax abatements. Since the actual amount of investment will not be known until a hotel franchise commitment is received, following the development of a property improvement plan, the required cost-benefit study will be performed, and the tax abatement formally approved, at the time the IRBs are issued.

Financial Considerations: PAZ Management agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds. The actual amount of the proposed property tax abatement cannot be estimated until the amount of the property rehab costs are known. The current taxes on the Broadview Hotel are approximately $166,000.

The City's general obligation bonds issued for this project would be sold as part of the City's regularly scheduled semi-annual bond sales. The bonds would be payable in the first instance by lease payments from the Broadview Hotel, and to the extent that lease payments are not received, by City tax funds in the Debt Service Fund. In this case, City tax funds could be liable for up to $4.5 million of principal, plus accrued interest on the bonds. Use of monies in the Debt Service Fund could negatively impact the ability to initiate projects in the Capital Improvement Program. The Hotel's obligation to make lease payments to the City would be subordinate to payments to the Series "A" bondholder, and the general obligation bonds will not be secured by the Hotel or Garage property.

Goal Impact: Economic Vitality and Affordable Living and Core Area and Neighborhoods. The vitality of the downtown area and the viability of the Century II Convention Center is directly impacted by maintaining first-class hotels in the Core Area.

Legal Considerations: Bond documents would be prepared by the City's contract bond counsel, Kutak Rock LLP and reviewed and approved as to form by the Department of Law. The use of general obligation bonds to fund economic development grants and loans has been tested in court and found to be legal in Kansas.

Recommendations/Actions: Submitted without staff recommendation.

Attachments: Letter of Intent

[CITY OF WICHITA LETTERHEAD]

[date]

Paz Management, Inc.
Manager, Partner Hospitality, LLC
32 Pine Tree Drive
Poughkeepsie, New York 12603
Attn: Mr. Azzy Reckess, President and CEO

Re: Letter of Intent to Issue IRBs and Provide Other Incentives for Development of Broadview Hotel and the Adjacent Area

Dear Mr. Reckess:

Subject to final approval by the City Council, this Letter of Intent with Partner Hospitality, LLC ("PH") is submitted in order to set forth the agreement of the parties concerning the principal elements of the City's intent to provide the incentives outlined herein, including the issuance of Industrial Revenue Bonds pursuant to K.S.A. 12-1740 *et seq.*, to acquire and rehabilitate the Broadview Hotel and the Broadview Garage. PH through its two wholly owned subsidiaries PH Broadview Properties, LLC and PH Garage Properties, LLC will acquire and rehabilitate the Broadview Hotel and the Broadview Garage. This letter of intent is subject in all respects to subsequent actions by the City Council to authorize specific incentives outlined herein and does not constitute a binding obligation of the City of Wichita. Absent subsequent rescission or extension by action of the governing body, this letter of intent to issue bonds and provide other incentives will remain in effect for a period of seven months, ending December 31, 2008.

I. INDUSTRIAL REVENUE BONDS

The City intends to authorize the issuance of taxable Industrial Revenue Bonds ("IRBs") to finance the cost of acquiring, improving, equipping, furnishing, repairing, and remodeling of the Broadview Hotel, 400 West Douglas, Wichita, and the nearby garage in an aggregate principal amount not to exceed $30,000,000. The bonds to finance this project will be issued in three series: Series A bonds will be issued as senior lien IRBs, Series B bonds will be issued as fully subordinated IRBs, and the third series of bonds will be issued as general obligation bonds pursuant to the City's constitutional home rule authority.

The Series A bonds will be privately placed to the senior lender, will be senior to all other bond series with respect to their lien on the Broadview Hotel and Broadview Garage property and to the bond payment obligation from PH. The bonds will carry an amount, maturity, interest rate, principal amortization/reduction, and other terms as will be negotiated with the senior lender. The principal amount of the Series A bonds will be not less than $4,500,000.

The Series B bonds will be purchased by the equity holders of PH and will be fully subordinated to the Series A bonds and the general obligation bonds with respect to lien on the Broadview Hotel and Garage property and the bond payment obligation from PH. The Series B bonds will be issued in the amount needed to finance all acquisition and rehabilitation costs of the Broadview Hotel and Broadview Garage not financed by the Series A bonds and the general obligation bonds, subject to the maximum aggregate principal amount of bonds authorized by this letter of intent.

Approximately $6,000,000 of the aggregate IRB proceeds will be used to acquire the Broadview Hotel; the remainder will be expended for the costs of the transactions, renovations, and costs of bond issuance.

II. GENERAL OBLIGATION BONDS

The taxable general obligation bonds will be issued in the principal amount of $4,500,000 and will include a capitalized interest amount sufficient to pay interest on the bonds for a period of three years. The bonds will be sold at competitive sale in the same manner as other City general obligation bonds, will bear interest at the rate determined by the best bid at a competitive sale and will be structured with an anticipated amortization of 20 years and a maturity of 15 years, with interest only for the first three years. The bonds will be secured by a second lien on the bond payment obligation and a senior lien on the equity interest in PH Broadview Properties, LLC and PH Garage Properties, LLC. Not less than $3,000,000 of the proceeds will be expended on renovations and improvements to the Broadview Hotel.

III. PURCHASE OF PARKING GARAGE

The City and PH Garage Properties, LLC will enter into a contract for the purchase of the parking garage (including the land on which it is located) (the “Broadview Garage”) at 132 North Waco Street, Wichita, for the amount necessary to redeem or defease the existing special assessment bonds, which is estimated to be approximately $800,000. The Series B bond proceeds will be used to finance the garage purchase and redeem or defease the existing bonds. The real estate purchase agreement will include provisions ensuring the use of the garage as a public parking facility during its operations as a garage.

IV. PROPERTY TAX ABATEMENT

Ad valorem taxes will be abated for ten (5+5) years on the property acquired with the IRBs (Broadview Hotel, Garage, and certain surrounding property). *Ad valorem* property taxes will be abated for ten (5+5) years on the improvements to the Broadview Hotel, Garage, and surrounding property acquired with the IRBs. Property financed with general obligation bonds may not qualify for exemption under state law. The Kansas Board of Tax appeals will make the final determination on tax exemption. The City will cooperate with allocation of costs between the IRBs and general obligation bonds to maximize the potential for property tax abatement.

V. OTHER INCENTIVES

PH and the City will take all required action to:

A. Obtain a City Façade Improvement Loan, estimated to be approximately $120,000, subject to final renovation plans and construction costs. The façade improvements will be pursuant to the City's regular façade improvement program, for the two street side facades (Douglas and Waco), and will include a special assessment district for payment of the loan (which will be excluded from the tax abatement).

B. Complete Arkansas River bank improvements between Douglas and First Street as part of the River Corridor Project. The City's design consultants will work with PH to design riverbank improvements that will coordinate with and complement the Broadview Hotel renovations (costs are currently estimated to be $2,000,000).

C. Assist PH to obtain, at the discretion of the owner, and subject to qualification, historical designation of the property, and associated historic preservation tax credits.

VI. OTHER CONDITIONS

The City's intent to provide the economic incentives set forth herein and to issue the IRBs is conditioned on PH obtaining a franchise agreement, or binding commitment to issue the same, in form and substance acceptable to the City, from Wyndham Hotels, Marriott Renaissance Hotels, or similar hotel chain acceptable to the City and its hotel consultant. The franchisor will require a property improvement program acceptable to PH and the City, the cost of which must be fully funded with the proceeds of the IRB. The parties will have agreed procedures for disbursement of proceeds to pay acquisition, transaction, and renovation costs.

Closing of the IRB bond issuance is subject to (i) negotiation of definitive agreements for (a) the acquisition and the operation of the Garage and (b) the IRB bond documents; (ii) bankruptcy court approval of the sale and compliance with façade program procedures; (iii) compliance with state law and City ordinances and policies for (x) the issuance of the IRB bonds and (y) the design and construction of the riverbank improvements; and (iv) receipt of commitments for the purchase of the IRB bonds from the senior lender and the equity holders.

This letter of intent is an indication of the intent of the City to issue the proposed bonds and provide other incentives, and is subject in all respects to the governing body's final approval of the terms of the Bond Ordinances, Trust Indenture, Lease Agreement, Guaranty Agreement and other related documents. In the event that the proposed bonds are not ultimately issued for any reason, the City of Wichita, Kansas shall not be deemed to have assumed or incurred any liability or obligation to PH or any other party by virtue of any proceedings or actions taken in connection therewith.

The issuance of the bonds will be subject to the following additional conditions:

1. Negotiation of a Lease Agreement, which will preclude assignments or subleases made without the City's consent, which consent will not be unreasonably withheld, conditioned or delayed, and which will also contain requirements for completion of the capital investment referred to above, timely payment of all applicable property taxes, compliance with all applicable governmental laws, rules and regulations (including ordinances of the City, as they exist or may hereafter be adopted, pertaining to civil rights and equal employment opportunity, as required by Section 2.12.950 of the Code of the City of Wichita), and provision for payment to the City of any amounts necessary to recapture from PH, the financial benefit conferred by the ad valorem property tax and sales tax exemptions associated with the issuance of the bonds, in the event that PH Broadview Properties, LLC or PH Garage Properties,LLC, fails to comply with any of the conditions referenced in this paragraph.
2. Preparation of an appropriate Bond Ordinance, which will contain a provision pledging the financed property and net earnings therefrom as security for payment of the bonds, pursuant to K.S.A. 12-1744.
3. Execution of guarantees for the payment of the bonds (which, for the tenant, may be in the form of an unconditional guaranty incorporated in the Lease).
4. Agreement to pay all costs incurred by the City for processing the application and issuance of the bonds.
5. Agreement to enter into the City's Administrative Service Fee Agreement providing for annual payments of $2,500 each year for the time period in which the bonds are outstanding.
6. Agreement that, prior to the issuance of the bonds, the applicant will have an approved Equal Employment Opportunity/Affirmative Action Plan on File with the City.
7. An agreement that, prior to the issuance of the bonds, the applicant will have obtained approval from City staff of a proposed water conservation plan.

8. An agreement to submit building and site plans to the City's Design Council for review, and to modify the proposed design as necessary to comply with reasonable Design Council recommendations or conditions.
9. An agreement to make any payment required as a condition of the letter of intent, or which may be required as a contingent payment in the Lease in the event that certain conditions (including failure to comply with other conditions of the letter of intent or the City's Economic Development Incentive Policy) occur during the time period in which the bonds are outstanding.
10. An agreement to provide the City, at the time the proposed Lease agreement is submitted, an Environmental Site Assessment ("ESA"), performed by an independent consultant recognized as an expert in the area, that documents the environmental condition of the property; bonds generally will not be issued if the ESA discloses environmental conditions that might lead to monetary liability for owners or operators of the property.
11. An agreement, to be incorporated in the Lease agreement, that the applicant will use and operate the project in accordance with all applicable environmental laws and regulations, and will indemnify and hold the City harmless from any and all liabilities (other than liabilities resulting from environmental contamination primarily caused by the City's own agents or employees) arising under any environmental law or regulation.
12. An agreement to furnish copies of any annual financial audits to the City.
13. An agreement to cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the applicant and any inspections of the applicant's premises or interviews with the applicant's staff.
14. A commitment to achieve and maintain the wage requirements imposed by the City's Economic Development Incentive Policy, to meet Equal Employment Opportunity/Affirmative Action goals, and to maintain the intended use of the facility, all throughout the term of the bond issue, subject to revocation or requirement for repayment of all public incentives, at the discretion of the City's governing body, in the event of any non-compliance.
15. An agreement to obtain all insurance the City may require in connection with the construction, maintenance or operation of the project, or liabilities arising out of the operation of the project, including (without limitation) a performance bond sufficient to secure completion of the project.
16. An agreement that, prior to issuance of the bonds, the applicant will provide proof that all ad valorem property taxes on the project property due and owing up to the proposed date of issuance have been paid.
17. Arrangement (such as a Bond Placement Agreement) for the sale of the bonds, which shall contain suitable indemnification agreements from the prospective tenant indemnifying and holding the City harmless from liabilities arising from disclosure or registration provisions of state or federal securities laws.
18. An agreement that the tenant will not, while any of the bonds are outstanding, have a commercial banking relationship with the trustee of the bond issue, unless the bondholders shall first acknowledge in writing the existence of the relationship and waive any conflict that might exist as a result of such relationship.

19. An agreement that prior to the issuance of the bonds, the prospective tenant will obtain a suitable commitment for a policy of title insurance insuring the title of any real property conveyed to the City in connection with the financing.

VII. ASSIGNMENT OF LETTER OF INTENT

This letter of intent is not assignable by PH without the City's expressed written consent.

Sincerely,

_____
Carl Brewer
Mayor

Accepted:

Partner Hospitality, LLC

By:_____
Name: Azzy Reckess
Title: President and CEO of
Paz Management, Inc. Manager

Attest:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary Rebenstorf, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $1,400,000 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE INSTALLATION OF IMPROVEMENTS TO CERTAIN EXISTING AVIATION MANUFACTURING AND FLIGHT TESTING FACILITIES AS WELL AS TO FINANCE THE ACQUISITION OF CERTAIN MACHINERY AND EQUIPMENT FOR SUCH FACILITIES LOCATED IN THE CITY OF WICHITA, KANSAS; PRESCRIBING THE FORM AND AUTHORIZING EXECUTION OF A THIRTEENTH SUPPLEMENTAL TRUST INDENTURE BY AND BETWEEN THE CITY AND THE BANK OF NEW YORK TRUST COMPANY, N.A., ST. LOUIS, MISSOURI (THE "TRUSTEE"), AS TRUSTEE WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A THIRTEENTH SUPPLEMENTAL LEASE BY AND BETWEEN LEARJET INC. AND THE CITY; APPROVING THE FORM OF A GUARANTY AGREEMENT; AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT BY AND BETWEEN THE CITY AND LEARJET INC., AS PURCHASER OF THE BONDS.

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

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

WHEREAS, pursuant to various ordinances of the Issuer, the Issuer has heretofore authorized the issuance of twelve series of such taxable industrial revenue bonds, in the original aggregate principal amount of $89,824,328.19 (the "Outstanding Bonds"), for the purpose of constructing, equipping and installing portions of the Project; and

WHEREAS, in connection with the issuance of the Outstanding Bonds, the Issuer has heretofore authorized (i) the execution and delivery of a Trust Indenture dated as of December 1, 1996, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized Thirteenth Supplemental Indenture (the "Indenture") with The Bank of New York Trust Company, N.A., St. Louis, Missouri (as successor to INTRUST Bank, N.A., Wichita, Kansas), as trustee (the "Trustee"), for the purpose of issuing and securing the Outstanding Bonds and any Additional Bonds (as defined therein), and (ii) the execution and delivery of a Lease Agreement dated as of December 1, 1996, as supplemented and amended from time to time in accordance with the provisions thereof and

together with the herein authorized Thirteenth Supplemental Lease (the "Lease"), by and between the Issuer, as lessor, and Learjet Inc., a Delaware corporation duly qualified to do business in the State of Kansas (the "Tenant"), as lessee, under which the proceeds of the Outstanding Bonds were used to pay a portion of the costs of the Project; and

WHEREAS, the Issuer has heretofore and does hereby find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue a thirteenth series of its taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series II, 2008 (Learjet Inc.)" in the original aggregate principal amount not to exceed $1,400,000 (the "Series II, 2008 Bonds") for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing facilities, as well as to acquire certain machinery and equipment for the Project (the "Series II, 2008 Additions"); and

WHEREAS, the Series II, 2008 Bonds are more fully described in the Thirteenth Supplemental Indenture and the Thirteenth Supplemental Lease hereinafter authorized; and

WHEREAS, the Series II, 2008 Bonds and the interest thereon shall not constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the Issuer, nor shall any Series II, 2008 Bond or the interest thereon be a charge against the general credit or taxing powers of the Issuer; and

WHEREAS, the Series II, 2008 Bonds are not general obligations of the Issuer and are payable solely from certain fees, rentals, revenues and other amounts derived by the Issuer pursuant to the Lease, as the same may be further amended and supplemented and, under certain circumstances, from the proceeds of the Series II, 2008 Bonds and insurance and condemnation awards; and

WHEREAS, the Series II, 2008 Bonds shall be equally and ratably secured and on a parity with the Outstanding Bonds and any Additional Bonds (collectively referred to hereinafter as the "Bonds") subject to any partial redemption or release of pledged property permitted by the Lease or Indenture; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Series II, 2008 Bonds (i) to execute and deliver a Thirteenth Supplemental Trust Indenture dated as of June 1, 2008 (the "Thirteenth Supplemental Indenture"), for the purpose of issuing and securing the Series II, 2008 Bonds as provided therein; and (ii) to enter into a Thirteenth Supplemental Lease dated as of June 1, 2008 (the "Thirteenth Supplemental Lease"), pursuant to which the Issuer shall cause the Series II, 2008 Additions to be leased to the Tenant in consideration of payments of Series II, 2008 Supplemental Basic Rent, Series II, 2008 Supplemental Additional Rent and other charges provided for therein.

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

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

Section 2. Authority to Cause the Series II, 2008 Additions to be Constructed, Installed and Equipped. The governing body of the Issuer hereby declares that the Series II, 2008 Additions, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Series II, 2008 Additions to be constructed, installed and equipped all in the manner and as more particularly described in the Thirteenth Supplemental Indenture and in the Thirteenth Supplemental Lease hereinafter authorized.

Section 3. Authorization of and Security for the Series II, 2008 Bonds. There is hereby authorized and directed to be issued a series of the Issuer's taxable industrial revenue bonds in an original aggregate principal amount not to exceed $1,400,000 for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing and additions, as well as acquiring certain machinery and equipment to the existing facilities located in the City of Wichita, Kansas, such series of such taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series II, 2008 (Learjet Inc.)." The Series II, 2008 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Series II, 2008 Bonds shall be equally and ratably secured and on a parity with the Outstanding Bonds and any Additional Bonds, subject to any partial redemption or release of pledged property permitted by the Lease or Indenture. The Series II, 2008 Bonds shall be special limited obligations of the Issuer payable solely from the revenues derived by the Issuer pursuant to the Lease, or otherwise in connection with the Project. The Series II, 2008 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the Issuer within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues. The Series II, 2008 Bonds shall be secured under the provisions of the Indenture and are authorized hereby.

Section 4. Authorization of Thirteenth Supplemental Indenture. The Issuer is hereby authorized to enter into the Thirteenth Supplemental Indenture dated as of June 1, 2008, by and between the Issuer and The Bank of New York Trust Company, N.A., St. Louis, Missouri, as trustee (the "Trustee"), under which the Issuer shall pledge and assign to the Trustee, for the benefit of the holders of the Bonds, the Trust Estate referenced herein, all upon the terms and conditions set forth in the Indenture.

Section 5. Lease of the Series II, 2008 Additions. The Issuer shall cause the Series II, 2008 Additions to be leased by the Issuer to the Tenant pursuant to and in accordance with the provisions of the Thirteenth Supplemental Lease dated as of June 1, 2008, by and between the Issuer and the Tenant.

Section 6. Authorization of Bond Purchase Agreement. The Series II, 2008 Bonds shall be sold and delivered to Learjet Inc., upon the terms and subject to the provisions of the Bond Purchase Agreement herein authorized dated as of June 1, 2008 (the "Bond Purchase Agreement"), by and between the Issuer and Learjet Inc., as purchaser.

Section 7. Approval of Guaranty Agreement. The form of Guaranty Agreement, dated as of June 1, 2008, pursuant to which the Tenant guarantees to the Trustee, for the benefit of the Owners of the Series II, 2008 Bonds, the full and prompt payment of the principal of, redemption premium, if any, and interest on the Series II, 2008 Bonds, is hereby approved.

Section 8. Execution of Series II, 2008 Bonds and Agreements. The Mayor of the Issuer is hereby authorized and directed to execute the Series II, 2008 Bonds and deliver the same to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor or Vice Mayor is hereby further authorized and directed to execute and deliver the Thirteenth Supplemental Indenture, the Thirteenth Supplemental Lease and the Bond Purchase Agreement for and on behalf of and as the act and deed of the Issuer with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve (which approval shall be evidenced by his or her execution thereof) and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Series II, 2008 Bonds, the Thirteenth Supplemental Indenture, the Thirteenth Supplemental Lease and the Bond Purchase Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 9. Pledge of the Project. The Issuer hereby pledges the Series II, 2008 Additions and the net revenues therefrom to the payment of the Outstanding Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Series II, 2008 Bonds shall be deemed to have been paid within the meaning of the Indenture, as the same may be amended.

Section 10. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Series II, 2008 Bonds, the Thirteenth Supplemental Indenture, the Thirteenth Supplemental Lease and the Bond Purchase Agreement all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 11. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City of Wichita, Kansas and publication once in the official newspaper of the Issuer.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on June 24th, 2008.

CITY OF WICHITA, KANSAS,
as Issuer

By: _____
Carl Brewer
Mayor

ATTEST:

By: _____
Karen Sublett
City Clerk

Approved as to form:

By: _____
Gary E. Rebenstorf
City Attorney

CITY OF WICHITA, KANSAS

THE BANK OF NEW YORK TRUST COMPANY, N.A.
ST. LOUIS, MISSOURI

AS TRUSTEE

THIRTEENTH SUPPLEMENTAL TRUST INDENTURE

DATED AS OF JUNE 1, 2008

$_____

TAXABLE INDUSTRIAL REVENUE BONDS
SERIES II, 2008
(LEARJET INC.)

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THIRTEENTH SUPPLEMENTAL TRUST INDENTURE

THIS THIRTEENTH SUPPLEMENTAL TRUST INDENTURE, dated as of June 1, 2008 (the "Thirteenth Supplemental Indenture"), between the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas (the "Issuer" or "City"), and, **THE BANK OF NEW YORK TRUST COMPANY, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States, with its office located in the City of St. Louis, Missouri (the "Trustee");

WITNESSETH:

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

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

WHEREAS, pursuant to an Ordinance dated December 17, 1996 (the "1996 Ordinance"), the Issuer authorized the issuance of its first series of such taxable industrial revenue bonds, designated the "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XII, 1996 (Learjet Inc.)" in the original aggregate principal amount of $12,240,000 (the "1996 Bonds"), for the purpose of constructing, equipping and installing a portion of the Project (the "1996 Project"), and authorizing the Issuer to lease the 1996 Project to Learjet Inc., a Delaware corporation duly qualified to do business in the State of Kansas (the "Tenant"); and

WHEREAS, pursuant to the 1996 Ordinance, the Issuer authorized (i) the execution and delivery of a Trust Indenture dated as of December 1, 1996 (the "1996 Indenture"), by and between the Issuer and The Bank of New York Trust Company, N.A., for the purpose of issuing and securing the 1996 Bonds and any Additional Bonds as hereinafter provided, and (ii) the execution and delivery of a Lease Agreement dated as of December 1, 1996 (the "1996 Lease"), by and between the Issuer, as lessor and the Tenant, as lessee, as may be supplemented and amended from time to time, under which the proceeds of the 1996 Bonds were used to pay the costs of the 1996 Project; and

WHEREAS, pursuant to an Ordinance dated December 23, 1997 (the "1997 Ordinance"), the Issuer authorized the issuance of its second series of such taxable industrial revenue bonds, designated the "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XIX, 1997 (Learjet Inc.)" in the original aggregate principal amount of $9,595,165 (the

"1997 Bonds") pursuant to a First Supplemental Trust Indenture dated as of December 1, 1997 (the "First Supplemental Trust Indenture"), amending and supplementing the 1996 Indenture, for the purpose of constructing, equipping and installing a portion of the Project (the "1997 Additions"), and authorizing the Issuer to lease the 1997 Additions to the Tenant pursuant to a First Supplemental Lease dated as of December 1, 1997 (the "First Supplemental Lease"), supplementing and amending the 1996 Lease; and

WHEREAS, pursuant to an Ordinance dated December 15, 1998 (the "1998 Ordinance"), the Issuer authorized the issuance of its third series of such taxable industrial revenue bonds, designated the "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XVI, 1998 (Learjet Inc.)" in the original aggregate principal amount of $5,755,000 (the "1998 Bonds") pursuant to a Second Supplemental Trust Indenture dated as of December 1, 1998 (the "Second Supplemental Trust Indenture"), further amending and supplementing the 1996 Indenture, for the purpose of constructing, equipping and installing a portion of the Project (the "1998 Additions"), and authorizing the Issuer to lease the 1998 Additions to the Tenant pursuant to a Second Supplemental Lease dated as of December 1, 1998 (the "Second Supplemental Lease"), further supplementing and amending the 1996 Lease; and

WHEREAS, pursuant to an Ordinance dated December 14, 1999 (the "1999 Ordinance"), the Issuer authorized the issuance of its fourth series of such taxable industrial revenue bonds, designated the "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XV, 1999 (Learjet Inc.)" in the original aggregate principal amount of $6,835,088 (the "1999 Bonds") pursuant to a Third Supplemental Trust Indenture dated as of December 1, 1999 (the "Third Supplemental Trust Indenture"), further amending and supplementing the 1996 Indenture, for the purpose of constructing, equipping and installing a portion of the Project (the "1999 Additions"), and authorizing the Issuer to lease the 1999 Additions to the Tenant pursuant to a Third Supplemental Lease dated as of December 1, 1999 (the "Third Supplemental Lease"), further supplementing and amending the 1996 Lease; and

WHEREAS, pursuant to an Ordinance dated December 19, 2000 (the "2000 Ordinance"), the Issuer authorized the issuance of its fifth series of such taxable industrial revenue bonds, designated the "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VIII, 2000 (Learjet Inc.)" in the original aggregate principal amount of not to exceed $16,442,500 (the "2000 Bonds") pursuant to a Fourth Supplemental Trust Indenture dated as of December 1, 2000 (the "Fourth Supplemental Trust Indenture"), further supplementing and amending the 1996 Indenture, for the purpose of constructing, equipping and installing a portion of the Project (the "2000 Additions"), and authorizing the Issuer to lease the 2000 Additions to the Tenant pursuant to a Fourth Supplemental Lease dated as of December 1, 2000 (the "Fourth Supplemental Lease"), further supplementing and amending the 1996 Lease; and

WHEREAS, pursuant to an Ordinance dated December 19, 2001 (the "2001 Ordinance") the Issuer authorized the issuance of its sixth series of taxable industrial revenue bonds designated the "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XV, 2001 (Learjet Inc.)" in the original aggregate principal amount of $21,441,000 (the "2001 Bonds") pursuant to a Fifth Supplemental Trust Indenture dated as of December 1, 2001 (the "Fifth

Supplemental Trust Indenture"), further supplementing and amending the 1996 Indenture, for the purpose of acquiring, purchasing, constructing and equipping a portion of the Project (the "2001 Additions"), and authorizing the Issuer to lease the 2001 Additions to the Tenant pursuant to a Fifth Supplemental Lease dated as of December 1, 2001 (the "Fifth Supplemental Lease"), further supplementing and amending the 1996 Lease; and

WHEREAS, pursuant to an Ordinance dated December 17, 2002 (the "2002 Ordinance") the Issuer authorized the issuance of its seventh series of taxable industrial revenue bonds designated the "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VII, 2002 (Learjet Inc.)" in the original aggregate principal amount of $4,295,000 (the "2002 Bonds") pursuant to a Sixth Supplemental Trust Indenture dated as of December 1, 2002 (the "Sixth Supplemental Trust Indenture"), further supplementing and amending the 1996 Indenture, for the purpose of acquiring, purchasing, constructing and equipping a portion of the Project (the "2002 Additions"), and authorizing the Issuer to lease the 2002 Additions to the Tenant pursuant to a Sixth Supplemental Lease dated as of December 1, 2002 (the "Sixth Supplemental Lease"), further supplementing and amending the 1996 Lease; and

WHEREAS, pursuant to an Ordinance dated December 16, 2003 (the "2003 Ordinance") the Issuer authorized the issuance of its eighth series of taxable industrial revenue bonds designated the "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XII, 2003 (Learjet Inc.)" in the original aggregate principal amount of $925,000 (the "2003 Bonds") pursuant to a Seventh Supplemental Trust Indenture dated as of December 1, 2003 (the "Seventh Supplemental Trust Indenture"), further supplementing and amending the 1996 Indenture, for the purpose of acquiring, purchasing, constructing and equipping a portion of the Project (the "2003 Additions"), and authorizing the Issuer to lease the 2003 Additions to the Tenant pursuant to a Seventh Supplemental Lease dated as of December 1, 2003 (the "Seventh Supplemental Lease"), further supplementing and amending the 1996 Lease; and

WHEREAS, pursuant to an Ordinance dated December 21, 2004 (the "2004 Ordinance") the Issuer authorized the issuance of its ninth series of taxable industrial revenue bonds designated the "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VII, 2004 (Learjet Inc.)" in the original aggregate principal amount of $2,780,000 (the "2004 Bonds") pursuant to an Eighth Supplemental Trust Indenture dated as of December 1, 2004 (the "Eighth Supplemental Trust Indenture"), further supplementing and amending the 1996 Indenture, for the purpose of acquiring, purchasing, constructing and equipping a portion of the Project (the "2004 Additions"), and authorizing the Issuer to lease the 2004 Additions to the Tenant pursuant to a Eighth Supplemental Lease dated as of December 1, 2004 (the "Eighth Supplemental Lease"), further supplementing and amending the 1996 Lease; and

WHEREAS, pursuant to an Ordinance dated December 20, 2005 (the "2005 Ordinance") the Issuer authorized the issuance of its tenth series of taxable industrial revenue bonds designated the "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series IX, 2005 (Learjet Inc.)" in the original aggregate principal amount of $3,122,000 (the "2005 Bonds") pursuant to a Ninth Supplemental Trust Indenture dated as of December 1, 2005 (the "Ninth Supplemental Trust Indenture"), further supplementing and amending the 1996 Indenture, for the purpose of acquiring, purchasing, constructing and equipping a portion of the Project (the "2005 Additions"), and authorizing the Issuer to lease the 2005 Additions to the Tenant pursuant

to a Ninth Supplemental Lease dated as of December 1, 2005 (the “Ninth Supplemental Lease”), further supplementing and amending the 1996 Lease; and

WHEREAS, pursuant to an Ordinance dated June 27, 2006, the Issuer authorized the execution and delivery of a Tenth Supplemental Trust Indenture dated as of July 1, 2006 (the “Tenth Supplemental Trust Indenture”), further supplementing and amending the 1996 Indenture, to provide for the early redemption of a portion of the Bonds; and

WHEREAS, pursuant to an Ordinance dated December 19, 2006 (the "2006 Ordinance") the Issuer authorized the issuance of its eleventh series of taxable industrial revenue bonds designated the "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series IX, 2006 (Learjet Inc.)" in the original aggregate principal amount of $2,566,384 (the "2006 Bonds") pursuant to an Eleventh Supplemental Trust Indenture dated as of December 1, 2006 (the "Eleventh Supplemental Trust Indenture"), further supplementing and amending the 1996 Indenture, for the purpose of acquiring, purchasing, constructing and equipping a portion of the Project (the "2006 Additions"), and authorizing the Issuer to lease the 2006 Additions to the Tenant pursuant to an Eleventh Supplemental Lease dated as of December 1, 2006 (the "Eleventh Supplemental Lease"), further supplementing and amending the 1996 Lease; and

WHEREAS, pursuant to an Ordinance dated December 18, 2007 (the "2007 Ordinance") the Issuer authorized the issuance of its twelfth series of taxable industrial revenue bonds designated the "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series IX, 2007 (Learjet Inc.)" in the original aggregate principal amount of $3,827,191.19 (the "2007 Bonds") pursuant to a Twelfth Supplemental Trust Indenture dated as of December 1, 2007 (the "Twelfth Supplemental Trust Indenture"), further supplementing and amending the 1996 Indenture, for the purpose of acquiring, purchasing, constructing and equipping a portion of the Project (the "2007 Additions"), and authorizing the Issuer to lease the 2007 Additions to the Tenant pursuant to a Twelfth Supplemental Lease dated as of December 1, 2007 (the "Twelfth Supplemental Lease"), further supplementing and amending the 1996 Lease; and

WHEREAS, pursuant to the Act, the Issuer’s governing body adopted an Ordinance on June 24, 2008 (the “Series II, 2008 Ordinance”) to provide for the issuance of a thirteenth series of taxable industrial revenue bonds to be designated the “City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series II, 2008 (Learjet Inc.)”in the original aggregate principal amount of $_____ (the “Series II, 2008 Bonds”) for the purpose of constructing, installing and equipping an expansion and improvements and additions (the “Series II, 2008 Additions”), and authorizing the Issuer to lease the Series II, 2008 Additions to the Tenant pursuant to a Thirteenth Supplemental Lease dated as of June 1, 2008 (the “Thirteenth Supplemental Lease”); and

WHEREAS, pursuant to the Series II, 2008 Ordinance, the Issuer is authorized to execute and deliver this Thirteenth Supplemental Indenture for the purpose of issuing and securing the Series II, 2008 Bonds, as hereinafter provided; and

WHEREAS, this Thirteenth Supplemental Indenture further supplements and amends the 1996 Indenture between the parties hereto (said 1996 Indenture, the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture,

the Fourth Supplemental Trust Indenture, the Fifth Supplemental Trust Indenture, the Sixth Supplemental Trust Indenture, the Seventh Supplemental Trust Indenture, the Eighth Supplemental Trust Indenture, the Ninth Supplemental Trust Indenture, the Tenth Supplemental Trust Indenture, the Eleventh Supplemental Indenture, the Twelfth Supplemental Indenture, and this Thirteenth Supplemental Indenture being collectively referred to as the "Indenture"); and

WHEREAS, pursuant to the Indenture, the Series II, 2008 Bonds shall be equally and ratably secured and on a parity with the 1996 Bonds, the 1997 Bonds, the 1998 Bonds, the 1999 Bonds, the 2000 Bonds, the 2001 Bonds, the 2002 Bonds, the 2003 Bonds, the 2004 Bonds, the 2005 Bonds, the 2006 Bonds, the 2007 Bonds and any Additional Bonds, subject to any partial redemption or release of pledged property permitted by the Lease or Indenture; and

WHEREAS, the parties hereto believe that all things necessary to make the Series II, 2008 Bonds, when authenticated by the Trustee and issued as provided in the Indenture, the valid and legally binding limited obligations of the Issuer, and to constitute this Thirteenth Supplemental Indenture a valid and legally binding pledge and assignment of the Trust Estate herein made for the security of the payment of the principal of, premium, if any, and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Thirteenth Supplemental Indenture and the execution and issuance of the Series II, 2008 Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS THIRTEENTH SUPPLEMENTAL INDENTURE WITNESSETH:

GRANTING CLAUSES

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all of the Bonds issued and Outstanding under the Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the Issuer of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign unto the Trustee and its successors and assigns forever, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to wit:

(a) The Issuer's easements over and licenses in the real property described on **Schedule I** hereto, and all buildings, additions, machinery, equipment and tooling now or hereafter located thereon and constituting a part of the Project.

(b) All right, title and interest of the Issuer in, to and under the Lease, as the same may be from time to time amended (except the Issuer's rights to indemnity and to enforce environmental indemnity and Equal Employment Opportunity provisions in the Lease), and all rents, revenues and receipts derived by the Issuer from the Project including, without limitation, all Rental Payments derived by the Issuer under and pursuant to and subject to the provisions of the Lease, as it now exists and as the same may be from time to time amended (except for the rights of the Issuer to indemnity and to receive moneys for its own account under the Lease);

provided that the pledge and assignment hereby made shall not impair or diminish the obligations of the Issuer under the provisions of the Lease.

(c) All moneys and securities from time to time held by the Trustee under the terms of the Indenture, as it now exists and as the same may be from time to time amended, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the Issuer or by anyone on its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned, or agreed or intended so to be, to the Trustee and its successors in trust and assigns forever; subject to all easements and restrictions of record, including the specific restriction that no existing building, nor any building hereafter constructed or placed upon the property, either temporarily or permanently, shall be used for the purpose of housing the operation of any multi-game, casino-style gambling on the premises.

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of any Bonds issued and Outstanding under the Indenture, as it now exists or as the same may be from time to time amended, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by the Indenture, as it now exists or as the same may be amended;

PROVIDED, **HOWEVER**, that if the Issuer shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on all the Bonds, at the times and in the manner mentioned in the Bonds according to the true intent and meaning thereof, or shall provide for the payment thereof, and shall pay or cause to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments the Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Thirteenth Supplemental Indenture shall be and remain in full force and effect.

THIS THIRTEENTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to the words and terms defined in the Indenture and the Lease, the following words and terms as used in this Thirteenth Supplemental Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Additional Bonds" means any Bonds issued in addition to the 1996 Bonds, the 1997 Bonds, the 1998 Bonds, the 1999 Bonds, the 2000 Bonds, the 2001 Bonds, the 2002 Bonds, the 2003 Bonds, the 2004 Bonds, the 2005 Bonds, the 2006 Bonds, the 2007 Bonds and the Series II, 2008 Bonds pursuant to the provisions of the Indenture.

"**Airport Authority Easement Agreements**" means, collectively, the Easement Agreement dated as of December 1, 1996 and the Easement Agreement dated as of December 1, 1998, all by and between The Wichita Airport Authority of the City of Wichita, Kansas, as Grantor, and the City, pursuant to which said Grantor grants an easement to the City over certain real property constituting a part of the Premises.

"**Associated Grocers' Easement Agreement**" means the Easement Agreement dated as of December 1, 1996, by and between Associated Grocers' Company of St. Louis, Missouri, as Grantor, and the City, pursuant to which said Grantor grants to the City an easement over certain real property constituting a portion of the Premises.

"**Authorized Tenant Representative**" means the General Counsel or the Director, Finance Learjet Product Line and Assistant Treasurer, of Learjet Inc. or such persons at the time designated to act on behalf of the Tenant as evidenced by written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the Tenant by its Vice President and General Manager, Vice President, Treasurer, Secretary or any Assistant Secretary. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Tenant Representative.

"**Bond Purchase Agreement**" for purposes of the Series II, 2008 Bonds means the Bond Purchase Agreement, to be entered into by and between the Issuer and Learjet Inc., relating to the purchase of the Series II, 2008 Bonds.

"**Bonds**" means, collectively, the 1996 Bonds authorized pursuant to the 1996 Indenture, the 1997 Bonds authorized pursuant to the First Supplemental Trust Indenture, the 1998 Bonds authorized pursuant to the Second Supplemental Trust Indenture, the 1999 Bonds authorized by the Third Supplemental Trust Indenture, the 2000 Bonds authorized by the Fourth Supplemental Trust Indenture, the 2001 Bonds authorized by the Fifth Supplemental Trust Indenture, the 2002 Bond authorized by the Sixth Supplemental Trust Indenture, the 2003 Bonds authorized by the Seventh Supplemental Trust Indenture, the 2004 Bonds authorized by the Eighth Supplemental Trust Indenture, the 2005 Bonds authorized by the Ninth Supplemental Trust Indenture, the 2006 Bonds authorized by the Eleventh Supplemental Trust Indenture, the

2007 Bonds authorized by the Twelfth Supplemental Trust Indenture, and the Series II, 2008 Bonds authorized hereby, and any Additional Bonds.

"**Carriage License Agreement**" means the License Agreement dated as of December 1, 2002, by and among Carriage, L.L.C., a Kansas limited liability company, as Grantor, the Tenant and the City, pursuant to which said Grantor grants a license to the City with respect to certain real property constituting a part of the Premises.

"**Delivery Date**" means, for the purpose of the Series II, 2008 Bonds, June 26, 2008.

"**Easement and License Agreements**" means, collectively, the Learjet Easement Agreement, the Associated Grocers' Easement Agreement, the Airport Authority Easement Agreements and the Carriage License Agreement.

"**Eighth Supplemental Lease**" means the Eighth Supplemental Lease dated as of December 1, 2004, by and between the Issuer and the Tenant, further supplementing and amending the 1996 Lease.

"**Eighth Supplemental Trust Indenture**" means the Eighth Supplemental Trust Indenture dated as of December 1, 2004, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the issuance and payment of the 2004 Bonds.

"**Eleventh Supplemental Lease**" means the Eleventh Supplemental Lease dated as of December 1, 2006, by and between the Issuer and the Tenant, supplementing and amending the 1996 Lease.

"**Eleventh Supplemental Indenture**" means the Eleventh Supplemental Indenture dated as of December 1, 2006, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the issuance and payment of the 2006 Bonds.

"**Fifth Supplemental Lease**" means the Fifth Supplemental Lease dated as of December 1, 2001, by and between the Issuer and the Tenant, further supplementing and amending the 1996 Lease.

"**Fifth Supplemental Trust Indenture**" means the Fifth Supplemental Trust Indenture dated as of December 1, 2001, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the issuance and payment of the 2001 Bonds.

"**First Supplemental Lease**" means the First Supplemental Lease dated as of December 1, 1997, by and between the Issuer and the Tenant, supplementing and amending the 1996 Lease.

"**First Supplemental Trust Indenture**" means the First Supplemental Trust Indenture dated as of December 1, 1997, by and between the Issuer and the Trustee, supplementing and amending the 1996 Indenture, and providing for the issuance and securing the payment of the 1997 Bonds.

"**Government Securities**" means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"**Indenture**" means, collectively, the 1996 Indenture, as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture, the Fourth Supplemental Trust Indenture, the Fifth Supplemental Trust Indenture, the Sixth Supplemental Trust Indenture, the Seventh Supplemental Trust Indenture, the Eighth Supplemental Trust Indenture, the Ninth Supplemental Trust Indenture, the Tenth Supplemental Trust Indenture, the Eleventh Supplemental Indenture, the Twelfth Supplemental Trust Indenture, and this Thirteenth Supplemental Trust Indenture and any further Supplemental Indentures executed and delivered in accordance with the provisions thereof and hereof.

"**Interest Payment Date**" means, for purposes of the Series II, 2008 Bonds, any Principal Payment Date.

"**Land**" means solely the Issuer's easements over and licenses in the real property as described on **Schedule I** hereto, as granted to the Issuer pursuant to the Easement and License Agreements.

"**Learjet Easement Agreement**" means the Easement Agreement dated as of December 1, 1996, by and between the Tenant, as Grantor, and the City, pursuant to which the Tenant grants to the City an easement over certain real property constituting a portion of the Premises.

"**Lease**" means the 1996 Lease, as it may from time to time be amended and supplemented in accordance with the provisions of the Indenture, including by the First Supplemental Lease, the Second Supplemental Lease, the Third Supplemental Lease, the Fourth Supplemental Lease, the Fifth Supplemental Lease, the Sixth Supplemental Lease, the Seventh Supplemental Lease, the Eighth Supplemental Lease, the Ninth Supplemental Lease, the Tenth Supplemental Lease, the Eleventh Supplemental Lease, the Twelfth Supplemental Lease, and the Thirteenth Supplemental Lease.

"**Ninth Supplemental Lease**" means the Ninth Supplemental Lease dated as of December 1, 2005, by and between the Issuer and the Tenant, further supplementing and amending the 1996 Lease.

"**Ninth Supplemental Trust Indenture**" means the Ninth Supplemental Trust Indenture dated as of December 1, 2005, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the issuance and payment of the 2005 Bonds.

"**Original Purchaser**" means Learjet Inc., a Delaware corporation.

"**Premises**" means and includes the Land, as well as any improvements and additions thereto or from time to time existing thereon.

"**Principal and Interest Payment Account**" means the "City of Wichita, Kansas, Principal and Interest Payment Account (Learjet Inc.)" created pursuant to **Section 601** of the 1996 Indenture.

"**Principal Payment Date**" means, for purposes of the Series II, 2008 Bonds, January 1 and July 1 of each year, commencing January 1, 2009, and terminating when the principal of, redemption premium, if any, and interest on the Series II, 2008 Bonds have been fully paid.

"**Project**" means, collectively, the Issuer's interest in the Premises, the 1996 Project, the 1997 Additions, the 1998 Additions, the 1999 Additions, the 2000 Additions, 2001 Additions, the 2002 Additions, the 2003 Additions, the 2004 Additions, the 2005 Additions, the 2006 Additions, the 2007 Additions, and the Series II, 2008 Additions, as well as any real property, improvements, machinery, equipment and tooling acquired, constructed or installed with proceeds of the Bonds, including any future Project Additions, but excluding those portions of the 1996 Project, the 1997 Additions, the 1999 Additions, the 2000 Additions, the 2001 Additions, the 2002 Additions, the 2004 Additions, the 2005 Additions, the 2006 Additions, and the 2007 Additions for which the Tenant has exercised its option to purchase said portions of said Additions in accordance with the terms of the Lease.

"**Project Additions**" means any real property or improvements, machinery, equipment or tooling acquired, constructed or installed from proceeds of any Additional Bonds authorized and issued pursuant to the Indenture.

"**Project Costs**" means, for purposes of the Series II, 2008 Bonds, those costs incurred in connection with the Series II, 2008 Additions, including:

(a) all costs and expenses necessary or incident to the acquisition of the Series II, 2008 Additions and such of the improvements as are acquired, purchased, constructed, installed or in progress at the date of such acquisition;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the construction, installation and equipping of the Series II, 2008 Additions or the issuance of the Series II, 2008 Bonds;

(c) all costs and expenses of every nature incurred in constructing, acquiring or installing the remaining portion of the Series II, 2008 Additions;

(d) payment of interest actually incurred on any interim financing obtained from a lender unrelated to the Tenant for performance of work on the Series II, 2008 Additions prior to the issuance of the Series II, 2008 Bonds;

(e) Costs of Issuance.

"**Project Fund**" means the "City of Wichita, Kansas, Project Fund (Learjet Inc.)" created pursuant to **Section 501** of the 1996 Indenture.

"**Second Supplemental Lease**" means the Second Supplemental Lease dated as of December 1, 1998, by and between the Issuer and the Tenant, further supplementing and amending the 1996 Lease.

"**Second Supplemental Trust Indenture**" means the Second Supplemental Trust Indenture dated as of December 1, 1998, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the issuance and payment of the 1998 Bonds.

"**Series II, 2008 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the Series II, 2008 Bonds.

"**Series II, 2008 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series II, 2008 (Learjet Inc.) in the original aggregate principal amount of $_____.

"**Series II, 2008 Ordinance**" means Ordinance No. _____ of the City of Wichita, Kansas, which authorized the issuance of the Series II, 2008 Bonds.

"**Seventh Supplemental Lease**" means the Seventh Supplemental Lease dated as of December 1, 2003, by and between the Issuer and the Tenant, further supplementing and amending the 1996 Lease.

"**Seventh Supplemental Trust Indenture**" means the Seventh Supplemental Trust Indenture dated as of December 1, 2003, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the issuance and payment of the 2003 Bonds.

"**Sixth Supplemental Lease**" means the Sixth Supplemental Lease dated as of December 1, 2002, by and between the Issuer and the Tenant, further supplementing and amending the 1996 Lease.

"**Sixth Supplemental Trust Indenture**" means the Sixth Supplemental Trust Indenture dated as of December 1, 2002, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the issuance and payment of the 2002 Bonds.

"**Supplemental Indenture**" means any indenture supplemental or amendatory to the Indenture entered into by the Issuer and the Trustee pursuant to **Article XI** of the Indenture.

"**Tenth Supplemental Lease**" means the Tenth Supplemental Lease dated as of July 1, 2006, by and between the Issuer and the Tenant, further supplementing and amending the 1996 Lease.

"**Tenth Supplemental Trust Indenture**" means the Tenth Supplemental Trust Indenture dated as of July 1, 2006, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the redemption of a portion of the outstanding Bonds.

"**Third Supplemental Lease**" means the Third Supplemental Lease dated as of December 1, 1999, by and between the Issuer and the Tenant, further supplementing and amending the 1996 Lease.

"**Third Supplemental Trust Indenture**" means the Third Supplemental Trust Indenture dated as of December 1, 1999, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the issuance and payment of the 1999 Bonds.

"**Thirteenth Supplemental Lease**" means the Thirteenth Supplemental Lease dated as of June 1, 2008, by and between the Issuer and the Tenant, supplementing and amending the 1996 Lease.

"**Thirteenth Supplemental Indenture**" means this Thirteenth Supplemental Indenture dated as of June 1, 2008, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the issuance and payment of the Series II, 2008 Bonds.

"**Trust Estate**" means the Trust Estate described in the Granting Clauses of the Indenture, as from time to time amended and supplemented.

"**Trustee**" means The Bank of New York Trust Company, N.A., in the City of St. Louis, Missouri in its capacity as trustee, bond registrar and paying agent and its successor or successors and any other corporation or association which at the time may be substituted in its place pursuant to and at the time serving as Trustee under the Indenture, as amended.

"**Twelfth Supplemental Lease**" means the Twelfth Supplemental Lease dated as of December 1, 2007, by and between the Issuer and the Tenant, supplementing and amending the 1996 Lease.

"**Twelfth Supplemental Indenture**" means the Twelfth Supplemental Indenture dated as of December 1, 2007, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the issuance and payment of the 2007 Bonds.

"**1996 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XII, 1996 (Learjet Inc.) in the original aggregate principal amount of $12,240,000.

"**1996 Indenture**" means the Trust Indenture dated as of December 1, 1996, by and between the Issuer and the Trustee, providing for the issuance and securing the payment of the 1996 Bonds.

"**1996 Lease**" means the Lease Agreement dated as of December 1, 1996, by and between the Issuer and the Tenant.

"**1996 Ordinance**" means Ordinance No. 43-335 of the City of Wichita, Kansas, which authorized the issuance of the 1996 Bonds.

"**1996 Project**" means and includes the Premises, as well as any real property, improvements, machinery, equipment and tooling acquired, constructed or installed with proceeds of the 1996 Bonds, all as more particularly described on Schedule I attached to the 1996 Indenture.

"**1997 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the 1997 Bonds.

"**1997 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XIX, 1997 (Learjet Inc.) in the original aggregate principal amount of $9,595,165.

"**1997 Ordinance**" means Ordinance No. 43-661 of the City of Wichita, Kansas, which authorized the issuance of the 1997 Bonds.

"**1998 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the 1998 Bonds.

"**1998 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XVI, 1998 (Learjet Inc.) in the original aggregate principal amount of $5,755,000.

"**1998 Ordinance**" means Ordinance No. 44-109 of the City of Wichita, Kansas, which authorized the issuance of the 1998 Bonds.

"**1999 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the 1999 Bonds.

"**1999 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XV, 1999 (Learjet Inc.) in the original aggregate principal amount of $6,835,088.

"**1999 Ordinance**" means Ordinance No. 44-438 of the City of Wichita, Kansas, which authorized the issuance of the 1999 Bonds.

"**2000 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the 2000 Bonds.

"**2000 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VIII, 2000 (Learjet Inc.) in the original aggregate principal amount of $16,442,500

"**2000 Ordinance**" means Ordinance No. 44-823 of the City of Wichita, Kansas, which authorized the issuance of the 2000 Bonds.

"**2001 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the 2001 Bonds.

"**2001 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XV, 2001 (Learjet Inc.) in the original aggregate principal amount of $21,441,000.

"**2001 Ordinance**" means Ordinance No. 45-154 of the City of Wichita, Kansas, which authorized the issuance of the 2001 Bonds.

"**2002 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the 2002 Bonds.

"**2002 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VII, 2002 (Learjet Inc.) in the original aggregate principal amount of $4,295,000.

"**2002 Ordinance**" means Ordinance No. 45-515 of the City of Wichita, Kansas, which authorized the issuance of the 2002 Bonds.

"**2003 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the 2003 Bonds.

"**2003 Bonds**" mean the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XII, 2003 (Learjet Inc.) in the original aggregate principal amount of $925,000.

"**2003 Ordinance**" means Ordinance No. 45-941 of the City of Wichita, Kansas, which authorized the issuance of the 2003 Bonds.

"**2004 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the 2004 Bonds.

"**2004 Bonds**" mean the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VII, 2004 (Learjet Inc.) in the original aggregate principal amount of $2,780,000.

"**2004 Ordinance**" means Ordinance No. 46-415 of the City of Wichita, Kansas, which authorized the issuance of the 2004 Bonds.

"**2005 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the 2005 Bonds.

"**2005 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series IX, 2005 (Learjet Inc.) in the original aggregate principal amount of $3,122,000.

"**2005 Ordinance**" means Ordinance No. 46-863 of the City of Wichita, Kansas, which authorized the issuance of the 2005 Bonds.

"**2006 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the 2006 Bonds.

"**2006 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series IX, 2006 (Learjet Inc.) in the original aggregate principal amount of $2,566,384.

"**2006 Ordinance**" means Ordinance No. 47-314 of the City of Wichita, Kansas, which authorized the issuance of the 2006 Bonds.

"**2007 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the 2007 Bonds.

"**2007 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series IX, 2007 (Learjet Inc.) in the original aggregate principal amount of $3,827,191.19.

"**2007 Ordinance**" means Ordinance No. 47-717 of the City of Wichita, Kansas, which authorized the issuance of the 2007 Bonds.

Section 102. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) Wherever in the Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation, according to its terms.

(c) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Thirteenth Supplemental Indenture as a whole and not to any particular Article, Section or subdivision.

(d) The Table of Contents and the Article and Section headings of this Thirteenth Supplemental Indenture shall not be treated as a part of this Thirteenth Supplemental Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under the Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under the Indenture shall be designated as the "City of Wichita, Kansas, Taxable Industrial Revenue Bonds (Learjet Inc.)," with such other appropriate particular designation added to or incorporated in such title for the Bonds of any particular series as the Issuer may determine. The total aggregate principal amount of Bonds that was originally authorized under the Indenture was $86,000,000, which amount was increased by an additional $79,188,000 in 2007. The Issuer has

heretofore issued a first series of Bonds, the 1996 Bonds, in the original aggregate principal amount of $12,240,000, a second series of Bonds, the 1997 Bonds, in the original aggregate principal amount of $9,595,165, a third series of Bonds, the 1998 Bonds, in the original aggregate principal amount of $5,755,000, a fourth series of Bonds, the 1999 Bonds, in the original aggregate principal amount of $6,835,088, a fifth series of Bonds, the 2000 Bonds, in the original aggregate principal amount of $16,442,500, a sixth series of Bonds, the 2001 Bonds, in the original aggregate principal amount of $21,441,000 a seventh series of Bonds, the 2002 Bonds, in the original aggregate principal amount of $2,295,000, an eighth series of Bonds, the 2003 Bonds, in the original principal amount of $925,000, a ninth series of Bonds, the 2004 Bonds, in the original aggregate principal amount of $2,780,000, a tenth series of Bonds, the 2005 Bonds, in the original principal amount of $3,122,000, an eleventh series of Bonds, the 2006 Bonds, in the original principal amount of $2,566,384 and a twelfth series of Bonds, the 2007 Bonds, in the original principal amount of $3,827,191.19. This thirteenth series of Bonds, the Series II, 2008 Bonds, in the original aggregate principal amount of $_____, is authorized pursuant to **Section 209** of the 1996 Indenture and **Section 204** hereof. The Series II, 2008 Bonds are equally and ratably secured and on a parity with the 1996 Bonds, the 1997 Bonds, the 1998 Bonds, the 1999 Bonds, the 2000 Bonds, the 2001 Bonds, the 2002 Bonds, the 2003 Bonds, the 2004 Bonds, the 2005 Bonds, the 2006 Bonds, the 2007 Bonds and any Additional Bonds, subject to any partial redemption or release of pledged property permitted by the Lease or Indenture.

Section 202. Limited Nature of Obligations. The Series II, 2008 Bonds and the interest thereon shall be limited obligations of the Issuer payable solely and only from the net earnings and revenues derived by the Issuer from the Project, including but not limited to the rents, revenues and receipts under the Lease (including, in certain circumstances, Bond proceeds and income from the temporary investment thereof and proceeds and income from condemnation awards), and are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners of the Bonds, as provided in the Indenture. The Series II, 2008 Bonds and the interest thereon shall not be a debt or general obligation of the Issuer or the State, or any municipal corporation thereof, and neither the Bonds, the interest thereon, nor any judgment thereon or with respect thereto, are payable in any manner from tax revenues of any kind or character. The Series II, 2008 Bonds shall not constitute an indebtedness or a pledge of the faith and credit of the Issuer, the State or any municipal corporation thereof, within the meaning of any constitutional or statutory limitation or restriction.

Section 203. Method and Place of Payment of Series II, 2008 Bonds.

(a) The principal of, premium, if any, and interest on the Series II, 2008 Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Subject to **Paragraph 2.3** of the Bond Purchase Agreement, payment of the principal and interest on each fully registered Series II, 2008 Bond shall be made by the Trustee on each Principal Payment Date and Interest Payment Date, respectively, to the person appearing on the registration books of the Issuer maintained by the Trustee as

the registered owner thereof by wire transfer in immediately available funds or other delivery to such registered owner at his address as it appears on such registration books.

Section 204. Authorization of Series II, 2008 Bonds.

(a) There shall be issued and secured by the Indenture a series of Bonds in the original aggregate principal amount of $_____ for the purpose of providing funds for paying the cost of the Series II, 2008 Additions, which series of Bonds shall be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series II, 2008 (Learjet Inc.)" (herein the "Series II, 2008 Bonds"). The Series II, 2008 Bonds shall be dated June 26, 2008, shall bear interest from their effective date of registration at the rate of 7.00% per annum and shall mature in semi-annual installments on the Principal Payment Dates (subject to prior redemption as hereinafter provided in **Article III**) as set forth on **Schedule II** hereto. Interest shall be payable semiannually on each January 1 and July 1, beginning January 1, 2009, on the unpaid principal amount thereof from the next preceding Interest Payment Date, until the unpaid principal amount has been paid, at the rate stated above. Interest on the Series II, 2008 Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

(b) The Trustee is hereby designated as the Issuer's Paying Agent for the payment of the principal of, premium, if any, and interest on the Series II, 2008 Bonds.

(c) The Series II, 2008 Bonds shall be executed substantially in the form and manner set forth in **Article IV** hereof and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) An original or certified copy of the Series II, 2008 Ordinance adopted by the governing body of the Issuer authorizing the issuance of the Series II, 2008 Bonds and the execution of the Thirteenth Supplemental Indenture and the Thirteenth Supplemental Lease.

(2) An original executed counterpart of the Thirteenth Supplemental Indenture.

(3) An original executed counterpart of the Thirteenth Supplemental Lease.

(4) An opinion of Bond Counsel to the effect that the Series II, 2008 Bonds constitute valid and legally binding obligations of the Issuer, that under existing Kansas law, upon proper election by the Issuer, the Series II, 2008 Additions are entitled to an exemption from ad valorem taxes for a 10-year period commencing in the calendar year following the year in which the Series II, 2008 Bonds are issued and that the execution of this Thirteenth Supplemental Indenture is authorized or permitted by the 1996 Indenture and all conditions precedent to this Thirteenth Supplemental Indenture have been complied with.

(5) Such other certificates, statements, receipts and documents as the Issuer or Trustee shall reasonably require for the delivery of the Series II, 2008 Bonds.

(d) When the documents specified in subsection (c) of this Section shall have been filed with the Trustee, and when the Series II, 2008 Bonds shall have been executed and authenticated as required by the Indenture, the Trustee shall deliver the Series II, 2008 Bonds to and upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price of the Series II, 2008 Bonds. The proceeds of the sale of the Series II, 2008 Bonds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in **Article V** hereof. The effective date of the registration of the Series II, 2008 Bonds shall be the Delivery Date.

Section 205. Authorization of Additional Bonds. Additional Bonds maybe issued under and equally and ratably secured by the Indenture on a parity with the 1996 Bonds, the 1997 Bonds, the 1998 Bonds, the 1999 Bonds, the 2000 Bonds, the 2001 Bonds, the 2002 Bonds, the 2003 Bonds, the 2004 Bonds, the 2005 Bonds, the 2006 Bonds, the 2007 Bonds and any other Additional Bonds Outstanding at any time and from time to time, upon compliance with the conditions hereinafter provided in the Indenture, subject to any partial redemption or release of pledged property permitted by the Lease or Indenture.

Section 206. Restrictions on Transfer of the Bonds. No transfer, sale, assignment or hypothecation of any Bond or Bonds shall be made unless: (1) there shall have been delivered to the Tenant, the Issuer and the Trustee prior to the transfer, sale, assignment or hypothecation an opinion of nationally recognized bond counsel, satisfactory to the Tenant, the Issuer and the Trustee, to the effect that registration of such Bonds under the Securities Act of 1933 and registration of such Bonds under any applicable state securities law or laws is not required; or, (2) there shall be a registration statement in effect with respect to such Bonds under the Securities Act of 1933 and under any applicable state securities laws requiring a state-level registration statement with respect to the transfer, assignment, sale or hypothecation, and in the case of both (1) and (2), there shall have been compliance with all applicable state and federal securities laws and all applicable rules and regulations thereunder. The Trustee shall be deemed to be under "stop transfer" orders with respect to any requested transfer of any Bond or Bonds unless and until the Trustee has been furnished satisfactory proof of compliance with the foregoing conditions for transfer. The Trustee may conclusively rely on an opinion of counsel as to such compliance with the foregoing conditions for transfer.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Series II, 2008 Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions of this Article. Additional Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions contained in this Article or as may be specified in the Supplemental Indenture authorizing such Additional Bonds; provided however no provision shall be made with

respect to the redemption of any Additional Bonds which would result in, or constitute the creation of, a preference or priority of such Additional Bonds over the 1996 Bonds, the 1997 Bonds, the 1998 Bonds, the 1999 Bonds, the 2000 Bonds, the 2001 Bonds, the 2002 Bonds, the 2003 Bonds, the 2004 Bonds, the 2005 Bonds, the 2006 Bonds or the 2007 Bonds.

Section 302. Redemption of the Series II, 2008 Bonds. The Series II, 2008 Bonds shall be subject to redemption and payment prior to maturity, at the option of the Issuer, upon instructions from the Tenant, as a whole or in part at any time at a redemption price equal to the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

Section 303. Notice of Redemption. Notice of the call for any redemption identifying the Bonds or portions thereof to be redeemed shall be given by the Trustee, in the name of the Issuer, in the manner specified in **Section 304** of the 1996 Indenture.

ARTICLE IV

FORM OF BONDS

Section 401. Form of Series II, 2008 Bonds. The Series II, 2008 Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be, respectively, in substantially the forms set forth in **Schedule III** hereof, the same being fully incorporated as if fully set forth herein.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Project Fund. There is under the terms of the 1996 Indenture created and ordered to be established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated the "City of Wichita, Kansas, Project Fund (Learjet Inc.)" (herein called the "Project Fund").

Section 502. Deposits into the Project Fund. The proceeds from the sale of the Series II, 2008 Bonds, excluding such amounts thereof required to be paid into the Principal and Interest Payment Account pursuant to **Section 602** hereof, shall be paid over to and deposited by the Trustee into the Project Fund, as and when received.

Section 503. Application of Funds in the Project Fund. Moneys in the Project Fund shall be invested by the Trustee upon written direction of the Tenant. Moneys in the Project Fund shall be disbursed for payment of Project Costs in accordance with the terms of the Indenture and the Lease.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Principal and Interest Payment Account. There is under the terms of the 1996 Indenture created and ordered established in the custody of the Trustee a special trust fund in the name of the Issuer to be designated the "City of Wichita, Kansas, Principal and Interest Payment Account (Learjet Inc.)" (herein called the "Principal and Interest Payment Account").

Section 602. Deposits into the Principal and Interest Payment Account. The Trustee shall deposit into the Principal and Interest Payment Account, as and when received, all accrued interest on the Series II, 2008 Bonds and premium, if any, paid upon issuance and sale of the Series II, 2008 Bonds, and any payments of Series II, 2008 Supplemental Basic Rent.

Section 603. Application of Moneys in the Principal and Interest Payment Account. Moneys in the Principal and Interest Payment Account shall be expended solely for the payment of the principal of, premium, if any, and interest on the Series II, 2008 Bonds as the same mature and become due or upon the redemption thereof prior to maturity as provided in the Indenture.

Section 604. Direct Pay. Notwithstanding anything in the Lease or this Thirteenth Supplemental Indenture to the contrary, for so long as payments are made pursuant to **Section 2.3** of the Bond Purchase Agreement, such payments will be deemed Series II, 2008 Supplemental Basic Rent (as such term is defined in the Thirteenth Supplemental Lease) and as such will satisfy the foregoing requirements. The Issuer and Trustee shall be fully entitled to presume that such payments are being timely made, absent default notice of the contrary.

ARTICLE VII

GENERAL COVENANTS AND PROVISIONS

Section 701. Authority to Execute Thirteenth Supplemental Indenture and Issue Series II, 2008 Bonds. The Issuer covenants that, to the best of its knowledge and belief: it is duly authorized under the Constitution and laws of the State of Kansas to execute this Thirteenth Supplemental Indenture, to issue the Series II, 2008 Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; all action on its part for the execution and delivery of the Thirteenth Supplemental Indenture and the issuance of the Series II, 2008 Bonds has been duly and effectively taken; and, the Series II, 2008 Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the Issuer according to the import thereof.

Section 702. Performance of Covenants. The Issuer covenants that it will endeavor to faithfully perform all covenants, undertakings, stipulations and provisions on its part contained in the Indenture and in the Series II, 2008 Bonds.

Section 703. Instruments of Further Assurance. The Issuer covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee of the property and

revenues herein described to secure the payment of the principal of, premium, if any, and interest on the Bonds. The Issuer covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 704. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by the 1996 Indenture, the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture, the Fourth Supplemental Trust Indenture, the Fifth Supplemental Trust Indenture, the Sixth Supplemental Trust Indenture, the Seventh Supplemental Trust Indenture, the Eighth Supplemental Trust Indenture, the Ninth Supplemental Trust Indenture, the Tenth Supplemental Trust Indenture, the Eleventh Supplemental Trust Indenture, the Twelfth Supplemental Indenture, and this Thirteenth Supplemental Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, and the Trustee shall exercise such of the rights and powers vested in it by the Indenture and shall use the same degree of care and skill in its exercise as a prudent trustee would exercise or use under the circumstances in the conduct of its own affairs, and upon and subject to the express terms and conditions set forth in **Article X** of the 1996 Indenture.

Section 705. Supplemental Indentures. This Thirteenth Supplemental Indenture supplements and amends the 1996 Indenture, as previously supplemented by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture, the Third Supplemental Trust Indenture, the Fourth Supplemental Trust Indenture, the Fifth Supplemental Trust Indenture, the Sixth Supplemental Trust Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Trust Indenture, the Ninth Supplemental Trust Indenture, the Tenth Supplemental Trust Indenture, the Eleventh Supplemental Trust Indenture and the Twelfth Supplemental Trust Indenture, by and between the parties hereto only to the extent and for the purposes set forth herein.

Section 706. No Merger. Notwithstanding anything herein to the contrary, it is the intent of the parties that the obligation of the Tenant to pay Basic Rent and Additional Rent under the Lease shall not merge or be extinguished because the Tenant is the Owner of the Bonds.

Section 707. Execution in Counterparts. This Thirteenth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 708. Governing Law. This Thirteenth Supplemental Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

IN WITNESS WHEREOF, the Issuer has caused this Thirteenth Supplemental Indenture to be signed by an authorized official, such signature to be attested by an authorized official, and its official seal to be applied, as of the date first above written.

CITY OF WICHITA, KANSAS,
as Issuer

By: _____
Carl Brewer
Mayor

[SEAL]

ATTEST:

By: _____
Karen Sublett
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of June, 2008, before me, the undersigned, a Notary Public in and for said County and State, came Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

_____
Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the Trustee has caused this Thirteenth Supplemental Indenture to be signed by an authorized official, such signature to be attested by an authorized official, and its official seal to be applied, as of the date first above written.

THE BANK OF NEW YORK TRUST
COMPANY, N.A.,
as Trustee

By: _____
Cheryl A. Rain
Assistant Vice President

[SEAL]

ATTEST:

By: _____
Nancy L. Mogelnicki
Vice President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

BE IT REMEMBERED, that on this _____ day of June, 2008, before me, the undersigned, a Notary Public in and for said County and State, came Cheryl A. Rain and Nancy L. Mogelnicki, the duly authorized Assistant Vice President and Vice President, respectively, of The Bank of New York Trust Company, N.A., a national banking association (the "Bank"), who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said Bank, and such persons duly acknowledged the execution of the same to be the act and deed of said Bank.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

_____
Notary Public

My Commission Expires:

SCHEDULE I

SCHEDULE I TO THE THIRTEENTH SUPPLEMENTAL INDENTURE BY AND BETWEEN THE CITY OF WICHITA, KANSAS, AND THE BANK OF NEW YORK TRUST COMPANY, N.A., ST. LOUIS, MISSOURI, AS TRUSTEE, DATED AS OF JUNE 1, 2008 AND TO THE THIRTEENTH SUPPLEMENTAL LEASE DATED AS OF JUNE 1, 2008 BY AND BETWEEN SAID CITY AND LEARJET INC.

PROPERTY SUBJECT TO LEASE

(a) The Issuer's easements and licenses related to the following described real property located in Sedgwick County, Kansas, to wit:

[See "Exhibit A" to **Schedule I** for legal descriptions]

(b) All buildings, improvements, machinery, equipment and tooling purchased with the proceeds of the Series II, 2008 Bonds and located on any of the above-described real property, constituting the "Series II, 2008 Additions" referred to in said Thirteenth Supplemental Lease and Thirteenth Supplemental Indenture, and more specifically described as follows:

[See "Exhibit B" to **Schedule I** for specific description]

The property interests described in paragraphs (a) and (b) of this Schedule I constitute the "Series II, 2008 Additions" as referred to in said Thirteenth Supplemental Lease and said Thirteenth Supplemental Indenture.

EXHIBIT A TO SCHEDULE I

LEARJET PROPERTY:

An easement over the following:

Parcel No. 1:

Lot 1, Block A, Santa Fe Midland Industries Addition to Wichita, Sedgwick County, Kansas.

Parcel No. 2:

Lot 1, Block A, Santa Fe Midland Industries 2nd Addition to Wichita, Sedgwick County, Kansas.

Parcel No. 3:

Lot 1 and the west 50 feet of Lot 2, Block A, Santa Fe Midland Industries Third Addition, Wichita, Sedgwick County, Kansas.

Parcel No. 4:

Lot 1, and Reserve A, in Block A, in Gates Learjet Addition to Wichita, Sedgwick County, Kansas.

EXCEPT that portion of Lot 1 described as: Beginning at the western-most Northwest corner of Lot 1, being 680.70 feet north and 50 feet east of the Southwest corner of the Southwest Quarter of Section 28, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence south along the West line of said Lot 1, 120 feet; thence east parallel with the South line of said Lot 1, 846.50 feet; thence north parallel with the West line of said Lot 1, 533.53 feet, more or less, to the point of intersection with the North line of said Lot 1; thence southwesterly along the North line of said Lot 1, 236.35 feet to a corner of said Lot 1; thence south along a lot line of said Lot 1, 388.03 feet to a corner of said Lot 1; thence west 611.50 feet to the point of beginning.

ASSOCIATED GROCERS' PROPERTY:

An easement over the following:

TRACT II

Lot 2, except the West 50 feet, Block A, Santa Fe Midland Industries Third Addition, except all minerals underlying the surface of said land and all right and easements in favor of the estate of said minerals.

TRACT III

Part of the Southwest Quarter of Section 28, Township 27 South, Range 1 West of the 6th P.M., described as follows:

Beginning at a point in the South line of Irving Avenue at the intersection with the East line of said Southwest Quarter of Section 28; thence West on the South line of Irving Avenue, a distance of 270.28 feet to the East line of Santa Fe Midland Industries Third Addition; thence South along said East line of said Addition, 610.95 feet to the North line of the A.T. & S.F. Railroad right-of-way; thence Northeasterly along the Northerly line of said right-of way to the East line of said Southwest Quarter of Section 28,; thence North along said East line 584.24 feet more or less to the point of beginning, except all minerals underlying the surface of said land and all rights and easements in favor of the estate of said minerals.

AIRPORT AUTHORITY PROPERTY:

An easement over the following:

The real estate located in Sedgwick County, Kansas, and more particularly described as follows:

Beginning at a point 785.5 feet east and 100 feet south of the N.W. corner of Sec. 33, T275, R1W. Thence east parallel to the north line of Section 33 a distance of 1,000 feet, thence at an angle to the right of 90° a distance of 750 feet, thence at an angle to the right of 90° a distance of 1,000 feet, thence at an angle to the right of 90° a distance of 750 feet to the point of beginning. Containing 17.22 Acres, more or less.

Beginning at a point located on the East edge of Taxiway J, 1857.50 feet East and 525.00 feet South of the N.W. corner of Sec. 33, T27S, R1W, thence bearing N87°41’06”E a distance of 308.51 feet, thence bearing N01°33’42”W a distance of 470.98 feet; thence bearing S88°26’18”W a distance of 308.55 feet to the East edge of Taxiway J; thence bearing S02°18’54”E a distance of 475.00 feet to the point of beginning. Containing 144,464.69 square feet more or less.

Beginning at a point located on the East edge of Taxiway J, 1857.50 feet East and 525.00 feet South of he N.W. corner of Sec. 33, T27S, R1 W, thence East at angle to the left of 90° a distance of 225.00 feet, thence at an angle to the right of 90° a distance of 275.00 feet; thence at an angle to the right of 90° a distance of 225.00 feet to the East edge of Taxiway J; thence at an angle to the right of 90° a distance of 275.00 feet to the point of beginning. Containing 61,875 square feet, more or less.

CARRIAGE, L.L.C. PROPERTY:

A License Agreement by and among the City, the Tenant and Carriage, L.L.C., a Kansas limited liability company, whereby the City is granted a license to enter upon certain real

property with a street address of 610 North Tyler Road, Wichita, Kansas, for the purpose of inspecting and/or removing the Improvements described on Exhibit B attached hereto.

EXHIBIT B TO SCHEDULE I

SCHEDULE II

AMORTIZATION SCHEDULE

SCHEDULE III

BOND FORM

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OFANY STATE. NO TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION OF THIS SECURITY SHALL BE MADE UNLESS THE CONDITIONS SPECIFIED IN SECTION 206 OF THE THIRTEENTH SUPPLEMENTAL TRUST INDENTURE HAVE BEEN FULFILLED, WHICH CONDITIONS GENERALLY REQUIRE THAT: (1) THERE SHALL HAVE BEEN DELIVERED TO THE TENANT AND THE TRUSTEE PRIOR TO THE TRANSFER, SALE ASSIGNMENT OR HYPOTHECATION AN OPINION OF NATIONALLY RECOGNIZED BOND OR SECURITIES COUNSEL, SATISFACTORY TO THE TENANT, THE ISSUER AND THE TRUSTEE, TO THE EFFECT THAT REGISTRATIONS UNDER THE SECURITIES ACT OF 1933 AND REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS ARE NOT REQUIRED; OR (2) THERE SHALL BE A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 AND UNDER ANY APPLICABLE STATE SECURITIES LAWS REQUIRING A STATE-LEVEL REGISTRATION STATEMENT WITH RESPECT TO THE TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AND, IN THE CASE OF BOTH (1) and (2), THERE SHALL HAVE BEEN COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER. THE TRUSTEE, AS BOND REGISTRAR, SHALL NOT TRANSFER THIS BOND EXCEPT IN ACCORDANCE WITH THIS LEGEND AND THE CORRELATIVE PROVISIONS OF THE INDENTURE.

THIS BOND IS NOT AN OBLIGATION ON WHICH THE INTEREST IS EXCLUDABLE FROM GROSS INCQME UNDER SECTION 103 OF THE INTERNAL REVENUE CODE OF THE UNITED STATES OF AMERICA, AS AMENDED. THE HOLDER OF THIS BOND SHOULD NOT REGARD THE INTEREST HEREON AS BEING EXCEPT FROM FEDERAL INCOME TAXATION.

UNITED STATES OF AMERICA

STATE OF KANSAS
CITY OF WICHITA, KANSAS

TAXABLE INDUSTRIAL REVENUE BONDS
SERIES II, 2008
(LEARJET INC.)

REGISTERED OWNER: Learjet Inc.

PRINCIPAL AMOUNT:

THE CITY OF WICHITA, KANSAS, a municipal corporation of the State of Kansas (the "Issuer"), for value received, promises to pay, but solely to the extent possible from the sources hereinafter referred to, to the Registered Owner identified above, or registered assigns, the installments of the Principal Amount identified above in the amounts ("Principal Payments") and on the dates (the "Principal Payment Dates") as shown on the Amortization Schedule which is a part of this Bond, and in like manner to pay to the Registered Owner identified above, interest thereon from the effective date of registration of this Bond (which date is set forth on this Bond) at an interest rate of _____%. Interest shall be payable semiannually on each July 1 and

January 1 (the "Interest Payment Dates"), beginning January 1, 2009, on the unpaid principal amount thereof from the next preceding Interest Payment Date, until the unpaid principal amount has been paid, at the interest rate stated above. Interest on the Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest shall be payable in immediately available finds wire transferred or otherwise delivered to the Registered Owner by The Bank of New York Trust Company, N.A., St. Louis, Missouri (the "Paying Agent" and "Trustee").

THIS BOND is one of a duly authorized series of Bonds of the Issuer designated the "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series II, 2008 (Learjet Inc.)," in the original aggregate principal amount of $_____ (the "Series II, 2008 Bonds") issued for the purpose of constructing, installing and equipping an expansion and improvements (the "Series II, 2008 Additions") to existing aviation manufacturing and flight testing facilities located in the City of Wichita, Kansas (the "Project"). In connection with the issuance of the Series II, 2008 Bonds, the Issuer has entered into a Lease dated as of December 1, 1996, between the Issuer and Learjet Inc., a Delaware corporation (the "Tenant") (said Lease Agreement as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), all pursuant to the authority of and in conformity with the provisions, restrictions and limitations of the Constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1740 to 12-1749d, inclusive, as amended, and pursuant to proceedings duly had by the governing body of the Issuer.

THE Series II, 2008 Bonds are issued under a Thirteenth Supplemental Trust Indenture, dated as of June 1, 2008, which Thirteenth Supplemental Trust Indenture supplements and amends a certain Trust Indenture dated as of December 1, 1996, as previously supplemented by the First Supplemental Trust Indenture dated as of December 1, 1997, the Second Supplemental Trust Indenture dated as of December 1, 1998, the Third Supplemental Trust Indenture dated as of December 1, 1999, the Fourth Supplemental Trust Indenture dated as of December 1, 2000, the Fifth Supplemental Trust Indenture dated as of December 1, 2001, the Sixth Supplemental Trust Indenture dated as of December 1, 2002, the Seventh Supplemental Trust Indenture dated as of December 1, 2003, the Eighth Supplemental Trust Indenture dated as of December 1, 2004, the Ninth Supplemental Trust Indenture dated as of December 1, 2005, the Tenth Supplemental Trust Indenture dated as of July 1, 2006, the Eleventh Supplemental Trust Indenture dated as of December 1, 2006, and the Twelfth Supplemental Trust Indenture dated as of December 1, 2007, all by and between the Issuer and the Trustee (said Trust Indenture as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"). The Series II, 2008 Bonds are equally and ratably secured and on a parity with the 1996 Bonds, 1997 Bonds, 1998 Bonds, 1999 Bonds, 2000 Bonds, 2001 Bonds, 2002 Bonds, 2003 Bonds, 2004 Bonds, 2005 Bonds, 2006 Bonds and 2007 Bonds (as hereinafter defined) and secured by the Indenture, subject to any partial redemption or release of pledged property permitted by the Indenture or Lease. Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue Additional Bonds (as defined therein) secured by the Indenture ratably and on a parity (subject to any partial redemption or release of pledged property permitted by the Indenture or Lease) with the Issuer's Taxable Industrial Revenue Bonds, Series VII, 1996 (Learjet Inc.) in the original aggregate principal amount of $12,240,000 (the "1996 Bonds"), the Issuer's Taxable Industrial Revenue Bonds, Series XIX, 1997 (Learjet Inc.) in the original aggregate principal amount of $9,595,165 (the "1997 Bonds"), the Issuer's

Taxable Industrial Revenue Bonds, Series XVI, 1998 (Learjet Inc.) in the original aggregate principal amount of $5,755,000 (the "1998 Bonds'), the Issuer's Taxable Industrial Revenue Bonds, Series XV, 1999 (Learjet Inc.) in the original aggregate principal amount of $6,835,083 (the "1999 Bonds'), the Issuer's Taxable Industrial Revenue Bonds, Series VIII, 2000 (Learjet Inc.) in the original aggregate principal amount of $16,442,500 (the "2000 Bonds"), the Issuer's Taxable Industrial Revenue Bonds, Series XV, 2001 (Learjet Inc.) in the original aggregate principal amount of $21,441,000 (the "2001 Bonds'), the Issuer's Taxable Industrial Revenue Bonds, Series VII, 2002 (Learjet Inc.) in the original aggregate principal amount of $4,295,000 (the "2002 Bonds"), the Issuer's Taxable Industrial Revenue Bonds, Series XII, 2003 (Learjet Inc.) in the original aggregate principal amount of $925,000 (the "2003 Bonds), the Issuer's Taxable Industrial Revenue Bonds, Series VII, 2004 (Learjet Inc.) in the original aggregate principal amount of $2,780,000 (the "2004 Bonds"), the Issuer's Taxable Industrial Revenue Bonds, Series IX, 2005 (Learjet Inc.) in the original aggregate principal amount of $3,122,000 (the "2005 Bonds"), the Issuer's Taxable Industrial Revenue Bonds, Series IX, 2006 (Learjet Inc.) in the original aggregate principal amount of $2,566,384, the Issuer's Taxable Industrial Revenue Bonds, Series IX, 2007 (Learjet, Inc.) in the original aggregate principal amount of $3,827,191.19, and the Series II, 2008 Bonds (the 1996 Bonds, the 1997 Bonds, the 1998 Bonds, the 1999 Bonds, the 2000 Bonds, the 2001 Bonds, the 2002 Bonds, the 2003 Bonds, the 2004 Bonds, the 2005 Bonds, the 2006 Bonds, the 2007 Bonds, and the Series II, 2008 Bonds, together with any Additional Bonds being herein referred to collectively as the "Bonds"). Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the owners of the Bonds, and the terms upon which the Bonds are issued and secured.

REDEMPTION OF BONDS

THE BONDS shall be subject to redemption and payment prior to the stated maturity thereof, at the option of the Issuer, upon instructions from the Tenant, as a whole or in part, on any date, at a redemption price equal to the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

IN THE EVENT any of the Bonds are called for redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the Owner of each Bond to be redeemed at the address shown on the registration books maintained by the Trustee. All Bonds so called for redemption will cease to bear interest on the specified redemption date and shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture. If less than all of the Outstanding Bonds are to be redeemed, the amounts available for such redemption shall be allocated to such series (whether one or more) of the Bonds as shall be designated by the Tenant, or in the absence of such designation by the Tenant, to the Bonds of each series as nearly applicable on a proportionate basis. Within each series, such amounts shall be allocated and applied to the redemption of the Bonds of such series by lot in such equitable manner as shall be determined by the Trustee if less than all the Bonds within a single maturity shall be redeemed.

THE BONDS and the interest thereon are limited obligations of the Issuer payable exclusively out of the revenues derived by the Issuer from the Project, including but not limited to the rents, revenues and receipts under the Lease but excluding indemnity payments and other sums the Issuer may be entitled to retain for its own account, and are secured by a pledge of the Project and a pledge and assignment of such rents, revenues and receipts, including all rentals and other amounts to be received by the Issuer under and pursuant to the Lease, all as provided in the Indenture, subject to any partial redemption or release of pledged property permitted by the Lease or Indenture. The Bonds and the interest thereon do not constitute a debt or general obligation of Issuer, the State of Kansas or any municipal corporation thereof, and are not payable in any manner by taxation. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. Pursuant to the provisions of the Lease, Rental Payments are to be paid by the Tenant directly to the Trustee for the account of the Issuer and deposited in a special trust account created by the Issuer and designated the "City of Wichita, Kansas, Principal and Interest Payment Account (Learjet Inc.)." The full and prompt payment of the principal of, redemption premium, if any, and the interest on the Bonds is unconditionally guaranteed to the Trustee by the Tenant for the benefit of the owners of the Bonds under terms of a separate Guaranty Agreement, dated as of June 1, 2008.

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable prior to the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and under the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture and subject to the restrictions of Section 206 of the Thirteenth Supplemental Trust Indenture, only upon the registration books of the Issuer kept for that purpose at the above mentioned office of the Trustee by the Owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or his duly authorized attorney, and thereupon a new Bond or Bonds in the same original aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond registered as the absolute Owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THIS BOND shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that, to the best of the Issuer's knowledge and belief, all acts, conditions and things required to exist, happen and be performed

precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated as of the Delivery Date.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer
Mayor

[SEAL]

ATTEST:

By: _____
Karen Sublett
City Clerk

(TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series II, 2008 (Learjet Inc.), described in the within-mentioned Indenture. The effective date of registration of this Bond is June 26, 2008.

THE BANK OF NEW YORK TRUST
COMPANY, N.A.
St. Louis, Missouri
as Trustee

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____
Please insert Social Security or
other identifying number of assignee

_____
Please print or affix typewritten name and address
including postal zip code of transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Agent to transfer the within Bond on the books kept for registration thereof; with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____	_____
Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17Ad-15 (17 C.F.R.240.17-Ad-15)	NOTICE: The signature to this assignment must correspond with the name as written upon the face of the Bond, in every particular, without alteration or enlargement, or any change whatever.

ASSIGNMENT OF THIRTEENTH SUPPLEMENTAL LEASE

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, the City of Wichita, Kansas, a municipal corporation of the State of Kansas (the "City"), has heretofore entered into a Thirteenth Supplemental Lease dated as of June 1, 2008 (the "Thirteenth Supplemental Lease"); said Thirteenth Supplemental Lease supplements and amends a certain Lease Agreement dated as of December 1, 1996 (the "1996 Lease"), as previously supplemented and amended by a First Supplemental Lease dated as of December 1, 1997 (the "First Supplemental Lease"), a Second Supplemental Lease dated as of December 1, 1998 (the "Second Supplemental Lease"), a Third Supplemental Lease dated as of December 1, 1999 (the "Third Supplemental Lease"), a Fourth Supplemental Lease dated as of December 1, 2000 (the "Fourth Supplemental Lease"), a Fifth Supplemental Lease dated as of December 1, 2001 (the "Fifth Supplemental Lease"), a Sixth Supplemental Lease dated as of December 1, 2002 (the "Sixth Supplemental Lease"), a Seventh Supplemental Lease dated as of December 1, 2003 (the "Seventh Supplemental Lease"), an Eighth Supplemental Lease dated as of December 1, 2004 (the "Eighth Supplemental Lease"), a Ninth Supplemental Lease dated as of December 1, 2005 (the "Ninth Supplemental Lease"), a Tenth Supplemental Lease dated as of July 1, 2006 (the "Tenth Supplemental Lease"), an Eleventh Supplemental Lease dated as of December 1, 2006, and a Twelfth Supplemental Lease dated as of December 1, 2007 (the "Twelfth Supplemental Lease"), all by and between said the City, as issuer, and Learjet Inc., a Delaware corporation, duly authorized to do business in the State of Kansas, as Tenant (the 1996 Lease, as supplemented and amended from time to time, is referred to as the "Lease"); and

WHEREAS, said Thirteenth Supplemental Lease covers the property described in **Schedule I** attached hereto; and

WHEREAS, said Thirteenth Supplemental Lease is for a term beginning as of June 1, 2008, and expiring January 1, 2019 or on such earlier or later date as set forth in said Thirteenth Supplemental Lease; and

WHEREAS, the City has issued its Taxable Industrial Revenue Bonds, Series II, 2008 (Learjet Inc.) (the "Series II, 2008 Bonds"), payable solely and only from certain of the money and revenue received from the fees charged and rentals received from the Series II, 2008 Additions described in **Schedule I** attached hereto, and said Series II, 2008 Additions have been pledged to payment of said Series II, 2008 Bonds and certain other Bonds on a parity therewith; and

WHEREAS, The Bank of New York Trust Company, N.A., in the City of St. Louis, Missouri (as successor trustee to INTRUST Bank, N.A., Wichita, Kansas) (the "Trustee"), has been designated as Trustee pursuant to the terms of a Thirteenth Supplemental Trust Indenture dated as of June 1, 2008, supplementing and amending a certain Trust Indenture dated as of December 1, 1996 (the "1996 Indenture"), as previously supplemented and amended by a First Supplemental Trust Indenture dated as of December 1, 1997, by a Second Supplemental Trust Indenture dated as of December 1, 1998, by a Third Supplemental Trust Indenture dated as of December 1, 1999, by a Fourth Supplemental Trust Indenture dated as of December 1, 2000, by a Fifth Supplemental Trust Indenture dated as of December 1, 2001, by a Sixth Supplemental

Trust Indenture dated as of December 1, 2002, a Seventh Supplemental Trust Indenture dated as of December 1, 2003, an Eighth Supplemental Trust Indenture dated as of December 1, 2004, a Ninth Supplemental Trust Indenture dated as of December 1, 2005, a Tenth Supplemental Trust Indenture dated as of July 1, 2006, an Eleventh Supplemental Trust Indenture dated as of December 1, 2006, and a Twelfth Supplemental Trust Indenture dated as of December 1, 2007 (the 1996 Indenture, as supplemented and amended from time to time, referred to herein as the "Indenture") and under which Indenture the Trustee is authorized and empowered to perform the duties of the City, and to make disbursements as required thereunder and to perform, insofar as it legally can, all acts otherwise required of the Issuer, in connection with said Thirteenth Supplemental Indenture and said Thirteenth Supplemental Lease.

NOW, THEREFORE, in consideration of the sum of One ($1.00) Dollar and other good and valuable consideration, including the acceptance by the Trustee, of all of the duties under said Thirteenth Supplemental Lease, the City, by authority of its governing body, does hereby sell, assign, transfer and set over unto The Bank of New York Trust Company, N.A., in the City of St. Louis, Missouri (as successor trustee to INTRUST Bank, NA., Wichita, Kansas), as Trustee, all of the right, title and interest of the lessor, the City, for the purpose of exercising the rights and performing and carrying out the duties and obligations of the City under said Thirteenth Supplemental Lease to the extent that such rights and duties may be lawfully assigned by the City and excepting only such rights and duties which, in the context in which they appear in said Thirteenth Supplemental Lease (except the City's rights to indemnity and to enforce environmental indemnity and Equal Employment Opportunity provisions in the Lease) are capable of being exercised or performed only by the City. This Assignment shall be and is for the benefit of Owners of said Taxable Industrial Revenue Bonds, Series II, 2008 (Learjet Inc.), the City of Wichita's Taxable Industrial Revenue Bonds, Series XII, 1996 (Learjet Inc.), the City of Wichita's Taxable Industrial Revenue Bonds, Series XIX, 1997 (Learjet Inc., the City of Wichita's Taxable Industrial Revenue Bonds, Series XVI 1998 (Learjet Inc.), the City of Wichita's Taxable Industrial Revenue Bonds, Series XV, 1999 (Learjet Inc.), the City of Wichita's Taxable Industrial Revenue Bonds, Series VIII, 2000 (Learjet Inc.), the City of Wichita's Taxable Industrial Revenue Bonds, Series XV, 2001 (Learjet Inc.), the City of Wichita's Taxable Industrial Revenue Bonds, Series VII, 2002 (Learjet Inc.), the City of Wichita's Taxable Industrial Revenue Bonds, VII, 2004, the City of Wichita's Taxable Industrial Revenue Bonds, IX, 2005 (Learjet Inc.), the City of Wichita's Taxable Industrial Revenue Bonds, IX, 2006 (Learjet Inc.), and the City of Wichita's Taxable Industrial Revenue Bonds, IX, 2007 (Learjet, Inc.).

This Assignment shall be null and void upon full payment of said Bonds and the expiration of the duties of said Trustee.

This Assignment of Thirteenth Supplemental Lease shall inure to the benefit of and be reassigned by the Trustee, to any successor trustee as provided in said Indenture and Lease.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the City has caused this Assignment of Thirteenth Supplemental Lease to be signed by an authorized official, such signature to be attested by an authorized officer and its official seal to be applied, to be dated as of the ___ day of June, 2008.

CITY OF WICHITA, KANSAS,
as Issuer

By: _____
Carl Brewer
Mayor

[SEAL]

ATTEST:

By: _____
Karen Sublett
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of June, 2008, before me, the undersigned, a Notary Public in and for said County and State, came Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

_____
Notary Public

My Commission Expires:

ACKNOWLEDGMENT AND ACCEPTANCE OF TRUSTEE

I, the undersigned, Cheryl A. Rain, a duly authorized, qualified and acting Assistant Vice President of The Bank of New York Trust Company, N.A. in the City of St. Louis, Missouri, hereby acknowledge and accept, as assignee, the above and foregoing Assignment of Thirteenth Supplemental Lease by the City of Wichita, Kansas, of all of its right, title and interest, as Lessor, in and to a certain Thirteenth Supplemental Lease dated as of June 1, 2008, by and between the City of Wichita, Kansas, as Issuer, and Learjet Inc., as Tenant.

THE BANK OF NEW YORK TRUST
COMPANY, N.A.,
as Trustee

By: _____
Cheryl A. Rain
Assistant Vice President

SCHEDULE I

SCHEDULE I TO THE THIRTEENTH SUPPLEMENTAL TRUST INDENTURE OF THE CITY OF WICHITA, KANSAS, AND THE BANK OF NEW YORK TRUST COMPANY, N.A., ST. LOUIS, MISSOURI, AS TRUSTEE, DATED AS OF JUNE 1, 2008 AND TO THE THIRTEENTH SUPPLEMENTAL LEASE DATED AS OF JUNE 1, 2008 BY AND BETWEEN SAID CITY AND LEARJET INC.

PROPERTY SUBJECT TO LEASE

(a) The City's easements and licenses related to the following described real property located in Sedgwick County, Kansas, to wit:

[See "**Exhibit A**" to **Schedule I** for legal descriptions]

(b) All buildings, improvements, machinery, equipment and tooling purchased with the proceeds of the Series II, 2008 Bonds and located on any of the above-described real property, constituting the "Series II, 2008 Additions" referred to in said Thirteenth Supplemental Lease and Thirteenth Supplemental Trust Indenture, and more specifically described as follows:

[See "**Exhibit B**" to **Schedule I** for specific description]

The property interests described in paragraphs (a) and (b) of this **Schedule I** constitute the "Series II, 2008 Additions" as referred to in said Thirteenth Supplemental Lease and said Thirteenth Supplemental Trust Indenture.

EXHIBIT A TO SCHEDULE I

LEARJET PROPERTY:

An easement over the following:

Parcel No. 1:

Lot 1, Block A, Santa Fe Midland Industries Addition to Wichita, Sedgwick County, Kansas.

Parcel No. 2:

Lot 1, Block A, Santa Fe Midland Industries 2nd Addition to Wichita, Sedgwick County, Kansas.

Parcel No. 3:

Lot 1 and the west 50 feet of Lot 2, Block A, Santa Fe Midland Industries Third Addition, Wichita, Sedgwick County, Kansas.

Parcel No. 4:

Lot 1, and Reserve A, in Block A, in Gates Learjet Addition to Wichita, Sedgwick County, Kansas.

EXCEPT that portion of Lot 1 described as: Beginning at the western-most Northwest corner of Lot 1, being 680.70 feet north and 50 feet east of the Southwest corner of the Southwest Quarter of Section 28, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence south along the West line of said Lot 1, 120 feet; thence east parallel with the South line of said Lot 1, 846.50 feet; thence north parallel with the West line of said Lot 1, 533.53 feet, more or less, to the point of interSection with the North line of said Lot 1; thence southwesterly along the North line of said Lot 1, 236.35 feet to a corner of said Lot 1; thence south along a lot line of said Lot 1, 388.03 feet to a corner of said Lot 1; thence west 611.50 feet to the point of beginning.

ASSOCIATED GROCERS' PROPERTY:

An easement over the following:

TRACT I

Block 1, Tract No. 3 Santa Fe Industrial Subdivision, Wichita, Kansas:

EXCEPT the following described tract: Beginning at the southwest corner of said Block 1, on the north right-of-way line of the Atchison, Topeka, and Santa Fe Railroad, and on the west line of the West half of the Southeast Quarter, Section 28, Township 27 South, Range 1 West of the Sixth Principal Meridian;

thence North 585.24 feet along the west line of said Block 1; thence East 30 feet parallel with the south right-of-way line of U.S. Highway 54 (Condemnation Case A-38302); thence North 210 feet along the west line of said Block 1, and along the east right-of-way line of Woodchuck Lane; thence East 345 feet along the north line of said Block 1; thence South 210 feet parallel with the west line of said Block 1; thence West 145 feet parallel with the north line of said Block 1; thence South 563.4 feet parallel with the west line of said Block 1 to the south line of said Block 1, and the north line of said railroad right-of-way; thence 201.19 feet along said south line of Block 1, and the north line of said railroad right-of-way to the Point of Beginning; and

EXCEPT the following described tract: Beginning at the Northeast corner of said Block 1, and on the east line of the West half of the Southeast Quarter, Section 28, Township 27 South, Range 1 West of the Sixth Principal Meridian; thence South 60 feet along the east line of said Block 1; thence West 30 feet parallel with the north line of said Block 1; thence north 60 feet parallel with the east line of said Block 1 to the north line of said Block 1; thence East 30 feet along the north line of said Block 1 to the Point of Beginning.

TRACT II

Lot 2, except the West 50 feet, Block A, Santa Fe Midland Industries Third Addition, except all minerals underlying the surface of said land and all right and easements in favor of the estate of said minerals.

TRACT III

Part of the Southwest Quarter of Section 28, Township 27 South, Range 1 West of the 6th P.M., described as follows:

Beginning at a point in the South line of Irving Avenue at the interSection with the East line of said Southwest Quarter of Section 28; thence West on the South line of Irving Avenue, a distance of 270.28 feet to the East line of Santa Fe Midland Industries Third Addition; thence South along said East line of said Addition, 610.95 feet to the North line of the A.T. & S.F. Railroad right-of-way; thence Northeasterly along the Northerly line of said right-of way to the East line of said Southwest Quarter of Section 28,; thence North along said East line 584.24 feet more or less to the point of beginning, except all minerals underlying the surface of said land and all rights and easements in favor of the estate of said minerals.

<u>AIRPORT AUTHORITY PROPERTY:</u>

An easement over the following:

The real estate located in Sedgwick County, Kansas, and more particularly described as follows:

Beginning at a point 785.5 feet east and 100 feet south of the N.W. corner of Sec. 33, T275, R1W. Thence east parallel to the north line of Section 33 a distance of 1,000 feet, thence at an angle to the right of 90° a distance of 750 feet, thence at an angle to the right of 90° a distance of 1,000 feet, thence at an angle to the right of 90° a distance of 750 feet to the point of beginning. Containing 17.22 Acres, more or less.

Beginning at a point located on the East edge of Taxiway J, 1857.50 feet East and 525.00 feet South of the N.W. corner of Sec. 33, T27S, R1W, thence bearing N87°41'06"E a distance of 308.51 feet, thence bearing N01°33'42"W a distance of 470.98 feet; thence bearing S88°26'18"W a distance of 308.55 feet to the East edge of Taxiway J; thence bearing S02°18'54"E a distance of 475.00 feet to the point of beginning. Containing 144,464.69 square feet more or less.

Beginning at a point located on the East edge of Taxiway J, 1857.50 feet East and 525.00 feet South of he N.W. corner of Sec. 33, T27S, R1 W, thence East at angle to the left of 90° a distance of 225.00 feet, thence at an angle to the right of 90° a distance of 275.00 feet; thence at an angle to the right of 90° a distance of 225.00 feet to the East edge of Taxiway J; thence at an angle to the right of 90° a distance of 275.00 feet to the point of beginning. Containing 61,875 square feet, more or less.

CARRIAGE, L.L.C. PROPERTY:

A License Agreement by and among the City, the Tenant and Carriage, L.L.C., a Kansas limited liability company, whereby the City is granted a license to enter upon certain real property with a street address of 610 North Tyler Road, Wichita, Kansas, for the purpose of inspecting and/or removing the Improvements described on Exhibit B attached hereto.

EXHIBIT B TO SCHEDULE I

THIRTEENTH SUPPLEMENTAL LEASE

BY AND BETWEEN

CITY OF WICHITA, KANSAS

AND

LEARJET INC.

DATED AS OF JUNE 1, 2008

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THIRTEENTH SUPPLEMENTAL LEASE

THIS THIRTEENTH SUPPLEMENTAL LEASE, dated as of June 1, 2008 (the "Thirteenth Supplemental Lease"), by and between the City of Wichita, Kansas, a municipal corporation of the State of Kansas (the "Issuer" or "City"), and Learjet Inc., a corporation organized under the laws of the State of Delaware and qualified to conduct its business in the State of Kansas (the "Tenant").

WITNESSETH:

WHEREAS, Issuer, to the best of its knowledge and belief, is a municipal corporation duly organized and existing under the laws of the State of Kansas (the "State"), with full, lawful power and authority to enter into this Thirteenth Supplemental Lease by and through its governing body; and

WHEREAS, Issuer previously issued its revenue bonds pursuant to K.S.A. 12-1740 *et seq.*, as amended (the "Act"), for the purpose of financing the development and improvement of certain industrial and commercial facilities (the "Project") which have been leased by Issuer to the Tenant; and

WHEREAS, at the Tenant's request, Issuer has agreed to issue its revenue bonds pursuant to the Act for the purpose of providing funds to finance the costs of constructing, installing and equipping an expansion and improvements and additions to the Project (the "Series II, 2008 Additions"); and

WHEREAS, Issuer, in furtherance of the purposes and pursuant to the provisions of the laws of the State, including the Act, and in order to provide for the industrial and commercial development and welfare of the City of Wichita, Kansas, and its environs and to provide employment opportunities for its citizens and to promote the economic stability of the State, intends to:

(a) Provide for the acquisition, purchasing, constructing, installing and equipping of the Series II, 2008 Additions;

(b) Lease the Series II, 2008 Additions to the Tenant for the rentals and upon the terms and conditions hereinafter set forth; and

(c) Issue, for the foregoing purposes, the Series II, 2008 Bonds (as hereinafter defined) under and pursuant to and subject to the provisions of the Act and Indenture (as hereinafter defined), said Indenture being incorporated herein by reference and authorized by ordinances of the governing body of the Issuer; and

WHEREAS, Tenant, consistent with the foregoing intent of Issuer, desires to lease the Series II, 2008 Additions from Issuer for the rentals and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Issuer and Tenant do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. In addition to the words, terms and phrases elsewhere defined in the Lease and the Indenture, the following words, terms and phrases as used herein shall have the following meanings unless the context or use indicates another or different meaning or intent:

"**Airport Authority Easement Agreements**" means the Easement Agreements dated as of December 1, 1996 and December 1, 1998, all by and between The Wichita Airport Authority of the City of Wichita, Kansas, as Grantor, and the City, pursuant to which said Grantor grants an easement to the City over certain real property constituting a part of the Premises.

"**Associated Grocers' Easement Agreement**" means the Easement Agreement dated as of December 1, 1996, by and between Associated Grocers' Company of St. Louis, Missouri, as Grantor, and the City, pursuant to which said Grantor grants to the City an easement over certain real property constituting a portion of the Premises.

"**Authorized Tenant Representative**" means the General Counsel or the Director, Finance Learjet Product Line and Assistant Treasurer, of Learjet Inc. or such persons at the time designated to act on behalf of the Tenant as evidenced by written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the Tenant by its President, Vice President, Treasurer, Secretary or any Assistant Secretary. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Tenant Representative.

"**Bond Purchase Agreement,**" for purposes of the Series II, 2008 Bonds, means the Bond Purchase Agreement, to be entered into by and between the Issuer and Learjet Inc., relating to the purchase of the Series II, 2008 Bonds.

"**Bonds**" means, collectively, the 1996 Bonds authorized pursuant to the 1996 Indenture, the 1997 Bonds authorized pursuant to the First Supplemental Indenture, the 1998 Bonds authorized pursuant to the Second Supplemental Indenture, the 1999 Bonds authorized by the Third Supplemental Indenture, the 2000 Bonds authorized by the Fourth Supplemental Indenture, the 2001 Bonds authorized by the Fifth Supplemental Indenture, the 2002 Bonds authorized by the Sixth Supplemental Indenture, the 2003 Bonds authorized by the Seventh Supplemental Indenture, the 2004 Bonds authorized by the Eighth Supplemental Indenture, the 2005 Bonds authorized by the Ninth Supplemental Indenture, the 2006 Bonds authorized by the Eleventh Supplemental Indenture, the 2007 Bonds authorized by the Twelfth Supplemental Indenture, and the Series II, 2008 Bonds issued pursuant to the Thirteenth Supplemental Indenture, and any Additional Bonds.

"**Carriage License Agreement**" means the License Agreement dated as of December 1, 2000, by and among Carriage, L.L.C., a Kansas limited liability company, as Grantor, the Tenant and the City, pursuant to which said Grantor grants a license to the City with respect to certain real property constituting a part of the Premises.

"**Change of Circumstances**" means the occurrence of any of the following events:

(i) title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain;

(ii) the Project is damaged or destroyed, in whole or in part, by fire, theft or other casualty; or

(iii) as a result of changes in the Constitution of the State or of legislative or administrative action by the State or any municipal corporation thereof, or by the United States, or by reason of any action instituted in any court, the Lease shall become void or unenforceable, or impossible of performance without unreasonable delay or by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed by the Lease upon the Tenant.

"**Easement and License Agreements**" means, collectively, the Learjet Easement Agreement, the Associated Grocers' Easement Agreement, the Airport Authority Easement Agreements and the Carriage License Agreement.

"**Eighth Supplemental Indenture**" means the Eighth Supplemental Trust Indenture dated as of December 1, 2004, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the issuance and payment of the 2004 Bonds.

"**Eighth Supplemental Lease**" means the Eighth Supplemental Lease dated as of December 1, 2004, by and between the Issuer and the Tenant, further supplementing and amending the 1996 Lease.

"**Eleventh Supplemental Indenture**" means the Eleventh Supplemental Trust Indenture dated as of December 1, 2006, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the issuance and payment of the 2006 Bonds.

"**Eleventh Supplemental Lease**" means the Eleventh Supplemental Lease dated as of December 1, 2006, by and between the Issuer and the Tenant, further supplementing and amending the 1996 Lease.

"**Fifth Supplemental Lease**" means the Fifth Supplemental Lease dated as of December 1, 2001, by and between the Issuer and the Tenant, further supplementing and amending the 1996 Lease.

"**Fifth Supplemental Indenture**" means the Fifth Supplemental Trust Indenture dated as of December 1, 2001, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the issuance and payment of the 2001 Bonds.

"**First Supplemental Lease**" means the First Supplemental Lease dated as of December 1, 1997, by and between Issuer and Tenant, supplementing and amending the 1996 Lease.

"**First Supplemental Indenture**" means the First Supplemental Trust Indenture, dated as of December 1, 1997, by and between Issuer and Trustee, supplementing and amending the 1996 Indenture, and providing for the issuance and securing the payment of the 1997 Bonds.

"**Indenture**" means, collectively, the 1996 Indenture, as supplemented and amended by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture, the Tenth Supplemental Indenture, the Eleventh Supplemental Indenture, the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture and any further Supplemental Indentures executed and delivered in accordance with the provisions thereof and hereof.

"**Interest Payment Date**" means, for purposes of the Series II, 2008 Bonds, any Principal Payment Date.

"**Land**" means the Issuer's easements over and licenses in the real property as described on Schedule I hereto, as granted to the Issuer pursuant to the Easement and License Agreements.

"**Learjet Easement Agreement**" means the Easement Agreement dated as of December 1, 1996, by and between the Tenant, as Grantor, and the City, pursuant to which the Tenant grants to the City an easement over certain real property constituting a portion of the Premises.

"**Lease**" means the 1996 Lease, as from time to time amended and supplemented in accordance with the provisions thereof and of the Indenture, including by the First Supplemental Lease, the Second Supplemental Lease, the Third Supplemental Lease, the Fourth Supplemental Lease, the Fifth Supplemental Lease, the Sixth Supplemental Lease, the Seventh Supplemental Lease, the Eighth Supplemental Lease, the Ninth Supplemental Lease, the Tenth Supplemental Lease, the Eleventh Supplemental Lease, the Twelfth Supplemental Lease and this Thirteenth Supplemental Lease.

"**Ninth Supplemental Indenture**" means the Ninth Supplemental Trust Indenture dated as of December 1, 2005, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the issuance and payment of the 2005 Bonds.

"**Ninth Supplemental Lease**" means the Ninth Supplemental Lease dated as of December 1, 2005, by and between the Issuer and the Tenant, further supplementing and amending the 1996 Lease.

"**Original Purchaser**" means Learjet Inc., a Delaware corporation qualified to do business in the State of Kansas.

"**Payment Date**" means any date on which the principal of or interest on any Bonds is payable.

"**Permitted Encumbrances**" means and includes

(i) any restrictions or encumbrances impacting or affecting the current or future use of property in connection with the operation of a gambling facility which consists of multi-game casino-style gambling on the property; or

(ii) any Imposition levied by the Issuer pursuant to K.S.A. I2-6a01 or similar law which levy creates a special assessment against the Land for public improvements by which the Land is especially benefited, or any liens arising under K.S.A. Chapter 10.

"**Premises**" means and includes the Land, as well as any improvements and additions thereto or from time to time existing thereon.

"**Principal and Interest Payment Account**" means the "City of Wichita, Kansas, Principal and Interest Payment Account (Learjet Inc.)" created pursuant to **Section 601** of the 1996 Indenture.

"**Principal Payment Date**" means, with respect to the Series II, 2008 Bonds, July 1 and January 1 in each year, commencing as of January 1, 2009, and terminating when the principal of, redemption premium, if any, and interest on the Series II, 2008 Bonds have been fully paid.

"**Project**" means, collectively, the Issuer's interest in the Premises, the 1996 Project, the 1997 Additions, the 1998 Additions, the 1999 Additions, the 2000 Additions, 2001 Additions, the 2002 Additions, the 2003 Additions, the 2004 Additions, the 2005 Additions, the 2006 Additions, the 2007 Additions and the Series II, 2008 Additions, as well as any real property, improvements, machinery, equipment and tooling acquired, constructed or installed with proceeds of the Bonds, including any future Project Additions, but excluding those portions of the 1996 Project, the 1997 Additions, the 1999 Additions, the 2000 Additions, the 2001 Additions, the 2002 Additions, the 2004 Additions, the 2005 Additions, the 2006 Additions, and the 2007 Additions for which the Tenant has exercised its option to purchase said portions of said Additions in accordance with the terms of the Lease.

"**Project Additions**" means any real property improvements, machinery, equipment or tooling acquired, constructed or installed from proceeds of any Additional Bonds authorized and issued pursuant to the Indenture.

"**Project Costs**" means, with respect to the Series II, 2008 Bonds, those costs incurred in connection with the Series II, 2008 Additions, including:

(a) all costs and expenses incident or necessary to the acquisition of the Series II, 2008 Additions including such of the improvements as are acquired, purchased, constructed, installed or in progress at the date of such acquisition;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the

construction, installation and equipping of the Series II, 2008 Additions or the issuance of the Series II, 2008 Bonds;

(c) all costs and expenses incurred in constructing, installing or equipping the Series II, 2008 Additions;

(d) payment of interest actually incurred on any interim financing obtained from a lender unrelated to the Tenant for performance of work on the Series II, 2008 Additions prior to the issuance of the Bonds;

"**Project Fund**" means the "City of Wichita, Kansas, Project Fund (Learjet Inc.)" created pursuant to **Section 501** of the 1996 Indenture.

"**Second Supplemental Lease**" means the Second Supplemental Lease dated as of December 1, 1998, by and between the Issuer and the Tenant, further supplementing and amending the 1996 Lease.

"**Second Supplemental Indenture**" means the Second Supplemental Trust Indenture dated as of December 1, 1998, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the issuance and payment of the 1998 Bonds.

"**Series II, 2008 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the Series II, 2008 Bonds.

"**Series II, 2008 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series II, 2008 (Learjet Inc.) in the original aggregate principal amount of $_____.

"**Series II, 2008 Ordinance**" means Ordinance No. _____ of the City of Wichita, Kansas, which specifically authorizes the issuance of the Series II, 2008 Bonds.

"**Series II, 2008 Supplemental Additional Rent**" means all reasonable or necessary fees, charges and expenses of the Trustee, all Impositions, all amounts required under the Lease, all other payments of whatever nature which Tenant has agreed to pay or assume under the provisions of this Thirteenth Supplemental Lease and all expenses (including reasonable attorney's fees) incurred by Issuer or Trustee in connection with the enforcement of any rights under this Thirteenth Supplemental Lease or the Thirteenth Supplemental Indenture.

"**Series II, 2008 Supplemental Basic Rent**" means the additional amount of rent when added to any Supplemental Basic Rent Credits, which shall be, in the aggregate, sufficient to pay, on any Payment Date for the Series II, 2008 Bonds, all principal of, redemption premium, if any, and interest on the Series II, 2008 Bonds which are due and payable on such Payment Date, and shall be deemed to include all payments made pursuant to the provisions of **Section 2.3** of the Bond Purchase Agreement.

"**Series II, 2008 Supplemental Basic Rent Credits**" means all funds on deposit in the Principal and Interest Payment Account and available for the payment of principal of, redemption premium, if any, and interest on the Series II, 2008 Bonds on any Payment Date therefor.

"**Series II, 2008 Supplemental Basic Rent Payment Date**" means, for purposes of the Series II, 2008 Bonds, each Payment Date applicable thereto.

"**Series II, 2008 Supplemental Rent**" means, collectively, the Series II, 2008 Supplemental Basic Rent and any Series II, 2008 Supplemental Additional Rent required by this Thirteenth Supplemental Lease.

"**Seventh Supplemental Lease**" means the Seventh Supplemental Lease dated as of December 1, 2003, by and between the Issuer and the Tenant, further supplementing and amending the 1996 Lease.

"**Seventh Supplemental Indenture**" means the Seventh Supplemental Trust Indenture dated as of December 1, 2003, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the issuance and payment of the 2003 Bonds.

"**Sixth Supplemental Lease**" means the Sixth Supplemental Lease dated as of December 1, 2002, by and between the Issuer and the Tenant, further supplementing and amending the 1996 Lease.

"**Sixth Supplemental Indenture**" means the Sixth Supplemental Trust Indenture dated as of December 1, 2002, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the issuance and payment of the 2002 Bonds.

"**Tenth Supplemental Indenture**" means the Tenth Supplemental Trust Indenture dated as of July 1, 2006, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the redemption of a portion of the outstanding Bonds.

"**Tenth Supplemental Lease**" means the Tenth Supplemental Lease dated as of July 1, 2006, by and between the Issuer and the Tenant, further supplementing and amending the 1996 Lease.

"**Third Supplemental Lease**" means the Third Supplemental Lease dated as of December 1, 1999, by and between the Issuer and the Tenant, further supplementing and amending the 1996 Lease.

"**Third Supplemental Indenture**" means the Third Supplemental Trust Indenture dated as of December 1, 1999, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the issuance and payment of the 1999 Bonds.

"**Thirteenth Supplemental Additional Term**" shall mean that term commencing on the last day of the Thirteenth Supplemental Basic Term and terminating 5 years thereafter.

"**Thirteenth Supplemental Basic Term**" means that term commencing as of the date of this Thirteenth Supplemental Lease and ending on January 1, 2019, subject to prior termination as specified in this Thirteenth Supplemental Lease, but to continue thereafter until all of the principal of, redemption premium, if any, and the interest on all of the Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Indenture.

"**Thirteenth Supplemental Term**" means, collectively, this Thirteenth Supplemental Basic Term and any Thirteenth Supplemental Additional Term of the Thirteenth Supplemental Lease.

"**Trustee**" means The Bank of New York Trust Company, N.A., in the City of St. Louis, Missouri (as successor trustee to INTRUST Bank, N.A., Wichita, Kansas), in its capacity as trustee, bond registrar and paying agent and its successor or successors and any other corporation or association which at the time may be substituted in its place pursuant to and at the time serving as Trustee under the Indenture, as amended.

"**Twelfth Supplemental Lease**" means the Twelfth Supplemental Lease dated as of December 1, 2007, by and between the Issuer and the Tenant, further supplementing and amending the 1996 Lease.

"**Twelfth Supplemental Indenture**" means the Twelfth Supplemental Trust Indenture dated as of December 1, 2007, by and between the Issuer and the Trustee, further supplementing and amending the 1996 Indenture and providing for the issuance and payment of the 1999 Bonds.

"**1996 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XII, 1996 (Learjet Inc.) in the original aggregate principal amount of $12,240,000.

"**1996 Indenture**" means the Trust Indenture, dated as of December 1, 1996, by and between the Issuer and the Trustee.

"**1996 Lease**" means the Lease Agreement dated as of December 1, 1996 by and between Issuer and Tenant.

"**1996 Ordinance**" means Ordinance No. 43-335 of the City of Wichita, Kansas, which specifically authorized the issuance of the 1996 Bonds.

"**1996 Project**" means and includes the Premises, as well as any real property, improvements, machinery, equipment and tooling acquired, constructed or installed with proceeds of the 1996 Bonds, all as more particularly described on Schedule I attached to the 1996 Indenture.

"**1997 Additions**" means the buildings, structures, facilities, machinery, equipment and other property purchased, in whole or in part, from the proceeds of the 1997 Bonds.

"**1997 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XIX, 1997 (Learjet Inc.) in the original aggregate principal amount of $9,595,165.

"**1997 Ordinance**" means Ordinance No. 43-661 of the City of Wichita, Kansas, which specifically authorized the issuance of the 1997 Bonds.

"**1998 Additions**" means the buildings, structures, facilities, machinery, equipment and other property purchased, in whole or in part, from the proceeds of the 1998 Bonds.

"**1998 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XVI, 1998 (Learjet Inc.) in the original aggregate principal amount of $5,755,000.

"**1998 Ordinance**" means Ordinance No. 44-109 of the City of Wichita, Kansas, which specifically authorized the issuance of the 1998 Bonds.

"**1999 Additions**" means the buildings, structures, facilities, machinery, equipment and other property purchased, in whole or in part, from the proceeds of the 1999 Bonds.

"**1999 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XV, 1999 (Learjet Inc.) in the original aggregate principal amount of $6,835,088.

"**1999 Ordinance**" means Ordinance No. 44-438 of the City of Wichita, Kansas, which specifically authorized the issuance of the 1999 Bonds.

"**2000 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the 2000 Bonds.

"**2000 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VIII, 2000 (Learjet Inc.) in the original aggregate principal amount of $16,442,500.

"**2000 Ordinance**" means Ordinance No. 44-823 of the City of Wichita, Kansas, which specifically authorizes the issuance of the 2000 Bonds.

"**2001 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the 2001 Bonds.

"**2001 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XV, 2001 (Learjet Inc.) in the original aggregate principal amount of $21,441,000.

"**2001 Ordinance**" means Ordinance No. 45-154 of the City of Wichita, Kansas, which specifically authorizes the issuance of the 2001 Bonds.

"**2002 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the 2002 Bonds.

"**2002 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VII, 2002 (Learjet Inc.) in the original aggregate principal amount of $4,295,000.

"**2002 Ordinance**" means Ordinance No. 45-515 of the City of Wichita, Kansas, which specifically authorizes the issuance of the 2002 Bonds.

"**2003 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the 2003 Bonds.

"**2003 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series XII, 2003 (Learjet Inc.) in the original aggregate principal amount of $925,000.

"**2003 Ordinance**" means Ordinance No. 45-941 of the City of Wichita, Kansas, which specifically authorizes the issuance of the 2003 Bonds.

"**2004 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the 2004 Bonds.

"**2004 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VII, 2004 (Learjet Inc.) in the original aggregate principal amount of $2,780,000.

"**2004 Ordinance**" means Ordinance No. 46-415 of the City of Wichita, Kansas, which specifically authorizes the issuance of the 2004 Bonds.

"**2005 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the 2005 Bonds.

"**2005 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series IX, 2005 (Learjet Inc.) in the original aggregate principal amount of $3,122,000.

"**2005 Ordinance**" means Ordinance No. 46-863 of the City of Wichita, Kansas, which specifically authorizes the issuance of the 2005 Bonds.

"**2006 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the 2006 Bonds.

"**2006 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series IX, 2006 (Learjet Inc.) in the original aggregate principal amount of $2,566,384.

"**2006 Ordinance**" means Ordinance No. 47-314 of the City of Wichita, Kansas, which specifically authorizes the issuance of the 2006 Bonds.

"**2007 Additions**" means the buildings, structures, facilities, machinery, equipment and any other property purchased, in whole or in part, from the proceeds of the 2007 Bonds.

"**2007 Bonds**" means the City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series IX, 2007 (Learjet Inc.) in the original aggregate principal amount of $3,827,191.19.

"**2007 Ordinance**" means Ordinance No. 47-717 of the City of Wichita, Kansas, which specifically authorizes the issuance of the 2007 Bonds.

Section 1.2. <u>Representations and Covenants by Tenant</u>. Tenant hereby makes, as the basis for the undertakings on its part herein contained with respect to the Series II, 2008 Bonds,

the covenants and representations made by it in **Section 1.2** of the 1996 Lease, and does hereby incorporate such covenants and representations herein by reference.

Section 1.3. **Representations and Covenants by Issuer**. Issuer hereby makes, as the basis for the undertakings on its part herein contained with respect to the Series II, 2008 Bonds, the following covenants and representations:

(a) In the opinion of the City Attorney, it is a municipal corporation existing under the Constitution and laws of the State of Kansas. To the best of its knowledge, under the provisions of the Act, the Issuer has the power to enter into and perform the transactions contemplated by this Thirteenth Supplemental Lease and the Thirteenth Supplemental Indenture and to carry out its obligations hereunder and thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused any lien, claim or encumbrance to be placed against, the Project, except for the Lease and the assignment thereof to the Trustee, the pledge of the Project pursuant to the Indenture and Permitted Encumbrances.

(c) Except as otherwise allowed herein, or as provided by law, the Issuer will not during the Thirteenth Supplemental Basic Term or the Thirteenth Supplemental Additional Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause any lien, claim or encumbrance to be placed against, the Project, except the Lease and the assignment thereof to the Trustee, the pledge of the Project pursuant to the Indenture and Permitted Encumbrances.

(d) It has, to the best of its knowledge, duly authorized the execution and delivery of this Thirteenth Supplemental Lease and the Thirteenth Supplemental Indenture and the issuance, execution and delivery of the Series II, 2008 Bonds.

ARTICLE II

Section 2.1. **Granting of Leasehold**. Issuer by these presents hereby rents, leases and lets unto Tenant and Tenant hereby rents, leases and hires from Issuer, for the rentals and upon and subject to the terms and conditions hereinafter set forth, the Series II, 2008 Additions for the Thirteenth Supplemental Basic Term, subject to the restriction that no existing buildings, nor any new buildings constructed or placed upon the property, either temporarily or permanently, shall be used for housing the operation of any multi-game, casino-style gambling on the premises.

ARTICLE III

Section 3.1. **Series II, 2008 Supplemental Basic Rent**. In addition to the Basic Rent required by **Section 3.1** of the 1996 Lease, the First Supplemental Lease, the Second Supplemental Lease, the Third Supplemental Lease, the Fourth Supplemental Lease, the Fifth Supplemental Lease, the Sixth Supplemental Lease, the Seventh Supplemental Lease, the Eighth Supplemental Lease, the Ninth Supplemental Lease, the Tenth Supplemental Lease, the Eleventh Supplemental Lease, and the Twelfth Supplemental Lease, the Issuer reserves and Tenant covenants and agrees to pay to the Trustee, for the account of the Issuer and during the Thirteenth Supplemental Basic Term, for deposit in the Principal and Interest Payment Account,

on or before 10:00 a.m. on each Series II, 2008 Supplemental Basic Rent Payment Date, the Series II, 2008 Supplemental Basic Rent in immediately available funds.

Section 3.2. **Acquisition of Series II, 2008 Bonds**. In the event Tenant acquires any Outstanding Series II, 2008 Bonds, it may present the same to Issuer for cancellation, and upon such cancellation, Tenant's obligation to pay Series II, 2008 Supplemental Basic Rent shall be reduced accordingly, but in no event shall Tenant's obligation to pay Series II, 2008 Supplemental Basic Rent be reduced in such a manner that the Trustee shall not have on hand in the Principal and Interest Payment Account funds sufficient to pay the maturing principal of, redemption premium, if any, and interest on the Series II, 2008 Bonds as and when the same shall become due and payable in accordance with the provisions of the Thirteenth Supplemental Trust Indenture.

Section 3.3. **Series II, 2008 Supplemental Additional Rent**. In addition to the Additional Rent required by **Section 3.3** of the 1996 Lease, the First Supplemental Lease, the Second Supplemental Lease, the Third Supplemental Lease, the Fourth Supplemental Lease, the Fifth Supplemental Lease, the Sixth Supplemental Lease, the Seventh Supplemental Lease, the Eighth Supplemental Lease, the Ninth Supplemental, the Tenth Supplemental Lease, the Eleventh Supplemental Lease, and the Twelfth Supplemental Lease, within thirty (30) days after receipt of written notice thereof, Tenant shall pay any Series II, 2008 Supplemental Additional Rent required to be paid pursuant to this Thirteenth Supplemental Lease.

Section 3.4. **Prepayment of Series II, 2008 Supplemental Basic Rent**. Tenant may at any time prepay all or any part of the Series II, 2008 Supplemental Basic Rent.

Section 3.5. **Deposit of Series II, 2008 Supplemental Additional Rent by Trustee**. The Trustee shall deposit, use and apply all payments of Series II, 2008 Supplemental Additional Rent in accordance with the provisions of this Thirteenth Supplemental Lease and the Thirteenth Supplemental Indenture.

ARTICLE IV

Section 4.1. **Disposition of Original Proceeds**. The Original Proceeds of the Series II, 2008 Bonds shall be paid over to the Trustee for the account of Issuer. The Trustee shall, first, promptly pay from such Original Proceeds into the Principal and Interest Payment Account the full amount of any accrued interest and premium, if any, received upon such sale. The remainder of the proceeds of the Series II, 2008 Bonds shall be deposited by the Trustee in the Project Fund and shall be used and applied as provided in this Thirteenth Supplemental Lease and the Thirteenth Supplemental Indenture.

ARTICLE V

Section 5.1. **Acquisition of Series II, 2008 Additions**. The Tenant shall, prior to or concurrently with the issuance of the Series II, 2008 Bonds, convey or cause to be conveyed to the Issuer such of the Series II, 2008 Additions as are then completed, installed or in progress. The Tenant shall also concurrently with such conveyance make provisions for the discharge of any liens or encumbrances incurred by it in connection with the construction, installation or development of the Project.

ARTICLE VI

Section 6.1. <u>Ad Valorem Taxes</u>.

(a) The parties agree that under the existing provisions of K.S.A. 79-201a, as amended, it is their intention that the property constructed or purchased with the proceeds of the Series II, 2008 Bonds shall be entitled to exemption from ad valorem taxation for a period of ten (10) calendar years after the calendar year in which the Series II, 2008 Bonds are issued, provided proper application is made therefor. Issuer covenants that, so long as any of the Series II, 2008 Bonds are Outstanding and except as otherwise allowed herein, it will not voluntarily take any action intended to cause or induce the levy or assessment of ad valorem taxes on the Series II, 2008 Additions for an initial five (5) year period, and for an additional five (5) year period for a total of ten (10) years, if the additional five (5) year period is approved by the then current governing body of the Issuer. Should any such levy or assessment, other than one allowed herein, be threatened or occur during the exemption period, Issuer shall, at Tenant's request, meet and confer with Tenant in order to explore or discuss potential ways to prevent any such levy or assessment. Issuer further covenants that it will cooperate with the Tenant to make all necessary filings regarding the application for such ad valorem tax exemption on or before March 1 in the calendar year following the calendar year in which the Series II, 2008 Bonds were issued, and to renew said application from time to time to maintain such ad valorem tax exemption in full force and effect, in accordance with K.S.A. 79-210 *et seq.* and the regulations and procedures of the State Department of Revenue. Notwithstanding any of the foregoing provisions, if Tenant fails to demonstrate a good faith effort to achieve its Equal Opportunity/Affirmative Action goals or if Issuer elects not to approve the additional five year period of abatement, Issuer may revoke the tax abatement by either imposing payments in lieu of taxes (any of which Tenant hereby agrees to pay) or by declining to make the annual exemption filing with the County Appraiser's Office.

(b) The parties hereto acknowledge their understanding that under the existing provisions of K.S.A. 79-201a, as amended, the property constructed or purchased with the proceeds of the Bonds (including specifically the Project), shall be entitled to exemption from ad valorem taxation for the periods above-described without regard to whether such property is located in an environmental redevelopment project area created under K.S.A. 12-1771a. Notwithstanding the parties' understanding, nothing herein shall be deemed to limit the Issuer's authority to create any such areas pursuant to K.S.A. 12-1771a, nor the Issuer's authority to create redevelopment project areas pursuant to K.S.A. 12-1770 *et seq.*, generally.

ARTICLE VII

Section 7.1. <u>Use of Project</u>. Subject to the provisions of this Thirteenth Supplemental Lease, Tenant shall have the right to use the Project, including the Series II, 2008 Additions, for any and all purposes allowed by law and contemplated by the Constitution of the State and the Act. Tenant shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or

governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. Tenant shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Thirteenth Supplemental Lease. Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of Tenant to comply with the provisions of this Article.

ARTICLE VIII

Section 8.1. Option to Purchase Project. The Tenant shall have the right and option to purchase the Project or any portion thereof at any time during the term of the Lease, including any supplemental terms, in accordance with the provisions of **Article XVI** of the 1996 Lease, as amended by **Article VIII** of the Fifth Supplemental Lease.

ARTICLE IX

Section 9.1. Termination by Reason of Change of Circumstances. If, at any time during the Thirteenth Supplemental Basic Term, a Change of Circumstances occurs, then and in such event Tenant shall have the option to purchase the Project pursuant to **Article VIII** hereof or option to terminate this Thirteenth Supplemental Lease by giving Issuer notice of such termination within ninety (90) days after Tenant has actual knowledge of the event giving rise to such option; provided, however, that such termination shall not become effective unless and until none of the Bonds are Outstanding.

ARTICLE X

Section 10.1. Default. Occurrences constituting an Event of Default under this Thirteenth Supplemental Lease, and remedies, notices and grace periods on default and the rights and duties of the respective parties hereto in connection with default, shall be as set forth in the 1996 Lease.

ARTICLE XI

Section 11.1. Other Lease Provisions. Except as may be specifically set forth in this Thirteenth Supplemental Lease, all of the provisions of the 1996 Lease as previously amended and supplemented by the First Supplemental Lease, the Second Supplemental Lease, the Third Supplemental Lease, the Fourth Supplemental Lease, the Fifth Supplemental Lease, the Sixth Supplemental Lease, the Seventh Supplemental Lease, the Eighth Supplemental Lease, the Ninth Supplemental Lease, the Tenth Supplemental Lease, the Eleventh Supplemental Lease, and the Twelfth Supplemental Lease shall be in force and effect and shall be applicable to the Land and Improvements described in **Schedule I** hereto and to the Series II, 2008 Bonds and to this Thirteenth Supplemental Lease. As used in the 1996 Lease, the term "Bonds" shall mean and include the 1996 Bonds, the 1997 Bonds, the 1998 Bonds, the 1999 Bonds, the 2000 Bonds, the 2001 Bonds, the 2002 Bonds, the 2003 Bonds, the 2004 Bonds, the 2005 Bonds, the 2006 Bonds, the 2007 Bonds and any Additional Bonds issued pursuant to the Indenture.

Section 11.2. <u>Equal Employment Opportunity</u>. The Tenant covenants and agrees for itself, its principals, if any, successors and assigns that it shall not unlawfully discriminate against any person or group thereof upon the basis of race, color, religion, sex or national origin in its use or occupancy of the Project, and the Tenant further agrees that, without limitation, it shall be bound by, among others, the following duties and obligations in its use of occupancy of the Project:

(a) The Tenant will not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Tenant will take affirmative action to insure that the applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Tenant agrees to post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this nondiscrimination clause.

(b) The Tenant will, in all solicitation or advertisements for employees placed by or on behalf of the Tenant, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Tenant will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding a notice to be provided advising the labor union or worker's representative of the Tenant's commitments to Equal Employment Opportunity and nondiscriminatory treatment of persons or groups of persons as above defined, and Tenant shall post copies in conspicuous places available to employees and applicants for employment.

(d) The Tenant will comply with all provisions of the Civil Rights Act of 1964, as amended, 42 United States Code 2001, *et seq.*; Executive Order 11246, as well as the rules and regulations issued pursuant thereto; the Kansas Act against Discrimination, K.S.A. 44-1001, *et seq.*, as amended; and any ordinances of the City of Wichita presently existing or to be hereinafter enacted providing for Equal Employment Opportunity and Nondiscrimination for all persons.

(e) The Tenant will furnish all information and reports required by the federal, state and municipal laws last above mentioned, and by the rules, regulations and orders issued pursuant thereto, and will permit access to its books, records and accounts by Issuer for the purpose of investigation to ascertain compliance with such laws.

(f) In the event of noncompliance with any of the requirements of this Section or with any of the said rules, regulations or orders, the Tenant may be declared ineligible for further use of industrial revenue bonds issued by Issuer. Issuer shall in such case be also entitled to the use of such other sanctions as may be imposed or remedies provided by law, including equitable relief in the nature of injunction or other appropriate

remedies, provided that in no event shall breach or violation of any of the requirements of this section, or any of said rules, regulations or orders be deemed an Event of Default under this Lease. In the event Tenant is found to have breached or violated any of the requirements of this Section any costs or expenses incurred by Issuer in the course of enforcing the same shall be reimbursed by the Tenant upon demand therefor by the Issuer by making payment for the same directly to the Issuer.

Section 11.3. Ratification and Confirmation of 1996 Lease. Except as may be specifically amended, supplemented or modified by the terms of this Thirteenth Supplemental Lease, the 1996 Lease, the First Supplemental Lease, the Second Supplemental Lease, the Third Supplemental Lease, the Fourth Supplemental Lease, the Fifth Supplemental Lease, the Sixth Supplemental Lease, the Seventh Supplemental Lease, the Eighth Supplemental Lease, the Ninth Supplemental Lease, the Tenth Supplemental Lease, the Eleventh Supplemental Lease, and the Twelfth Supplemental Lease are hereby ratified and confirmed by the parties.

Section 11.4. Legal Right of Setoff. Notwithstanding anything herein to the contrary, at any time during the term of the Lease (as supplemented from time to time), Tenant shall have, and the intent of the parties has always been that Tenant shall have, the absolute right to setoff against payments due to Issuer pursuant to the Lease corresponding to payments of principal and interest on the Bonds any unpaid obligations of Issuer owed to the Holder or holders of the Bonds for such payments of principal and interest under the terms of the Indenture.

Section 11.5. No Merger. Notwithstanding anything herein to the contrary, it is the intent of the parties that the obligation of the Tenant to pay Basic Rent and Additional Rent under the Lease shall not merge or be extinguished because the Tenant is the Owner of the Bonds.

Section 11.6. Ongoing, Special Conditions. The Tenant acknowledges that the consideration to the Issuer for entering into this Lease and related documents, and for issuing the Series II, 2008 Bonds, includes, in addition to performance of the requirements and obligations hereinabove set forth, the Tenant's performance of certain ongoing requirements of the Issuer, as follows:

(a) The Tenant agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, national original or ancestry, religion, sex, age, disability or marital status in its operations or services, and its use or occupancy of the Project. The Tenant agrees to comply with all application provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000 *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws amendments or regulations promulgated thereunder, including any ordinance of the Issuer presently existing or hereinafter enacted, which pertains to civil rights and equal employment opportunity.

(b) The Tenant agrees that, during the Term of this Lease, it will continuously maintain the average wage paid to employees at a level (i) equal to or greater than the

average wage paid by the businesses in the Wichita Metropolitan Statistical Area with it's NAICS classification; or (ii) alternatively, greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Section 336.

(c) The Tenant agrees that, during the Term of this Lease, it will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the Issuer, and the Tenant will annually file an Equal Employment Opportunity/Affirmative Action Plan with the Issuer.

(d) The Tenant agrees that, during the term of this Lease, in addition to performing the Tenant's obligations to pay Impositions relating to the Project or its interest therein pursuant to Article VI hereof, the Tenant will (subject to any lawful right to contest the same) timely pay all other ad valorem property taxes levied against the Tenant's real or personal property in Sedgwick County, Kansas.

(e) The Tenant agrees that it will complete its capital investment of $1,400,000 in the Project, prior to submission of the Certificate of Completion required by Section 5.4 of the Lease.

(f) The Tenant agrees that, during the term of this Lease, it will comply with all applicable governmental laws, rules and regulations.

(g) The Tenant agrees that, during the term of this Lease, it will cooperate with any reasonable and lawful annual compliance audit procedure(s) the Issuer may adopt to monitor compliance with conditions, including any annual reports required of the Tenant and any inspection of the Tenant's premises or interviews with the Tenant's staff.

(h) The Tenant represents and agrees to abide by the terms and conditions of the Letter of Intent dated November 16, 2007, from the Issuer to Mr. Donald R. Pufahl on behalf of the Tenant.

The Tenant acknowledges that in the event of the Tenant's noncompliance with any of its obligations or agreements in this Section, the Issuer will not have received the social and economic development benefits expected in connection with its entry into this Lease and related documents and its issuance of the Series II, 2008 Bonds, and the resulting loss to the Issuer will be difficult to measure. In such event, the Tenant shall be required to pay to the Issuer, as liquidated damages, an amount equal to the amount of ad valorem property taxes which the Tenant would have been required to pay for but for the provisions of Section 6.01 of this Lease, which payment shall be treated and administered by the Issuer as a payment in lieu of taxes, and to pay to the Kansas Department of Revenue the amount of additional Kansas sales and use tax which Tenant would have been required to bear on personal property and services obtained for the Project, if such property and services had been obtained with funds of the Tenant rather than with proceeds of the Series II, 2008 Bonds. No delay or omission by the Issuer to enforce its right to the payment of liquidated damages as provided herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right. The parties agree that any

breach by the Tenant of obligations and agreements arising solely under this Section shall not constitute an Event of Default under this Lease.

Section 11.7. Invalidity of Provisions of Lease. If, for any reason, any provision of this Thirteenth Supplemental Lease shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 11.8. Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 11.9. Section Headings. The Section headings hereof are for the convenience of reference only and shall not be treated as a part of this Thirteenth Supplemental Lease or as affecting the true meaning of the provisions hereof. The reference to Section numbers herein or in the Indenture shall be deemed to refer to the numbers preceding each section.

Section 11.10. Execution of Counterparts. This Thirteenth Supplemental Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Issuer has caused this Thirteenth Supplemental Lease to be signed by an authorized official, such signature to be attested by an authorized officer and its official seal to be applied, as of the date first above written.

CITY OF WICHITA, KANSAS,
as Issuer

By: _____
Carl Brewer
Mayor

[SEAL]

ATTEST:

By: _____
Karen Sublett
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of June, 2008, before me, the undersigned, a Notary Public in and for said County and State, came Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

_____
Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the Tenant has caused this Thirteenth Supplemental Lease to be signed by an authorized official, such signature to be attested by an authorized officer, as of the date first above written.

LEARJET INC.

By: _____
Donald R. Pufahl
Director of Finance & Treasurer

ATTEST:

By: _____
Anne G. Beaurivage
General Counsel & Secretary

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of June, 2008, before me, the undersigned, a Notary Public in and for said City and State, came Donald R. Pufahl, Director of Finance & Treasurer and Anne G. Beaurivage, General Counsel & Secretary of Learjet Inc., a Delaware corporation, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
Notary Public

My Commission Expires:

APPENDIX A

Form of Certificate for Payment of Project Costs

CITY OF WICHITA, KANSAS
PROJECT FUND
(LEARJET INC.)
PAYMENT ORDER No. _

The Bank of New York Trust Company, N.A.
911 Washington Avenue
St. Louis, Missouri 63101

Dear Sir:

You are hereby authorized and directed by the undersigned, the Authorized Tenant Representative, acting on behalf of Learjet Inc. (the "Tenant") to disburse funds held by you as Trustee in the above mentioned Project Fund for the purposes and in the amounts set forth in the Payment Schedules attached hereto and incorporated herein by reference (the "Payment Schedules").

I hereby certify that the amounts requested in the attached Payment Schedules have either been advanced by the Tenant or are justly due to contractors, subcontractors, suppliers, vendors, materialmen, engineers, architects or other persons named in the Payment Schedules who have performed necessary and appropriate work in connection with the design of or the installation of machinery, equipment or personal property, or have furnished necessary and appropriate materials in the construction or acquisition of land, buildings and improvements constituting a part of the Project. I further certify that the fair value of such work or materials, machinery and equipment is not exceeded by the amount requested.

I further certify that, except for the amounts set forth in the Payment Schedules, there is no outstanding indebtedness which is now due and payable for labor, wages, materials, supplies or services in connection with the construction of said buildings and improvements or the purchase and/or installation of machinery, equipment and personal property which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Project or any part thereof.

I further certify that no part of the amounts set forth in the Payment Schedules have been the basis for any previous withdrawal of any moneys from the said Project Fund.

I further certify that each of the representations and covenants on the part of the Tenant contained in the Lease dated as of December 1, 1996, as supplemented and amended, by and between the City of Wichita, Kansas, as Issuer and the Tenant were, on the date of said Lease, and on the date hereof, true and correct in all respects and are being complied with in every respect.

I further certify that the amounts set forth in the Payment Schedules constitute Project Costs.

EXECUTED at Wichita, Kansas, this ____ day of June, 2008.

_____
Authorized Tenant Representative

EXHIBIT 1 - Payment Order No. 1

PAYMENT SCHEDULE

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

Payee Name	Pay Address	Purpose of Payment	Amount

TOTAL

_____
Initials

4821-7525-6834.1

EXHIBIT 2 - Payment Order No.

PAYMENT SCHEDULE
FOR MACHINERY AND EQUIPMENT

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

Payee Name	Pay Address	Purpose of Payment	Amount

TOTAL

_____
Initials

4821-7525-6834.1

SCHEDULE I

SCHEDULE I TO THE THIRTEENTH SUPPLEMENTAL TRUST INDENTURE BY AND BETWEEN THE CITY OF WICHITA, KANSAS, AND THE BANK OF NEW YORK TRUST COMPANY, N.A., ST. LOUIS, MISSOURI, AS TRUSTEE, DATED AS OF JUNE 1, 2008 AND TO THE THIRTEENTH SUPPLEMENTAL LEASE DATED AS OF JUNE 1, 2008 BY AND BETWEEN SAID CITY AND LEARJET INC.

PROPERTY SUBJECT TO LEASE

(a) The Issuer's easements and licenses related to the following described real property located in Sedgwick County, Kansas, to wit:

[See "Exhibit A" to Schedule I for legal descriptions]

(b) All buildings, improvements, machinery, equipment and tooling purchased with the proceeds of the Series II, 2008 Bonds and located on any of the above-described real property, constituting the "Series II, 2008 Additions" referred to in said Thirteenth Supplemental Lease and Thirteenth Supplemental Indenture, and more specifically described as follows:

[See "Exhibit B" to Schedule I for specific description]

The property interests described in paragraphs (a) and (b) of this Schedule I constitute the "Series II, 2008 Additions" as referred to in said Thirteenth Supplemental Lease and said Thirteenth Supplemental Indenture.

EXHIBIT A TO SCHEDULE I

LEARJET PROPERTY:

An easement over the following:

Parcel No. 1:

Lot 1, Block A, Santa Fe Midland Industries Addition to Wichita, Sedgwick County, Kansas.

Parcel No. 2:

Lot 1, Block A, Santa Fe Midland Industries 2nd Addition to Wichita, Sedgwick County, Kansas.

Parcel No. 3:

Lot 1 and the west 50 feet of Lot 2, Block A, Santa Fe Midland Industries Third Addition, Wichita, Sedgwick County, Kansas.

Parcel No. 4:

Lot 1, and Reserve A, in Block A, in Gates Learjet Addition to Wichita, Sedgwick County, Kansas.

EXCEPT that portion of Lot 1 described as: Beginning at the western-most Northwest corner of Lot 1, being 680.70 feet north and 50 feet east of the Southwest corner of the Southwest Quarter of Section 28, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence south along the West line of said Lot 1, 120 feet; thence east parallel with the South line of said Lot 1, 846.50 feet; thence north parallel with the West line of said Lot 1, 533.53 feet, more or less, to the point of intersection with the North line of said Lot 1; thence southwesterly along the North line of said Lot 1, 236.35 feet to a corner of said Lot 1; thence south along a lot line of said Lot 1, 388.03 feet to a corner of said Lot 1; thence west 611.50 feet to the point of beginning.

ASSOCIATED GROCERS' PROPERTY:

An easement over the following:

TRACT II

Lot 2, except the West 50 feet, Block A, Santa Fe Midland Industries Third Addition, except all minerals underlying the surface of said land and all right and easements in favor of the estate of said minerals.

TRACT III

Part of the Southwest Quarter of Section 28, Township 27 South, Range 1 West of the 6th P.M., described as follows:

Beginning at a point in the South line of Irving Avenue at the intersection with the East line of said Southwest Quarter of Section 28; thence West on the South line of Irving Avenue, a distance of 270.28 feet to the East line of Santa Fe Midland Industries Third Addition; thence South along said East line of said Addition, 610.95 feet to the North line of the A.T. & S.F. Railroad right-of-way; thence Northeasterly along the Northerly line of said right-of way to the East line of said Southwest Quarter of Section 28,; thence North along said East line 584.24 feet more or less to the point of beginning, except all minerals underlying the surface of said land and all rights and easements in favor of the estate of said minerals.

AIRPORT AUTHORITY PROPERTY:

An easement over the following:

The real estate located in Sedgwick County, Kansas, and more particularly described as follows:

Beginning at a point 785.5 feet east and 100 feet south of the N.W. corner of Sec. 33, T275, R1W. Thence east parallel to the north line of Section 33 a distance of 1,000 feet, thence at an angle to the right of 90° a distance of 750 feet, thence at an angle to the right of 90° a distance of 1,000 feet, thence at an angle to the right of 90° a distance of 750 feet to the point of beginning. Containing 17.22 Acres, more or less.

Beginning at a point located on the East edge of Taxiway J, 1857.50 feet East and 525.00 feet South of the N.W. corner of Sec. 33, T27S, R1W, thence bearing N87°41’06”E a distance of 308.51 feet, thence bearing N01°33’42”W a distance of 470.98 feet; thence bearing S88°26’18”W a distance of 308.55 feet to the East edge of Taxiway J; thence bearing S02°18’54”E a distance of 475.00 feet to the point of beginning. Containing 144,464.69 square feet more or less.

Beginning at a point located on the East edge of Taxiway J, 1857.50 feet East and 525.00 feet South of he N.W. corner of Sec. 33, T27S, R1 W, thence East at angle to the left of 90° a distance of 225.00 feet, thence at an angle to the right of 90° a distance of 275.00 feet; thence at an angle to the right of 90° a distance of 225.00 feet to the East edge of Taxiway J; thence at an angle to the right of 90° a distance of 275.00 feet to the point of beginning. Containing 61,875 square feet, more or less.

CARRIAGE, L.L.C. PROPERTY:

A License Agreement by and among the City, the Tenant and Carriage, L.L.C., a Kansas limited liability company, whereby the City is granted a license to enter upon certain real

property with a street address of 610 North Tyler Road, Wichita, Kansas, for the purpose of inspecting and/or removing the Improvements described on Exhibit B attached hereto.

Agenda Item No. 6.

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council

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

INITIATED BY: Office of Urban Development

AGENDA: New Business

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

Background: On September 10, 1996, the City Council approved a Letter of Intent for Industrial Revenue Bonds for Bombardier Learjet to finance expansion and modernization of its aircraft manufacturing plant. City Council authorized issuance of Industrial Revenue Bonds to Bombardier Learjet totaling approximately $86.1 million in IRBs between 1996 and 2006.

On November 6, 2007, the City Council approved the issuance of a new Letter of Intent in the amount not-to-exceed $79,188,000. Council also approved a ten-year 100% ad valorem property tax exemption on all taxable bond-financed property. On December 11, City Council approved issuance of approximately $3,800,000 to finance capital 2007 capital improvements.

Learjet is now requesting issuance of IRBs in an amount not to exceed $1,400,000 under the 2007 Letter of Intent.

Analysis: Learjet, Inc. is a wholly owned subsidiary of Bombardier Inc., a Canadian corporation headquartered in Montreal, Quebec, Canada. Bombardier is engaged in the design, development, manufacturing and marketing of transportation equipment, aerospace and defense products. Learjet is a member of the Bombardier Aerospace Group. Learjet is engaged in the manufacture and marketing of four models of business jets and continues to expand and grow in Wichita to meet demand. Learjet's principal manufacturing facilities, corporate offices and marketing offices are located at One Learjet Way. The Bombardier Flight Test Center is also located in Wichita.

Proceeds from the bonds will be used to upgrade and equip existing manufacturing and flight testing facilities to support continued growth and productivity. Project funds will be utilized as follows:

Building Improvements	$ 206,179
Machinery and Equipment	273,670
Computer Equipment	717,554
Total	$1,197,403

Learjet plans to begin issuing bonds on a biannual schedule. This issue will cover capital investment for the first half of 2008 with a second issue to follow encompassing investment through the end of 2008.

The law firm of Kutak Rock, LLP serves as bond counsel in the transaction. Learjet Inc. will purchase the bonds. Bombardier Learjet has complied with the Standard Conditions contained in the City's IRB Policy.

Financial Considerations: Bombardier Learjet agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds. City Council has approved a 100% tax abatement of ad valorem property taxes on taxable improvements under the Letter of Intent. The proposed issue does not contain property that would be classified as taxable at this time; however exemption would apply to any property that may be added or changed and deemed taxable. Bond-financed purchases will be exempt from state and local sales tax.

Goal Impact: Economic Vitality and Affordable Living. Providing low-cost financing, ad valorem property tax exemption and sales tax exemption encourages businesses to create job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: Bond documents have been prepared by bond counsel. The City Attorney's office has reviewed and approved bond documents as to form.

Recommendations/Actions: It is recommended that the City Council close the public hearing, place Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not-to-exceed $1,400,000 on First Reading and authorize necessary signatures.

Attachments: Bond Ordinance, Thirteenth Supplemental Lease, Thirteenth Supplemental Indenture, Assignment of Thirteenth Supplemental Lease

FIRST SUPPLEMENTAL TRUST INDENTURE

DATED AS OF JULY 1, 2008

BY AND BETWEEN THE

CITY OF WICHITA, KANSAS

AND

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
AS TRUSTEE

$2,500,000
INDUSTRIAL REVENUE BONDS
SERIES X, 2006
(LEE REAL ESTATE, LLC)

(TAXABLE UNDER FEDERAL LAW)

OF THE
CITY OF WICHITA, KANSAS

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE (the "First Supplemental Indenture") is made as of this first day of July, 2008, by and between the **CITY OF WICHITA, KANSAS** (the "Issuer"), and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, as trustee (the "Trustee")

W I T N E S S E T H:

WHEREAS, the Issuer is authorized and empowered pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, construct, install and equip certain facilities (as defined in the Act) for the stated statutory purposes, to enter into lease and lease-purchase agreements with any person, firm or corporation for said projects, and to issue revenue bonds for the purpose of paying the cost of such facilities; and

WHEREAS, the Issuer has previously issued its $2,500,000 Industrial Revenue Bonds, Series X, 2006 (Lee Real Estate, LLC) (Taxable Under Federal Law) (the "Bonds"), pursuant to a Trust Indenture dated as of December 1, 2006 (the "Original Indenture"), by and between the Issuer and the Trustee, for the purpose of financing the acquisition of a manufacturing facility located within the City of Wichita, Kansas (the "Project", as more fully described in the Original Indenture), and leased the Project to Lee Real Estate, LLC, a Kansas limited liability company (the "Tenant"), pursuant to a Lease Agreement dated as of December 1, 2006 (the "Lease"), by and between the Issuer and the Tenant;

WHEREAS, the Issuer has received a request from the Tenant that an amendment to the Original Indenture be approved in connection with the modification of the interest rate on the Bonds as agreed by the Owners of the Bonds, and that the Issuer enter into this First Supplemental Indenture to the Original Indenture to implement the said requested amendment; and

WHEREAS, pursuant to **Article XI** of the Original Indenture, any such amendment of the Original Indenture requires the consent of the Bondowners and the Tenant; and

WHEREAS, the Bondowners and the Tenant have consented to the requested amendment; and

WHEREAS, pursuant to Ordinance No. ____, the Issuer has approved the requested amendment; and

WHEREAS, the Original Indenture and the First Supplemental Indenture are referred to collectively herein as the "Indenture;"

NOW THEREFORE, THIS FIRST SUPPLEMENTAL TRUST INDENTURE WITNESSETH, that the Issuer and the Trustee do hereby agree that the Original Indenture and First Supplemental Indenture shall be amended and supplemented as described herein.

Section 1. Amendment to Appendix A of the Original Indenture. Appendix A of the Original Indenture is deleted in its entirety and replaced by the attached **Appendix A**.

Section 2. Amendments to Original Indenture. All references in the Original Indenture to Initial Rate, Initial Rate Period, Rate Reset Date, Rate Reset Period and Reset Rate are hereby deleted in their entirety.

Section 3. Amendment to Article II. Section 2.08(b) of **Article II** of the Original Indenture is hereby deleted in its entirety and replaced with the following:

> "(b) Interest on the Bonds shall be payable to the Owners in accordance with the provisions of Article II of this Indenture. The Trustee shall provide written notice to the Tenant not less than five (5) Business Days after the first (1st) Business Day of each month, commencing July 1, 2008, of the Interest Rate in effect for the next Payment Date and of the principal and interest payments due on the ensuing Payment Date."

Section 4. Amendment to Appendix B of the Original Indenture. The definition of Interest Rate is deleted in its entirety and replaced by the following:

> "“*Interest Rate*” means a rate per annum (computed on the basis of a 360 day year of 12 30-day months) equal to (a) with respect to the 2006 Bonds, 6.94% from the Dated Date of the 2006 Bonds to June 30, 2008, and from and after July 1, 2008 the Prime Rate as published in the Money Rates column of the Wall Street Journal on the first (1st) Business Day of each month, commencing on July 1, 2008, minus fifty (50) basis points and (b) with respect to any Additional Bonds, any Interest Rate set forth in the supplemental indenture authorizing the issuance of such Additional Bonds."

Section 5. No Other Amendments. Except as specifically amended hereby, all other terms and provisions of the Original Indenture shall remain in full force and effect and are hereby incorporated by reference.

Section 6. Execution in Counterparts. This First Supplemental Trust Indenture may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[*Remainder of page intentionally left blank.*]

THIS FIRST SUPPLEMENTAL TRUST INDENTURE is hereby executed as of the date first hereinabove written.

CITY OF WICHITA, KANSAS

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

THIS FIRST SUPPLEMENTAL TRUST INDENTURE is hereby executed as of the date first hereinabove written.

THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A.

By: _____
Cheryl A. Rain
Assistant Vice President

(SEAL)

ATTEST:

By: _____

APPENDIX A

FORM OF BONDS

FACE OF THE BOND

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION OF THIS BOND SHALL BE MADE UNLESS THE CONDITIONS SPECIFIED IN SECTION 2.06(a) OF THE INDENTURE HAVE BEEN FULFILLED, WHICH CONDITIONS GENERALLY REQUIRE THAT: (1) THERE SHALL HAVE BEEN DELIVERED TO THE TENANT AND THE TRUSTEE PRIOR TO THE TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION, AN OPINION OF NATIONALLY RECOGNIZED BOND OR SECURITIES COUNSEL, SATISFACTORY TO THE TENANT, THE ISSUER AND THE TRUSTEE, TO THE EFFECT THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED; OR (2) THERE SHALL BE A REGISTRATION STATEMENT IN EFFECT UNDER THE SECURITIES ACT OF 1933 AND UNDER ANY APPLICABLE STATE SECURITIES LAWS REQUIRING A STATE-LEVEL REGISTRATION STATEMENT WITH RESPECT TO THE TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AND, IN THE CASE OF BOTH (1) AND (2), THE TRUSTEE SHALL HAVE BEEN FURNISHED PROOF SATISFACTORY TO IT OF COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER. THE TRUSTEE, AS BOND REGISTRAR, SHALL NOT TRANSFER THIS BOND EXCEPT IN ACCORDANCE WITH THIS LEGEND AND THE CORRELATIVE PROVISIONS OF THE INDENTURE.

No. R-2 Not to exceed $2,500,000

UNITED STATES OF AMERICA
STATE OF KANSAS
CITY OF WICHITA, KANSAS

INDUSTRIAL REVENUE BOND
SERIES X, 2006
(LEE REAL ESTATE, LLC)
(TAXABLE UNDER FEDERAL LAW)

Rate of Interest	Maturity Date	Dated Date
Variable as described herein	December 1, 2021	December 21, 2006

Registered Owner:

Principal Amount: Not to exceed Two Million Five Hundred Thousand Dollars and 00/100 as evidenced on Schedule A to this Bonds

The City of Wichita, Kansas, a body politic and corporate incorporated as a city of the first class of the State of Kansas (the "Issuer"), for value received, promises to pay, but solely from the sources hereinafter referred to, to the Registered Owner identified above, or registered assigns, upon the presentation and surrender of this certificate, the installments of the Principal Amount identified above in the amounts and on the Principal Payment Dates as shown on the amortization schedule which is a part of this Bond, unless called for redemption prior to said

Maturity Date, and to pay interest thereon at the Interest Rate from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable as shown on the amortization schedule which is a part of this Bond (the "Interest Payment Dates"), until said Principal Amount has been paid.

In addition to terms defined in this Bond, the following terms used in this Bond shall have the meanings described below:

> "*Interest Rate*" means a rate per annum (computed on the basis of a 360 day year of 12 30-day months) equal to (a) with respect to the 2006 Bonds, 6.94% from the Dated Date of the 2006 Bonds to June 30, 2008, and from and after July 1, 2008 the Prime Rate as published in the Money Rates column of the Wall Street Journal on the first (1st) Business Day of each month, commencing on July 1, 2008, minus fifty (50) basis points and (b) with respect to any Additional Bonds, any Interest Rate set forth in the supplemental indenture authorizing the issuance of such Additional Bonds.

The principal payable on this Bond on any Principal Payment Date, interest payment on any Interest Payment Date and redemption price payable on any redemption date shall be paid to the Registered Owner at such Registered Owner's address as it appears on the bond registration books of the Issuer kept by The Bank of New York Mellon Trust Company, N.A., in the City of Wichita, Kansas (the "Paying Agent" and "Trustee") under the within mentioned Indenture, or at such other address as is furnished in writing by such Owner to the Paying Agent by the close of business on the fifteenth day of the month preceding the applicable Principal Payment Date or Interest Payment Date (the "Record Date"), by check, draft or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or by electronic transfer as described herein. Payments by electronic transfer to such Registered Owner shall only be made upon written notice given to the Paying Agent by such Registered Owner, not less than five days prior to the Record Date for such principal or interest, containing the electronic wire instructions including the bank (which shall be in the continental United States), its address, its ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. In lieu of payments of the principal of and interest on this Bond being made by the Trustee, the Tenant may make such payments directly to the Registered Owner of this Bond in accordance with the procedures set forth in the Indenture.

This Bond certificate evidences ownership of a part of a duly authorized series of Bonds of the Issuer designated "City of Wichita, Kansas, Industrial Revenue Bonds, Series X, 2006 (Lee Real Estate, LLC)," in the aggregate principal amount of $2,500,000 (the "2006 Bonds"), issued for the purpose of providing funds to pay the costs of acquiring a certain manufacturing facility (the "Project"), to be leased by the Issuer to Lee Real Estate, LLC, a Kansas limited liability company (the "Tenant"), under the terms of a Lease dated as of December 1, 2006, between the Issuer and the Tenant (said Lease, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), all pursuant to the authority of and in conformity with the provisions, restrictions and limitations of the constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1740 *et seq.*, as amended, and pursuant to proceedings duly had by the governing body of the Issuer.

The 2006 Bonds are issued under and are equally and ratably secured and entitled to the protection of the Trust Indenture, dated as of December 1, 2006 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the Issuer and the Trustee. Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue Additional Bonds (as defined therein) secured by the Indenture ratably and on a parity with the 2006 Bonds (the 2006 Bonds together with such Additional Bonds being herein referred to collectively as the "Bonds"). Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Bondowners, and the terms upon which the Bonds are issued and secured.

REDEMPTION OF BONDS

Extraordinary Optional Redemption. In the event of a Change of Circumstances (as defined in the Indenture), the Bonds shall be subject to redemption and payment prior to the stated maturity thereof at the option of the Issuer, upon instructions from the Tenant, on any date, at the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

Optional Redemption. The 2006 Bonds are subject to redemption and payment prior to maturity at the option of the Issuer, upon instructions from the Tenant, at anytime, as a whole at any time, or in part on any Principal Payment Date or Interest Payment Date, at the redemption price of the par value of the principal amount thereof, without premium.

Sinking Fund Redemption. Each of the 2006 Bonds are subject to mandatory redemption and payment from the sinking fund hereinafter described on February 1, 2007, and on the first day of each month thereafter pursuant to the redemption schedule set forth on Schedule A to this Bond, at the par value of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment, without premium.

The rent payments specified in the Lease which are to be deposited in the Principal and Interest Payment Account created by the Indenture commencing on February 1, 2007, as sinking fund deposits shall be sufficient to redeem (after credits to provide in the Indenture) and the Issuer has agreed to redeem the principal amounts of 2006 Bonds set forth on Schedule A to this Bond.

When any Bonds are called for optional redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the Owner of each Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing as aforesaid, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds. If less than all of the Outstanding Bond of this series are called for redemption, Bonds shall be redeemed in inverse order of maturity, Bonds of less than a full maturity to be selected by the Trustee in such equitable manner as it may determine. All Bonds so called for redemption will cease to bear interest on the specified

redemption date and shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture.

The 2006 Bonds and the interest thereon are limited obligations of the Issuer payable exclusively out of the Trust Estate under the Indenture, including but not limited to the rents, revenues and receipts under the Lease, and are secured by a pledge of the Project (including any Project Additions) as described in the Lease and a pledge and assignment of the Trust Estate, including all rentals and other amount to be received by the Issuer under and pursuant to the Lease, all as provided in the Indenture. The Bonds and the interest thereon do not constitute a debt or general obligation of the Issuer, the State of Kansas or any municipal corporation thereof, and are not payable in any manner by taxation. The Bonds shall not constitute an indebtedness within the meaning of constitutional or statutory debt limitations or restrictions. Pursuant to the provisions of the Lease, Basic Rent is to be paid by the Tenant directly to the Trustee for the account of the Issuer and deposited in a special trust account created by the Issuer and designated "City of Wichita, Kansas, Principal and Interest Payment Account for Industrial Revenue Bonds (Lee Real Estate, LLC)." The full and prompt payment of the principal of, redemption premium, if any, and interest on the Bonds is unconditionally guaranteed by the Tenant and by James E. Lee and Summer C. Lee, to the Trustee and the Owners of the Bonds from time to time, under the terms of separate Guaranty Agreements dated as of December 1, 2006.

No Registered Owner of Bonds shall have the right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable prior to the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and under the circumstances permitted by the Indenture.

This Bond certificate is transferable, as provided in the Indenture, only upon the registration books of the Issuer kept for that purpose at the above mentioned office of the Bond Registrar and Paying Agent by the Registered Owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or such Registered Owner's duly authorized attorney, and thereupon a new Bond certificate in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Tenant has agreed to pay as Additional Rent under the Lease all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) the reasonable fees and expenses in connection with the replacement of certificates mutilated, stolen, lost or destroyed or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond certificate is registered as the absolute Registered Owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that to the best of the Issuer's knowledge and belief, all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, Issuer has caused this Bond certificate to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused the Bonds to be dated the Dated Date shown herein.

CITY OF WICHITA, KANSAS,

By_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond certificate evidences ownership of the City of Wichita, Kansas, Industrial Revenue Bonds, Series X, 2006 (Lee Real Estate, LLC), as described herein and in the within-mentioned Trust Indenture. The date of authentication of this Bond is December 21, 2006.

THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A.
St. Louis, Missouri
as Trustee

By_____
Cheryl A. Rain, Assistant Vice President

(FORM OF ASSIGNMENT)

For value received, the undersigned hereby sells, assigns and transfer unto

_____

Print or Type Name and Address of Transferee

the Bonds represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Bond on the books kept by the Bond Registrar and Paying Agent for the registration and transfer of Bonds.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

[Seal of Bank]

_____

(Name of Eligible Guarantor Institution)

By: _____

Title: _____

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15)

I, the undersigned City Clerk of the City of Wichita, Kansas, hereby certify that the following is a true and correct copy of the complete final legal opinion of Kutak Rock LLP, Bond Counsel, on the bond and the series of which said bond is a part, except that it omits the date of such opinion, that said legal opinion was manually executed and was dated and issued as of the date of delivery of and payment for such Bonds, and is on file with The Bank of New York Mellon Trust Company, N.A., Wichita, Kansas.

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE AMENDMENT OF THE TRUST INDENTURE, TO MODIFY THE INTEREST RATE, RELATING TO $2,500,000 INDUSTRIAL REVENUE BONDS, SERIES X, 2006 (LEE REAL ESTATE, LLC) (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas (the "Issuer"), is authorized and empowered pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, construct, install and equip certain facilities (as defined in the Act) for the stated statutory purposes, to enter into lease and lease-purchase agreements with any person, firm or corporation for said projects, and to issue revenue bonds for the purpose of paying the cost of such facilities; and

WHEREAS, the Issuer previously issued its Industrial Revenue Bonds, Series X, 2006 (Lee Real Estate, LLC) (Taxable Under Federal Law) (the "Bonds"), in the original principal amount of $2,500,000 pursuant to a Trust Indenture dated as of December 1, 2006 (the "Original Indenture"), by and between the Issuer and The Bank of New York Trust Company, N.A., succeeded in interest on July 1, 2008, by The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), for the purpose of acquiring a manufacturing facility (the "Project", as more fully described in the Original Indenture) located within the City of Wichita, Kansas, and leased the Project to Lee Real Estate, LLC, a Kansas limited liability company (the "Tenant"), pursuant to a Lease Agreement dated as of December 1, 2006 (the "Lease"), by and between the Issuer and the Tenant; and

WHEREAS, the Issuer has received a request from the Tenant that an amendment to the Original Indenture be approved in connection with the modification of the interest rate on the Bonds as agreed by the Owners of the Bonds, and that the Issuer enter into a First Supplemental Trust Indenture (the "First Supplemental Indenture") to the Original Indenture to implement the said amendment; and

WHEREAS, pursuant to **Article XI** of the Original Indenture, any such amendment of the Original Indenture requires the consent of the Bondowners and the Tenant; and

WHEREAS, the Bondowners and the Tenant have or will consent to the requested amendment; and

WHEREAS, the Governing Body of the Issuer deems it advisable to approve an amendment of the Original Indenture to modify the interest rate on the Bonds and to enter into the First Supplemental Indenture;

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

Section 1. Approval and Execution of Documents. The Governing Body of the Issuer hereby deems it desirable and hereby approves and authorizes the proposed amendment of the Original Indenture to modify the interest rate on the Bonds, contingent upon receipt of all

necessary approvals and consents and the compliance with all requirements of the Original Indenture and other Bond documents, and the Mayor is hereby authorized and directed to execute and deliver the First Supplemental Indenture and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance (copies of said documents shall be filed in the records of the Issuer) for and on behalf of and as the act and deed of the Issuer. The City Clerk or any Deputy City Clerk is hereby authorized and directed to attest to and affix the Issuer's official seal to the First Supplemental Indenture and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 2. Further Authority. The officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Effective Date. This Ordinance shall take effect and be in full force and effect from and after its passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

[*Remainder of page intentionally left blank.*]

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on June 24, 2008.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, City Attorney

4821-1155-5586.3

FIRST SUPPLEMENTAL TRUST INDENTURE

DATED AS OF JULY 1, 2008

BY AND BETWEEN THE

CITY OF WICHITA, KANSAS

AND

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
AS TRUSTEE

$3,300,000
INDUSTRIAL REVENUE BONDS
SERIES V, 2007
(LEE REAL ESTATE, LLC)

(TAXABLE UNDER FEDERAL LAW)

OF THE
CITY OF WICHITA, KANSAS

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE (the "First Supplemental Indenture") is made as of this first day of July, 2008, by and between the **CITY OF WICHITA, KANSAS** (the "Issuer"), and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, as trustee (the "Trustee")

W I T N E S S E T H:

WHEREAS, the Issuer is authorized and empowered pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, construct, install and equip certain facilities (as defined in the Act) for the stated statutory purposes, to enter into lease and lease-purchase agreements with any person, firm or corporation for said projects, and to issue revenue bonds for the purpose of paying the cost of such facilities; and

WHEREAS, the Issuer has previously issued its $3,300,000 Industrial Revenue Bonds, Series V, 2007 (Lee Real Estate, LLC) (Taxable Under Federal Law) (the "Bonds"), pursuant to a Trust Indenture dated as of November 1, 2007 (the "Original Indenture"), by and between the Issuer and the Trustee, for the purpose of financing the acquisition of a manufacturing facility located within the City of Wichita, Kansas (the "Project", as more fully described in the Original Indenture), and leased the Project to Lee Real Estate, LLC, a Kansas limited liability company (the "Tenant"), pursuant to a Lease Agreement dated as of November 1, 2007 (the "Lease"), by and between the Issuer and the Tenant;

WHEREAS, the Issuer has received a request from the Tenant that an amendment to the Original Indenture be approved in connection with the modification of the interest rate on the Bonds as agreed by the Owners of the Bonds, and that the Issuer enter into this First Supplemental Indenture to the Original Indenture to implement the said requested amendment; and

WHEREAS, pursuant to **Article XI** of the Original Indenture, any such amendment of the Original Indenture requires the consent of the Bondowners and the Tenant; and

WHEREAS, the Bondowners and the Tenant have consented to the requested amendment; and

WHEREAS, pursuant to Ordinance No. ____, the Issuer has approved the requested amendment; and

WHEREAS, the Original Indenture and the First Supplemental Indenture are referred to collectively herein as the "Indenture;"

NOW THEREFORE, THIS FIRST SUPPLEMENTAL TRUST INDENTURE WITNESSETH, that the Issuer and the Trustee do hereby agree that the Original Indenture and First Supplemental Indenture shall be amended and supplemented as described herein.

Section 1. Amendment to Appendix A of the Original Indenture. Appendix A of the Original Indenture is deleted in its entirety and replaced by the attached **Appendix A**.

Section 2. Amendments to Original Indenture. All references in the Original Indenture to Initial Rate, Initial Rate Period, Rate Reset Date, Rate Reset Period and Reset Rate are hereby deleted in their entirety.

Section 3. Amendment to Article II. **Section 2.08(b)** of **Article II** of the Original Indenture is hereby deleted in its entirety and replaced with the following:

> "(b) Interest on the Bonds shall be payable to the Owners in accordance with the provisions of Article II of this Indenture. The Trustee shall provide written notice to the Tenant not less than five (5) Business Days after the first (1st) Business Day of each month, commencing July 1, 2008, of the Interest Rate in effect for the next Payment Date and of the principal and interest payments due on the ensuing Payment Date."

Section 4. Amendment to Appendix B of the Original Indenture. The definition of Interest Rate is hereby deleted in its entirety and replaced by the following:

> "“*Interest Rate*” means a rate per annum (computed on the basis of a 360 day year of 12 30-day months) equal to (a) with respect to the 2007 Bonds, 6.875% from the Dated Date of the 2007 Bonds to June 30, 2008, and from and after July 1, 2008, the Prime Rate as published in the Money Rates column of the Wall Street Journal on the first (1st) Business Day of each month, commencing on July 1, 2008, minus fifty (50) basis points and (b) with respect to any Additional Bonds, any Interest Rate set forth in the supplemental indenture authorizing the issuance of such Additional Bonds."

Section 5. No Other Amendments. Except as specifically amended hereby, all other terms and provisions of the Original Indenture shall remain in full force and effect and are hereby incorporated by reference.

Section 6. Execution in Counterparts. This First Supplemental Trust Indenture may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[*Remainder of page intentionally left blank.*]

THIS FIRST SUPPLEMENTAL TRUST INDENTURE is hereby executed as of the date first hereinabove written.

CITY OF WICHITA, KANSAS

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

4836-2615-8338.4

THIS FIRST SUPPLEMENTAL TRUST INDENTURE is hereby executed as of the date first hereinabove written.

THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A.

By: _____
Cheryl A. Rain
Assistant Vice President

(SEAL)

ATTEST:

By: _____

APPENDIX A

FORM OF BONDS

FACE OF THE BOND

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION OF THIS BOND SHALL BE MADE UNLESS THE CONDITIONS SPECIFIED IN SECTION 2.06(a) OF THE INDENTURE HAVE BEEN FULFILLED, WHICH CONDITIONS GENERALLY REQUIRE THAT: (1) THERE SHALL HAVE BEEN DELIVERED TO THE TENANT AND THE TRUSTEE PRIOR TO THE TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION, AN OPINION OF NATIONALLY RECOGNIZED BOND OR SECURITIES COUNSEL, SATISFACTORY TO THE TENANT, THE ISSUER AND THE TRUSTEE, TO THE EFFECT THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED; OR (2) THERE SHALL BE A REGISTRATION STATEMENT IN EFFECT UNDER THE SECURITIES ACT OF 1933 AND UNDER ANY APPLICABLE STATE SECURITIES LAWS REQUIRING A STATE-LEVEL REGISTRATION STATEMENT WITH RESPECT TO THE TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AND, IN THE CASE OF BOTH (1) AND (2), THE TRUSTEE SHALL HAVE BEEN FURNISHED PROOF SATISFACTORY TO IT OF COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER. THE TRUSTEE, AS BOND REGISTRAR, SHALL NOT TRANSFER THIS BOND EXCEPT IN ACCORDANCE WITH THIS LEGEND AND THE CORRELATIVE PROVISIONS OF THE INDENTURE.

No. R-2 Not to exceed $3,300,000

UNITED STATES OF AMERICA
STATE OF KANSAS
CITY OF WICHITA, KANSAS

INDUSTRIAL REVENUE BOND
SERIES V, 2007
(LEE REAL ESTATE, LLC)
(TAXABLE UNDER FEDERAL LAW)

Rate of Interest	Maturity Date	Dated Date
Variable as described herein	December 1, 2022	November 29, 2007

Registered Owner:

Principal Amount: Not to exceed Three Million Three Hundred Thousand Dollars and 00/100 as evidenced on Schedule A to this Bonds

The City of Wichita, Kansas, a body politic and corporate incorporated as a city of the first class of the State of Kansas (the "Issuer"), for value received, promises to pay, but solely from the sources hereinafter referred to, to the Registered Owner identified above, or registered assigns, upon the presentation and surrender of this certificate, the installments of the Principal Amount identified above in the amounts and on the Principal Payment Dates as shown on the amortization schedule which is a part of this Bond, unless called for redemption prior to said

Maturity Date, and to pay interest thereon at the Interest Rate from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable as shown on the amortization schedule which is a part of this Bond (the "Interest Payment Dates"), until said Principal Amount has been paid.

In addition to terms defined in this Bond, the following terms used in this Bond shall have the meanings described below:

> "Interest Rate" means a rate per annum (computed on the basis of a 360 day year of 12 30-day months) equal to (a) with respect to the 2007 Bonds, 6.875% from the Dated Date of the 2007 Bonds to June 30, 2008, and from and after July 1, 2008, the Prime Rate as published in the Money Rates column of the Wall Street Journal on the first (1st) day of each month commencing on July 1, 2008, minus fifty (50) basis points and (b) with respect to any Additional Bonds, any Interest Rate set forth in the supplemental indenture authorizing the issuance of such Additional Bonds.

The principal payable on this Bond on any Principal Payment Date, interest payment on any Interest Payment Date and redemption price payable on any redemption date shall be paid to the Registered Owner at such Registered Owner's address as it appears on the bond registration books of the Issuer kept by The Bank of New York Mellon Trust Company, N.A., in the City of Wichita, Kansas (the "Paying Agent" and "Trustee") under the within mentioned Indenture, or at such other address as is furnished in writing by such Owner to the Paying Agent by the close of business on the fifteenth day of the month preceding the applicable Principal Payment Date or Interest Payment Date (the "Record Date"), by check, draft or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or by electronic transfer as described herein. Payments by electronic transfer to such Registered Owner shall only be made upon written notice given to the Paying Agent by such Registered Owner, not less than five days prior to the Record Date for such principal or interest, containing the electronic wire instructions including the bank (which shall be in the continental United States), its address, its ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. In lieu of payments of the principal of and interest on this Bond being made by the Trustee, the Tenant may make such payments directly to the Registered Owner of this Bond in accordance with the procedures set forth in the Indenture.

This Bond certificate evidences ownership of a part of a duly authorized series of Bonds of the Issuer designated "City of Wichita, Kansas, Industrial Revenue Bonds, Series V, 2007 (Lee Real Estate, LLC)," in the aggregate principal amount of $3,300,000 (the "2007 Bonds"), issued for the purpose of providing funds to pay the costs of acquiring and constructing a certain manufacturing facility (the "Project"), to be leased by the Issuer to Lee Real Estate, LLC, a Kansas limited liability company (the "Tenant"), under the terms of a Lease dated as of November 1, 2007, between the Issuer and the Tenant (said Lease, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), all pursuant to the authority of and in conformity with the provisions, restrictions and limitations of the constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1740 *et seq.*, as amended, and pursuant to proceedings duly had by the governing body of the Issuer.

The 2007 Bonds are issued under and are equally and ratably secured and entitled to the protection of the Trust Indenture, dated as of November 1, 2007 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the Issuer and the Trustee. Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue Additional Bonds (as defined therein) secured by the Indenture ratably and on a parity with the 2007 Bonds (the 2007 Bonds together with such Additional Bonds being herein referred to collectively as the "Bonds"). Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Bondowners, and the terms upon which the Bonds are issued and secured.

REDEMPTION OF BONDS

Extraordinary Optional Redemption. In the event of a Change of Circumstances (as defined in the Indenture), the Bonds shall be subject to redemption and payment prior to the stated maturity thereof at the option of the Issuer, upon instructions from the Tenant, on any date, at the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

Optional Redemption. The 2007 Bonds are subject to redemption and payment prior to maturity at the option of the Issuer, upon instructions from the Tenant, at anytime, as a whole at any time, or in part on any Principal Payment Date or Interest Payment Date, at the redemption price of the par value of the principal amount thereof, without premium.

Sinking Fund Redemption. Each of the 2007 Bonds are subject to mandatory redemption and payment from the sinking fund hereinafter described on January 1, 2008, and on the first day of each month thereafter pursuant to the redemption schedule set forth on Schedule A to this Bond, at the par value of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption and payment, without premium. Under certain circumstances as provided in the Indenture, the redemption schedule set forth on Schedule A to this Bond shall be revised and replaced.

The rent payments specified in the Lease which are to be deposited in the Principal and Interest Payment Account created by the Indenture commencing on January 1, 2008, as sinking fund deposits shall be sufficient to redeem (after credits to provide in the Indenture) and the Issuer has agreed to redeem the principal amounts of 2007 Bonds set forth on Schedule A to this Bond.

When any Bonds are called for optional redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the Owner of each Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing as aforesaid, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds. If less than all of the Outstanding Bond of this series are called for redemption, Bonds shall be redeemed in inverse order of maturity, Bonds of less than a full maturity to be selected by the Trustee in such equitable manner as it

may determine. All Bonds so called for redemption will cease to bear interest on the specified redemption date and shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture.

The 2007 Bonds and the interest thereon are limited obligations of the Issuer payable exclusively out of the Trust Estate under the Indenture, including but not limited to the rents, revenues and receipts under the Lease, and are secured by a pledge of the Project (including any Project Additions) as described in the Lease and a pledge and assignment of the Trust Estate, including all rentals and other amount to be received by the Issuer under and pursuant to the Lease, all as provided in the Indenture. The Bonds and the interest thereon do not constitute a debt or general obligation of the Issuer, the State of Kansas or any municipal corporation thereof, and are not payable in any manner by taxation. The Bonds shall not constitute an indebtedness within the meaning of constitutional or statutory debt limitations or restrictions. Pursuant to the provisions of the Lease, Basic Rent is to be paid by the Tenant directly to the Trustee for the account of the Issuer and deposited in a special trust account created by the Issuer and designated "City of Wichita, Kansas, Principal and Interest Payment Account for Industrial Revenue Bonds (Lee Real Estate, LLC)." The full and prompt payment of the principal of, redemption premium, if any, and interest on the Bonds is unconditionally guaranteed by the Tenant and by James E. Lee and Summer C. Lee, to the Trustee and the Owners of the Bonds from time to time, under the terms of separate Guaranty Agreements dated as of November 1, 2007.

No Registered Owner of Bonds shall have the right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable prior to the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and under the circumstances permitted by the Indenture.

This Bond certificate is transferable, as provided in the Indenture, only upon the registration books of the Issuer kept for that purpose at the above mentioned office of the Bond Registrar and Paying Agent by the Registered Owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or such Registered Owner's duly authorized attorney, and thereupon a new Bond certificate in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Tenant has agreed to pay as Additional Rent under the Lease all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) the reasonable fees and expenses in connection with the replacement of certificates mutilated, stolen, lost or destroyed or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond certificate is registered as the absolute Registered Owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that to the best of the Issuer's knowledge and belief, all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, Issuer has caused this Bond certificate to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused the Bonds to be dated the Dated Date shown herein.

CITY OF WICHITA, KANSAS,

By_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond certificate evidences ownership of the City of Wichita, Kansas, Industrial Revenue Bonds, Series V, 2007 (Lee Real Estate, LLC), as described herein and in the within-mentioned Trust Indenture. The date of authentication of this Bond is November 29, 2007.

THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A.
St. Louis, Missouri
as Trustee

By_____
Cheryl A. Rain, Assistant Vice President

(FORM OF ASSIGNMENT)

For value received, the undersigned hereby sells, assigns and transfer unto

_____

Print or Type Name and Address of Transferee

the Bonds represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Bond on the books kept by the Bond Registrar and Paying Agent for the registration and transfer of Bonds.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

[Seal of Bank]

_____

(Name of Eligible Guarantor Institution)

By: _____

Title: _____

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15)

I, the undersigned City Clerk of the City of Wichita, Kansas, hereby certify that the following is a true and correct copy of the complete final legal opinion of Kutak Rock LLP, Bond Counsel, on the bond and the series of which said bond is a part, except that it omits the date of such opinion, that said legal opinion was manually executed and was dated and issued as of the date of delivery of and payment for such Bonds, and is on file with The Bank of New York Mellon Trust Company, N.A., Wichita, Kansas.

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE AMENDMENT OF THE TRUST INDENTURE, TO MODIFY THE INTEREST RATE, RELATING TO $3,300,000 INDUSTRIAL REVENUE BONDS, SERIES V, 2007 (LEE REAL ESTATE, LLC) (TAXABLE UNDER FEDERAL LAW), OF THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas (the "Issuer"), is authorized and empowered pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, construct, install and equip certain facilities (as defined in the Act) for the stated statutory purposes, to enter into lease and lease-purchase agreements with any person, firm or corporation for said projects, and to issue revenue bonds for the purpose of paying the cost of such facilities; and

WHEREAS, the Issuer previously issued its Industrial Revenue Bonds, Series V, 2007 (Lee Real Estate, LLC) (Taxable Under Federal Law) (the "Bonds"), in the original principal amount of $3,300,000 pursuant to a Trust Indenture dated as of November 1, 2007 (the "Original Indenture"), by and between the Issuer and The Bank of New York Trust Company, N.A., succeeded in interest on July 1, 2008, by The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), for the purpose of acquiring a manufacturing facility (the "Project", as more fully described in the Original Indenture) located within the City of Wichita, Kansas, and leased the Project to Lee Real Estate, LLC, a Kansas limited liability company (the "Tenant"), pursuant to a Lease Agreement dated as of November 1, 2007 (the "Lease"), by and between the Issuer and the Tenant; and

WHEREAS, the Issuer has received a request from the Tenant that an amendment to the Original Indenture be approved in connection with the modification of the interest rate on the Bonds as agreed by the Owners of the Bonds, and that the Issuer enter into a First Supplemental Trust Indenture (the "First Supplemental Indenture") to the Original Indenture to implement the said amendment; and

WHEREAS, pursuant to **Article XI** of the Original Indenture, any such amendment of the Original Indenture requires the consent of the Bondowners and the Tenant; and

WHEREAS, the Bondowners and the Tenant have or will consent to the requested amendment; and

WHEREAS, the Governing Body of the Issuer deems it advisable to approve an amendment of the Original Indenture to modify the interest rate on the Bonds and to enter into the First Supplemental Indenture;

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

Section 1. Approval and Execution of Documents. The Governing Body of the Issuer hereby deems it desirable and hereby approves and authorizes the proposed amendment of the Original Indenture to modify the interest rate on the Bonds, contingent upon receipt of all

necessary approvals and consents and the compliance with all requirements of the Original Indenture and other Bond documents, and the Mayor is hereby authorized and directed to execute and deliver the First Supplemental Indenture and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance (copies of said documents shall be filed in the records of the Issuer) for and on behalf of and as the act and deed of the Issuer. The City Clerk or any Deputy City Clerk is hereby authorized and directed to attest to and affix the Issuer's official seal to the First Supplemental Indenture and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 2. Further Authority. The officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Effective Date. This Ordinance shall take effect and be in full force and effect from and after its passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

[*Remainder of page intentionally left blank.*]

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on June 24, 2008.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, City Attorney

Agenda Item No. 7.

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council

SUBJECT: Amendment of Industrial Revenue Bond Documents (Lee Real Estate, LLC) (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve amendments and place Ordinances on First Reading

Background: Since 1999, the City of Wichita has issued three separate series of Industrial Revenue Bonds ("IRBs") in an aggregate amount of $7.2 million for Lee Aerospace, Inc. Proceeds from the three bond issues were used to acquire property and construct a new corporate campus for Lee Aerospace at 34th Street North and Webb Road in northeast Wichita, including 88,000 s.f. of manufacturing space and 8,000 s.f. of office space, in three buildings. Each bond issue also included a five-plus-five year 100% tax exemption on bond-financed property. In 1999, Lee Aerospace, Inc. was purchased by Triumph Aerospace Systems and operates as its Wichita-based subsidiary, under the same management team. The bond-financed real estate is now leased to Lee Real Estate, LLC and sub-leased to Triumph Aerospace Systems-Wichita, Inc. (formerly known as Lee Aerospace, Inc).

The company is now requesting amendments to the Trust Indentures of the 2006 and 2007 issues to modify the interest rate on the bonds.

Analysis: Pursuant to the bond documents, the interest rate on the 2006 bonds is currently 6.94%. The interest rate on the 2007 bonds is currently 6.875%. Lee Real Estate, LLC has requested an amendment to the 2006 and 2007 bond documents in order to obtain a lower interest rate as rates have declined since issuance; the Tenant and Bondholder have consented to modification of the interest rate.

The current interest rates will remain in effect until June 30, 2008; the new interest rate to be calculated monthly at Prime Rate according to the Wall Street Journal minus fifty basis points will take effect July 1, 2008 for both bond issues. The original bond documents must be amended by Ordinance and a Supplemental Indenture to terms is required.

Financial Considerations: There is no fiscal impact to City through amendment of the bond documents.

Goal Impact: Economic Vitality and Quality of Life. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

Legal Considerations: The City Attorney's Office has reviewed and approved the Ordinance and documents as to form.

Recommendation/Actions: It is recommended that the City Council approve the amending Ordinances and Supplemental Indentures, place Ordinances on First Reading and authorize the necessary signatures.

Attachments: 2006 Amending Ordinance, First Supplemental Trust Indenture for 2006 Bond Issue, 2007 Amending Ordinance, First Supplemental Trust Indenture for 2007 Bond Issue

Agenda Item No. 8.

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council

SUBJECT: Old Town Warren Theatre LLC – Term Loan

INITIATED BY: Submitted at the Request of the City Council

AGENDA: New Business

Recommendation: No recommendation.

Background: In 1999, the City Council took various actions to approve the Old Town Cinema Redevelopment Project, in the area now known as Old Town Square, between Second and Third Streets and Santa Fe and Rock Island Avenues. Pursuant to this redevelopment project, the City invested over $9.4 million in land acquisition and construction of a 500-car parking structure, street improvements and a central plaza that includes a water feature and public art. The anchor commercial development in this project is the Old Town Warren Theatre, a five-screen multiplex movie theater that also includes a sports bar and features Warren's unique concept of in-theater dining in every auditorium.

The members of the ownership group for the Theatre, Old Town Warren Theatre LLC (William J. Warren, Mark B. Hutton, Andrew W. Hutton, Steven R. Barrett, David C. Burk and David E. Wells), have requested financial incentives from the City of Wichita in the form of a low-interest loan and reduction in parking fees.

Analysis: The Old Town Theatre is a popular destination in Old Town and serves as a major attraction to bring patrons to the Old Town area. However, its relatively small size, compared to norms in the movie theater industry, has created negative economies of scale that have resulted in significant financial losses during the theater's first five years of operation. The owners have instituted a number of remediatory measures to reduce the operating deficit, but have been unable to reduce it completely. In order to reduce the deficit to a tolerable level and keep open the theater, the owners have determined that it will be necessary to refinance the current $4.9 million mortgage loan and borrow an additional $1.1 million to fund certain improvements and enhancements to the theater.

Old Town Warren Theatre LLC proposes to borrow $6 million from the City, at an interest rate of 1.25% per annum, with a term of ten years and principal payments based on 20-year amortization (resulting in a balloon payment at the end of ten years). The proposed terms of the loan include forgiveness of interest payments during the first five years of the loan term. Old Town Warren Theatre LLC agrees to give the City a first mortgage on the theater land, building and furnishings, fixtures and equipment to secure the loan. The individual members of the ownership entity have agreed to provide the City with personal guarantees, further securing the loan.

In addition to the City loan, Old Town Warren Theatre LLC has requested relief from parking fees. Businesses in the Old Town Square area pay $10 per stall per month times the number of stalls they would have had to provide under the Old Town Zoning Overlay, if they did not pay the parking fees. Businesses in the rest of Old Town pay $7.50 per stall. It is proposed to reduce the parking fees in the entire Old Town Square area to match the $7.50 fee in the rest of Old Town. This change will save the Old Town Theatre $7,500 per year.

Proposed improvements to the theater include converting the sports bar to a movie theater, converting all six theaters to digital projection and sound, and adding banquet space to the theatre. Old Town Warren Theatre LLC estimates that the proposed improvements will increase net revenues by $50,000 per year. Together with the parking savings and reduced loan payments, the Old Town Warren Theatre LLC estimates that its operating deficit will be reduced to a level that will allow them to close the gap with further operational adjustments. Old Town Warren Theatre LLC has agreed to keep the theater open for business as a movie theater for the full ten year term of the loan.

Financial Considerations: The loan would be funded with short-term general obligation temporary notes which would be retired with cash in Debt Service Fund. Annual loan payments would be credited to the Debt Service Fund in order to minimize any negative impact the loan might have on the City's ability to initiate all projects in the Capital Improvement Program.

Goal Impact: Core Area and Neighborhood Revitalization – Old Town is a key component of the Core Area and the continuing presence of the Old Town Warren Theatre LLC is important to the success of Old Town.

Legal Considerations: Case law has established the legality of City's using general obligation bonds and notes to fund economic development loans and grants. The Department of Law has drafted documents for this transaction. Final versions of documents will be provided prior to the City Council meeting.

Recommendations/Actions: This item is submitted without recommendation by City Staff. If Council chooses to approve the requested assistance, the required action would be: To approve first reading of the home rule ordinance authorizing the issuance of general obligation bonds or notes for the purpose of funding the loan to Old Town Warren Theatre LLC in the amount of $6,000,000; approve the Term Loan Agreement, Promissory Note, Guaranty Agreements and Mortgage Agreement and authorize necessary signatures; and reduce parking lease payments in Old Town Square, pursuant to the Old Town Overlay District, to $7.50 per stall per month.

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council

SUBJECT: Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits, Mesa Verde (District VI)

INITIATED BY: Housing and Community Services

AGENDA: New Business

Recommendation: It is recommended that the City Council close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, and authorize the necessary signatures.

Background: The Housing Tax Credit (HTC) Program is administered by the Kansas Housing Resources Corporation. Enacted in the Tax Reform Act of 1986, the HTC Program is designed to secure private equity capital for the development of affordable rental housing. The Program can provide as much as 55%-60% of the total development cost which reduces the amount of debt financing in affordable rental housing developments. This allows lower rents and greater affordability. The State receives a tax credit allocation from the Federal government, and requires developers/owners to obtain a Resolution of Support from the local government, when submitting applications for financing through the Program.

The City has received a request from Mennonite Housing Rehabilitation Services, Inc. (MHRS) on behalf of Community Economic Resource Corporation (CER), for a City Council resolution of support for an application for Housing Tax Credits in connection with the development of the Mesa Verde residential subdivision, located near north Meridian and 34th and 35th streets.

Under the City's adopted Housing Tax Credit (HTC) policy, developers/owners must present proposed HTC projects to the applicable District Advisory Board (DAB). The policy also requires a review by the City's Development Coordinating Committee (DCC). The Planning Department and the Office of Central Inspection (OCI) also review the project for zoning and design appropriateness and provide comment regarding consistency with neighborhood plans, if applicable. Once the project is reviewed by the DAB, DCC, Planning and OCI, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the HTC application.

Analysis: The Mesa Verde housing project involves the construction of a total of 42 single-family homes, and is located on North Meridian, between 34th and 35th streets. MHRS will enter into a partnership with CER in order to complete the new housing development.

The HTC application for Mesa Verde includes construction of 24 three-bedroom single-family homes, to be made available as rental units for a period of 15 years, and construction of a building that will serve as a clubhouse/activity center for residents of the subdivision. The building will also provide for office space for management to service customers, and will also serve as a storm shelter for residents of the development. A

storm shelter is needed because the homes will not be constructed with basements. Any activity sponsored by CER at the clubhouse facility will be as a service to the residents of the Mesa Verde subdivision, and not as an extension of the organization's daily business activity. The building will be a part of the HTC project, and is thereby ineligible for commercial use.

The Housing Tax Credit Policy requires a set-aside of 20% of the units in a tax credit development project to be set aside for market-rate tenants. MHRS and SER propose to comply with this requirement by constructing homes on 18 of the 42 sites, to be made available for sale to owner-occupant homebuyers, in various locations within the platted development. While this plan is not the traditional method of achieving the City's required market-rate unit set-aside in a HTC development, staff believes it meets the spirit and intent of the City Council's Housing Tax Credit Policy, with respect to the requirement for a mixed-income community, while providing for a single-family development community that would not be 100% non-owner occupied. MHRS and CER have agreed to not seek a second resolution of support from the City Council to develop additional HTC units within the Mesa Verde subdivision.

The City's Planning Department and the Office of Central Inspection have advised that the development site has been platted, and thus, the project has met requirements imposed as a result of internal staff reviews. MHRS and CER have agreed to comply with all requirements regarding landscaping, etc., and have also agreed to place appropriate signage at the entrances to the development.

The DCC voted to recommend adoption of the resolution of support, provided that the part of the clubhouse building that is to serve as the storm shelter is constructed in such a manner as to be FEMA certified. MHRS and CER have agreed to this requirement. DAB VI also voted (9-0) to recommend adoption of the resolution of support.

Financial Considerations: The project cost for the HTC portion of the project is estimated to be $4,887,446, including construction of the clubhouse/activity center. Financing includes proceeds from the sale of the housing tax credits in the amount of $3,080,000, a first mortgage in the amount of $1,270,000, State HOME and Federal HOME Loan Bank funding in the amount of $384,000 and donations/deferred developer fees in the amount of $153,446.

Goal Impact: The proposed project contributes to the City Council goal of Economic Vitality and Affordable Living.

Legal Considerations: The developer has complied with the HTC policy requirements as specified in City Council Resolution No. R 07-584. A resolution document has been approved as to form by the City Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, and authorize the necessary signatures.

Attachments: Resolution document.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas has been informed by Mennonite Housing Rehabilitation Services, Inc., and Community Economic Resource, Inc., that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

"MESA VERDE ADDITION", Wichita, Sedgwick County, Kansas and surveyed, described as,

That part of the NW ¼ of Sec. 31, Twp. 26-S, R-1-E of the 6th P.M., Sedgwick County, Kansas, described as follows: Commencing at the NW corner of said NW ¼; thence 500'00'00"E along the west line of said NW ¼, 1546.50 feet for a point of beginning; thence S89'44'04"E parallel with the north line of said NW ¼, 506.50 feet; thence S37'33'55"E, 405.94 feet to a point on the northwest line of the Chisholm Creek Diversion (Condemnation Case #A-39338); thence southwesterly along said northwest line, being a curve to the left, having a central angle of 09'45'15" and a radius of 6219.91 feet, an arc distance of 1058.90 feet to a point on the west line of said NW ¼, said point being 58.38 feet north of the SW corner of said NW ¼; thence N00'00'00"E along the west line of said NW ¼, 1065.82 feet to the point of beginning, all being subject to road rights-of-way of record.

WHEREAS, this housing development will contain up to 24 three-bedroom single-family units and a community room structure that will serve as a FEMA-certified storm shelter for residents of the development, located on Reserve "A", subsidized by the Housing Tax Credit Program.

WHEREAS, this housing development will be constructed utilizing public streets with a second access point to a future east-west street with a connection to Womer Street;

WHEREAS, other amenities shall include a common laundry facility, open green space featuring paved walking paths, a gazebo, covered benches/seating playground equipment and picnic tables and other amenities proposed in the information package originally submitted to the City of Wichita's Housing and Community Services Department for review.

WHEREAS, a landscaping plan and water conservation plan is to be submitted to the City of Wichita's Office of Central Inspection for review, prior to construction.

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

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until June 17, 2009. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

This resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Housing Tax Credit Policy design guidelines, which will be determined by the Metropolitan Area Planning Department and the Office of Central Inspection, after the project is approved for Housing Tax Credits. During that review, complete building plans may be required to be submitted to the Council Member, at the Council Member's request, prior to issuance of a building permit. All projects must comply with all applicable building codes, zoning codes, ordinances, and requirements.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this 17th_ day of __June__, 2008.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, City Attorney

Revised 06-16-2008

Agenda Item No. 10.

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council

SUBJECT: Office furnishings and phone equipment for new Greater Wichita Convention and Visitor's Bureau, WaterWalk Place Development
(District VI)

INITIATED BY: ~~Division of Arts & Cultural Services~~ City Manager's Office

AGENDA: New Business

Recommendation: It is recommended the City Council approve the replacement of office furnishings and phone equipment for the new offices of the Greater Wichita Convention and Visitor's Bureau (GWCVB) in the WaterWalk Place development and approve any necessary budget adjustments

Background: The GWCVB has been leasing its current location at 100 S. Main in the Center Point building since 1985. While this location has served the GWCVB well, its management and Board of Directors have decided to relocate to a more prominent location. The relocation to the new building in WaterWalk Place is scheduled in July of 2008. The majority of the current office furnishings were purchased in 1981 from the Tourism and Convention Fund when the GWCVB was formed as a separate entity. Some furnishings have been added as necessary to accommodate additional staff since the original furniture purchase, but none have been replaced. Most furnishings are in very poor shape and need to be replaced. GWCVB staff will reuse as many items as possible, such as filing cabinets and other accessory type furniture. Furniture and equipment that are not reusable and will not be moving to the new WaterWalk location will be returned to the City of Wichita per the agreement between two entities.

Analysis: As part of the original agreement with the City of Wichita, the GWCVB agreed that the City will own all those office furnishings and equipment that it purchased with the Tourism & Convention Fund. As a result of moving to a more visible location in the WaterWalk Place development, the GWCVB needs to replace the old and inefficient office furnishings and update the current telephone equipment. The current phone system is antiquated and must be updated to meet the need of modern technology at the new building. The projected one-time expenditure for the replacement of office furnishings and telephone equipment is approximately $190,000: $175,000 to replace furniture and $15,000 to update the phone system.

Financial Considerations: It is proposed to fund the necessary replacement of GWCVB's office furnishings and telephone equipment in the projected amount up to $190,000 from the Tourism & Convention Fund.

Goal Impact: This proposal will enhance the Economic Vitality goal by facilitating an increase in the visibility of the GWCVB, improving its functionality and the initial impression created for its visitors. This will add to the ability of GWCVB to accomplish its mission of increasing tourism and marketing Wichita as a destination.

Legal Considerations: Contractual agreement dictates GWCVB's inventory purchased from Tourism & Convention Fund will be owned by the City and returned to the City when they are no longer used by the GWCVB.

Recommendations/Actions: It is recommended that the City Council approve the one-time expenditure amount up to $190,000 for the replacement of GWCVB's office furnishings and telephone equipment, and approve any necessary budget adjustments.

Agenda Item No. 11.

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council

SUBJECT: An Ordinance Amending Chapter 3.72 of the Code of the City of Wichita, Kansas, Pertaining to Private Security Officers and Private Security Agencies

INITIATED BY: Police Department and Law Department

AGENDA: New Business

Recommendation: Approve the first reading of the ordinance.

Background: Chapter 3.72 of the City code establishes guidelines for the licensing of private security agencies, and the training and permitting of private security officers. There are 31 licensed agencies at present, employing approximately 640 private security officers. The Police Department and Law Department have been working together to draft necessary revisions to the current ordinance, and all of the agencies were invited to offer input at two separate meetings. The agency attendance and interest was very good and we received a great deal of input from them. The most recent ordinance amendment occurred in 1999.

Analysis: Chapter 3.72 is being amended to add clarity and content, which will enhance the understanding and compliance efforts of the licensed agencies and their permitted employees, as well as the administration and regulation efforts of the Police Department and Law Department.

The most significant revisions being proposed are in the following areas:

1. Definitions (3.72.010): Definitions are expanded, ordered alphabetically, with consistent and gender neutral language, and handcuffs are now allowed under the basic level private security officer permit.
2. Scope (3.72.015): A scope section added to clearly delineate what is/is not regulated under the ordinance.
3. License and license fees (3.72.050): Clarified requirements for agencies seeking a license. No changes are being recommended for the license fees.
4. Insurance (3.72.070): Minimum requirements are increased for a private security agency license to $500,000 for each bodily injury ($1,000,000 aggregate limit) and $200,000 for each property claim ($500,000 aggregate limit).
5. Revocation/suspension of permit or license (3.72.110): Notice and hearing procedures are clarified, as well as the appeal process; consistent with similar ordinances.
6. Permit qualifications and disqualifiers (3.72.120): Background/criminal history standards for a private security officer to obtain a permit were more restrictive than for WPD officer applicants; contacted several peer cities and our current ordinance standards are more restrictive than most. The standards have been lowered slightly, but an agency can maintain a more restrictive standard if they prefer.
7. Training committee/American Society for Industrial Security (ASIS): References to a training committee and ASIS removed under 3.72.030(8) of the existing ordinance. Agencies prefer an annual meeting, to which they are all invited, as opposed to being represented by a small committee or ASIS. The Chief of Police is responsible for all training standards, requirements, etc.

8. Permit fees (3.72.160): A slight increase in permit fees is recommended (surveyed peer cities). Initial permit fee to $35, from $25; additional permit fee to $25, from $10; permit renewal fee to $25, from $15; additional permit renewal fee to $25, from $10; permit replacement to $15, from $10; firearm upgrade to $15, from $0. Training fees are set by designated training providers and are subject to review by the Chief of Police.
9. Permit for persons not employed by a private security agency (3.72.200): There are several private entities that maintain a private security component for their own internal purposes, and they do not compete for contracts to provide private security services to any other party. Some of these entities see value in sending their private security officers to the same training required by this ordinance and obtaining the same permit(s) required by this ordinance. This amendment formalizes their ability to do so.
10. Firearms (3.72.210 through 3.72.280): Regulates unconcealed firearm permits only; not in conflict with the State's carry concealed handgun law. Training, qualification, and weapon standards are established by Chief of Police. Suspension/revocation/appeal/hearing provisions are the same as for the other private security permits.
11. Uniforms (3.72.290 and 3.72.300): Requirements and clarification regarding badges, patches, insignia, etc.
12. Vehicles (3.72.310): Requirements and clarification regarding design, color scheme, wording, etc., of agency vehicles.
13. Penalty section (3.72.340): Currently subject to the general penalty section of the City code. Revised to a minimum fine of $100, up to a maximum of $2,500.

Financial Considerations: Slight fee increases are being recommended for private security officer permits; no fee increases are being recommended for agency licenses.

Permit Fees	***Recommended***	***Current***
Initial Permit	$35	$25
Additional Permit	$25	$10
Permit Renewal	$25	$15
Additional Permit renewal	$25	$10
Permit Replacement	$15	$10
Firearm Permit Upgrade	$15	$0

Fingerprinting and criminal history records check: Fee as set by the Kansas Bureau of Investigations

Insurance Requirements	***Recommended***	***Current***
Each Bodily Injury	$500,000	$200,000
• Aggregate Limit	$1,000,000	$500,000
Each Property Claim	$200,000	$100,000
• Aggregate Limit	$500,000	$300,000

Goal Impact: Provide a Safe and Secure Community: This ordinance amendment will continue to allow the Police Department and Law Department to work in partnership with private security agencies and their employees.

Legal Considerations: The Law Department drafted the ordinance revisions and approved them as to form.

Recommendations/Actions: Place the ordinance on first reading.

Attachments: Ordinance

First Published in the Wichita Eagle _____

May 28, 2008

AN ORDINANCE CREATING NEW CHAPTER 3.72 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PRIVATE SECURITY OFFICERS AND PRIVATE SECURITY AGENCIES WITHIN THE CITY, AND REPEALING THE ORIGINAL OF SAID CHAPTER 3.72.

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

SECTION 1. Section 3.72.010 of the Code of the City of Wichita, Kansas, shall read as follows: **"Definitions.** For the purpose of this chapter, the words and phrases used herein shall have the following meanings unless otherwise clearly indicated by the context:

(1) "Agency" means an establishment engaged in doing business for another.

(2) "Armored car private security officer" means any person employed by a licensed armored car service whose duties include providing secured transportation, protecting and safeguarding valuable cargo from one place to another and providing cash services for automated teller machines, all by means of bullet-resistant armored vehicles.

(3) "Arrest" means the act of stopping, and the taking or detaining in custody by authority of law.

(4) "Authorized equipment" means equipment authorized by the Chief of Police that may be carried or used by private security officers permitted under this chapter.

(5) "Basic responsibilities of a private security officer" means to observe and report crimes and incidents; on occasion to stop and question; to provide security against

loss from fire or mechanical equipment failure and enforce property rules and regulations; to control access to specific areas of a facility or building; and to act occasionally as a crowd monitor or to maintain order. These responsibilities shall include vehicle patrol when an approved course on defensive driving has been completed. These responsibilities shall not include: authority beyond that of a private citizen, the right to use physical force in the performance of these duties except to protect the private security officer and others from clear and immediate threat of serious bodily harm, or acting in the capacity of a private security officer for other than a client for which the private security officer is contracted to provide services.

(6) "Business" means commercial, industrial or professional dealings, activity or the supply of services engaged in as a means of livelihood.

(7) "Client" means any person who engages the services of a private security agency.

(8) “Chief of Police” as used in this chapter means the Chief of the Wichita Police Department or his or her authorized designee.

(9) “Citizen’s arrest” or “Arrest by a private person” shall have the meaning as set forth in K.S.A. 22-2403, which states that a person who is not a law enforcement officer may arrest another person when: (1) A felony has been or is being committed and the person making the arrest has probable cause to believe that the arrested person is guilty thereof; or (2) any crime, other than a traffic infraction, has been or is being committed by the arrested person in the view of the person making the arrest.

(10) "Firearm" for the purpose of this chapter, means any pistol or revolver commonly referred to as a handgun, constructed or arranged so as to be capable of being

loaded with gunpowder or other explosive substances, cartridges, shots, slugs or balls, and being exploded, fired or discharged. Shotguns carried by armored car private security officers shall also be included in this definition.

(11) "Firearm permit" means a permit for the limited authority to carry an unconcealed loaded firearm by a person not a law enforcement officer, within the city limits, when the carrying of such firearm would otherwise be in violation of Section 5.88.010 of the Code of the City of Wichita, Kansas. Such permit does not in any way purport to regulate the right to carry a concealed firearm issued or recognized pursuant to any federal, state or local law.

(12) "For hire" includes all compensation paid directly or indirectly.

(13) “License” means the authority to conduct business by a private security agency within the city limits.

(14) “Licensee” means any person to whom a current license has been issued under this chapter authorizing such person to conduct business as a private security agency within the city limits.

(15) "Person" means any natural person, corporation, partnership or association.

(16) “Permit” means the authority to work as a private security officer in the city limits, and pursuant to the following classifications:

(a) "Temporary basic private security permit" means the permit issued to a person who meets the qualifications required of a private security officer but who has not yet completed the basic private security course. A person with a

temporary basic permit may carry out the basic responsibilities of a private security officer, but is not authorized to carry any weapons, including handcuffs.

(b) "Basic private security permit" means the permit issued to a person having completed the basic private security course, including a defensive driving course given by either the city of Wichita or a private driving instructor approved by the chief of police, and meeting the qualifications, required of a private security officer. This permit shall allow the person to perform the basic duties of a private security officer including vehicle patrol. This permit shall not allow the person to carry any equipment other than handcuffs.

(c) "Advanced private security permit" means the permit issued to a person who has completed both the basic and advanced private security courses and meets the qualifications required of a private security officer. This permit shall allow the individual to perform the basic duties of a private security officer to include vehicle patrol and the carrying of authorized equipment.

(d) "Advanced private security and firearm permit" means the permit issued to a person who has completed the basic and advanced private security courses and the firearms training course. This permit shall allow the person to perform the basic duties of a private security officer to include vehicle patrol and, in addition to authorized equipment, allows the person to carry a firearm while performing the duties of a private security officer.

(e) "Armored car private security permit" means the permit issued to a person who has completed an armored car private security training course and meets the qualifications required of a private security officer. This permit shall allow the

person to provide secured transportation, protect and safeguard valuable cargo from one place to another, and provide cash services for automated teller machines by means of a bullet-resistant armored vehicle. This permit shall allow the person to carry a firearm while performing these duties.

(17) "Private security officer" means any person regularly employed by a person, firm or corporation, and whose duties, in addition to patrolling, guarding and watching the property of the employer or any client of the employer, include conducting investigations concerning the reputation or character of employees or prospective employees, and investigations concerning the location of property of the employer that becomes lost or stolen. For the purposes of this chapter, "private security officer" shall also include persons permitted as armored car private security officers.

(18) "Private security agency" means any person, firm or corporation who engages in a business for hire to provide a protective service for the property of others, and whose duties and activities in that connection include patrolling, guarding or watching the property of a subscriber, purchaser or client under a contract or agreement to provide a protective service. For the purposes of this chapter, "private security agency" shall also include armored car services."

SECTION 2. Section 3.72.015 of the Code of the City of Wichita, Kansas, shall read as follows: "**Scope of regulations, authority of licensees and permittees.**

(1) The provisions of this Chapter are intended to regulate uniformed private security officers as that term is defined in Section 3.72.010(17) herein. The provisions of this Chapter are further intended to regulate such uniformed private security officers who

are authorized by a permit issued under the provisions of this Chapter to carry an unconcealed firearm in the course of such private security officer's duties.

(2) It is not the intent of this Chapter to regulate any of the following:

(a) activities performed in a non-uniformed or plain-clothes capacity, with or without a concealed weapon; or

(b) activities that fall under the regulation of the statutes of this state or any similar laws from other jurisdictions regulating private investigators; or

(c) activities that are allowed pursuant to the right to carry a concealed firearm issued or recognized pursuant to any federal, state or local law; or

(d) The business of transporting prisoners under a contract with any state or county government or the federal government.

(3) No license or permit issued pursuant to this Chapter provides the holder thereof with any authority to direct traffic on the streets or highways of the City of Wichita.

(4) A licensee or permittee under this Chapter who engages in any activity or business that involves the wearing of non-uniformed or plain clothing or the carrying of a concealed firearm or other weapon must have legal authority for such activity independent of the license or permit issued pursuant to this Chapter."

SECTION 3. Section 3.72.020 of the Code of the City of Wichita, Kansas, shall read as follows: "**Persons not deemed to be engaged in private security business.** The following persons shall not be deemed to be engaging in the private security business:

(1) The provisions of this chapter do not include, and are not applicable to, any person employed in any capacity if such employee's duties are carried out exclusively on private property of his or her employer; provided, however, that it is unlawful for such employees to wear a distinctive uniform, including a badge, except as follows:

(a) Directly from his or her residence to his or her place of employment,

(b) During his or her tour of duty while actively engaged in the duties of his or her employment,

(c) Directly from his or her place of employment to his or her residence,

(d) The wearing of any distinctive uniform into any tavern or private club is prohibited, and the wearing of any distinctive uniform, including a badge, at any time other than that which has been specified in (a) through (c) above is a violation of this chapter, and shall be punished as set forth in Section 3.72.340.

(2) Any officer or employee of the United States of America or of this state or a political subdivision thereof while engaged in the performance of his or her official duties;

(3) A person engaged exclusively in the business of obtaining and furnishing information as to the financial rating of persons;

(4) A charitable philanthropic society or association duly incorporated under the laws of any state which is organized and maintained for the public good and not for private profit;

(5) An attorney at law, in performing his or her duties as such attorney at law;

(6) A licensed collection agency or an employee thereof while acting within the scope of his or her employment, while making an investigation incidental to the business of the agency, including an investigation of the location of a debtor or the debtor's property where the contract with an assignor creditor is for collection of claims owed or due or asserted to be owed or due or the equivalent thereof;

(7) Admitted insurers and agents and insurance brokers licensed by the state, performing duties in connection with insurance transacted by them;

(8) The legal owner of personal property which has been sold under the conditional sales agreement or a mortgagee under the terms of a chattel mortgage;

(9) Any bank subject to the State Bank Commissioner of the state of Kansas;

(10) A person engaged solely in the business of securing information about persons or property from public records;

(11) An insurance adjustor;

(12) A private detective; and

(13) A duly certified and/or commissioned law enforcement officer."

SECTION 4. Section 3.72.030 of the Code of the City of Wichita, Kansas, shall read as follows: "**License required – Private Security Agency.** It is unlawful for any person to engage in the private security business or operate a private security agency in this city without a license as required by this chapter."

SECTION 5. Section 3.72.040 of the Code of the City of Wichita, Kansas, shall read as follows: "**Private security permit required**. (1) It is unlawful for any person to act as or perform the duties of a private security officer within the city until such person has obtained from the chief of police a private security permit. These permits shall be

issued in the following categories: Temporary Basic Private Security, Basic Private Security, Advanced Private Security, Advanced Private Security and Firearm, and Armored Car Private Security.

(2) It is also unlawful for a manager, owner, operator or any person in charge of any private security agency within the city to hire a person as a private security officer without first having that person obtain from the chief of police a private security officer permit."

SECTION 6. Section 3.72.050 of the Code of the City of Wichita, Kansas, shall read as follows: "**Private Security Agency license, application form and content, grounds for denial.** Every firm desiring to be licensed in the City of Wichita, Kansas, as a private security agency shall make application therefore to the City of Wichita. An application for a license under this chapter shall be on a form prescribed by the City Treasurer's Office and accompanied by the required application fee, certificate of insurance and corporate surety bond as required by this chapter. An application shall be verified and shall include:

(1) The name of the agency under which the applicant intends to do business and the complete address of the applicant's principal place of business, including the name and number of the street, or, if the street where the business is located is not numbered, the number of the post office box.

(2) The full name and residence address of the applicant and personal information;

(3) If the license is to be held by a corporation, the Resident Agent and Registered Office of said corporation;

(4) The full name, date of birth, Social Security number and residence address of each of its partners, officers, directors or associates;

(5) Before an application for a license may be granted, the applicant, or if the applicant is a corporation, partnership or other business entity, all of the officers, directors, partners, or associates shall:

(a) Be at least twenty-one years of age,

(b) Comply with such other qualifications as the chief of police may fix by rule or regulation;

(6) The chief of police or the City Attorney or his or her designee may deny a license if the applicant or, if the applicant is a corporation, partnership or other business entity, any of its officers, directors, partners or associates has:

(a) Committed any act which, if committed by a licensee, would be grounds for the suspension or revocation of a license under this chapter, or

(b) been convicted of a felony, or

(c) within ten years immediately prior to the date of application been convicted of any crime involving dishonesty or fraud, any weapons charge, any crime of violence, any crime involving physical force, or violation of any law regulating any controlled substance; or

(d) while unlicensed, committed or aided and abetted the commission of any act for which a license is required by this chapter, or

(e) knowingly provided false information or made any false statement in his/her application or

(f) provided incomplete information or failed to provide any requested information on his/her application.

(7) A licensee may request reconsideration of the denial of his/her application by following the procedures set forth in Section 3.04.065 of this code, and any amendments thereto.

(8) If a license is denied for knowingly providing false information or making any false statement on an application, the applicant, whether an individual or a business entity, shall be ineligible to reapply for a license under this chapter for one calendar year from the date of the license denial."

SECTION 7. Section 3.72.055 of the Code of the City of Wichita, Kansas, shall read as follows: "**Fees – Private Security Agency license – new and renewal.** Every application for a Private Security Agency license shall be accompanied by a fee of $300 per year for a new agency and $100 per year for license renewals. All fees are non-refundable and no fees shall be pro-rated."

SECTION 8. Section 3.72.060 of the Code of the City of Wichita, Kansas, shall read as follows: "**Bond required – Private Security Agency; conditions, amount and term.** No license shall be issued under this chapter unless the applicant files a corporate surety bond with the city clerk. Such bond shall be executed by a company authorized to do business in this state in the sum of five thousand dollars, conditioned for the faithful and honest conduct of his/her business by such applicant. The city attorney shall approve each such bond as to its form, execution and sufficiency of the sureties. Such bond shall be taken in the name of the people of this city, and every person injured by any unlawful act of the principal or the principal's employees or agents, whether licensed or not, may

bring an action on the bond in his/her own name to recover damages suffered by reason of such unlawful act.

Every licensee shall maintain on file at all times the surety bond required by this chapter in full force and effect. Bonds executed and filed with the city clerk's office pursuant to this chapter shall remain in force and effect until the surety has terminated future liability by a thirty-day notice to the city clerk."

SECTION 9. Section 3.72.070 of the "Code of the City of Wichita, Kansas, shall read as follows: **"Insurance required – Private Security Agency.** All private security licensees shall carry insurance for the purpose of indemnifying third persons for bodily injury, in amounts not less than five hundred thousand dollars ($500,000) for each bodily injury and one million dollars ($1,000,000) aggregate limit; and further, to indemnify third persons for any damage to property as the result of the actions of said private security officer or employee, in the amount of not less than two hundred thousand dollars ($200,000) per claimant and five hundred thousand dollars ($500,000) aggregate limit. The insured shall cause to be filed a certificate of insurance with the city clerk approved as to form by the city attorney. It shall be the business licensee's responsibility to determine that its insurance carrier has notified the city clerk of any lapse or cancellation in coverage within ten (10) days of notification to the insured.

The policy shall also provide coverage in the amounts of not less than one hundred thousand dollars ($100,000) per claimant and three hundred thousand dollars ($300,000) aggregate limit for false arrest, slander and malicious prosecution."

SECTION 10. Section 3.72.080 of the Code of the City of Wichita, Kansas, shall read as follows: "**License form, content and duration.** (1) A license, when issued,

shall be in such form as may be determined by the city treasurer's office, and shall include:

(a) The name of the licensee;

(b) The name under which the licensee is to operate;

(c) The number and date of the license.

(2) Any license issued shall be valid for a period of one year from the date of issuance and shall not be assignable. Renewal of any such license shall be made as prescribed for obtaining an original license, including payment of the appropriate fee required by this chapter, and providing proof of the required bond and insurance coverage.

(3) It shall be unlawful for any private security agency to operate on an expired license. Any license presented for renewal that has expired shall be processed as a new agency license and shall be assessed the fee for a new agency as set forth in Section 3.72.055 of this Code."

SECTION 11. Section 3.72.090 of the Code of the City of Wichita, Kansas, shall read as follows: "**Records of employees to be kept by Private Security Agency.** All private security agencies licensed under this ordinance are responsible for maintaining a record of each private security officer permitted under this ordinance. Such record shall include a copy of all information and/or documentation required to obtain a permit, which includes proof of identification, training, drug screening, etc., and any other information that the chief of police may require**,** as well as a copy of the employee's most recent permit. Records required to be maintained by this section shall

be kept for all current employees and for one calendar year after any employee is no longer employed by an agency."

SECTION 12. Section 3.72.100 of the Code of the City of Wichita, Kansas, shall read as follows: "**Revocation or suspension of permit/license.** Any permit or license issued pursuant to this chapter may be suspended or revoked by the chief of police if it is determined that the permitee, or licensee, or if the licensee is a corporation or other business entity, any of its officers, directors, partners associates or employees has:

(1) Made any false statement or given any false information in connection with an application for a permit or license or a renewal or reinstatement of a permit or license; or

(2) Violated any provision of this chapter; or

(3) Committed any act which would be grounds for denial of an application for a permit or license or otherwise becomes ineligible for a permit or license; or

(4) Failed to pay the annual permit or licensing fee; or

(5) Has aided or abetted the commission of any act which is a violation of this chapter; or

(6) If a licensee, failed to maintain on file with the City Clerk the surety bond required by this chapter; or

(7) If a licensee, failed to maintain in force the insurance coverage required by this chapter; or

(8) If a licensee knowingly allowed or encouraged the violation of any of the provisions of this chapter by any employee."

SECTION 13. Section 3.72.110 of the Code of the City of Wichita, Kansas, shall read as follows: **"Revocation or suspension of permit/license, notice and hearing procedures.** If the chief of police suspends or revokes a permit or license under the provisions of this section, the following procedure will apply:

(1) Notice shall be in writing and shall be personally served upon the permitee or licensee or sent by certified mail, return receipt requested, and shall include:

(a) the reason for suspension/revocation;

(b) the effective time and date of the suspension/revocation;

(c) if a suspension, the length of time of such suspension;

(d) the date by which and to whom the permitee or licensee must surrender the permit or license; and

(e) Information regarding the permitee's or licensee's right to a hearing and appeal.

(2) The permitee or licensee may request reconsideration of the suspension/ revocation by filing with the chief of police a written request for a reconsideration hearing within ten (10) business days after receipt of the notice of revocation. Filing of a request for a reconsideration hearing shall stay the suspension/revocation of the permit or license until the chief of police conducts said hearing and renders a final decision.

(3) If a request for a reconsideration hearing is not made within ten (10) business days, the action suspending or revoking the permit or license shall be final.

(4) If a request for a reconsideration hearing is made within ten (10) business days, the chief of police shall serve as a hearing officer on the reconsideration of the permit or license suspension/revocation, and shall consider evidence presented by any

interested person. The chief of police shall render a decision on the basis of a preponderance of the credible evidence presented at the hearing, which shall be recorded.

(5) The chief of police shall render a decision within ten business (10) days of the hearing and that decision shall affirm, reverse or modify the suspension/ revocation. Written notice of the decision of the chief of police shall be personally served upon the permitee or licensee or sent by certified mail, return receipt requested, and shall include:

(a) If the suspension/revocation is affirmed, the reason for such and date by which and to whom the permitee or licensee must surrender the permit or license;

(b) If the suspension/revocation is reversed, the reason for the reversal;

(c) If the suspension/revocation is modified, the reason for the modification and the extent of the modification; and

(d) The right of the permitee or licensee to appeal the decision of the chief of police to the city council.

(6) In the event a permitee or licensee desires to appeal the decision of the chief of police to the city council, written notice of such appeal shall be filed with the city clerk within ten (10) business days of the date upon the chief's written decision. Upon receipt of such notice the city clerk shall notify the chief of police who shall forward all relevant information and exhibits to the city clerk within ten (10) business days. Any appeal taken from the decision of the chief of police shall stay the order of suspension/ revocation until the matter is heard and a decision rendered by the city council.

(7) The city council shall review the record presented and will affirm or reverse in full or in part the action of the chief of police. All such appeals to the city council shall be on the record.

(8) The permitee or licensee may appeal the decision of the city council to the Sedgwick County District Court in the manner provided by state statute. Any appeal to the district court shall not stay the decision of the city council.

(9) For the purposes of subsections (1) and (5) above, if written notice is served by certified mail, return receipt requested, it shall be deemed sufficient upon the mailing of the notice to the most recent address on the application of the permitee or licensee."

SECTION 14. Section 3.72.120 of the Code of the City of Wichita, Kansas, shall read as follows: "**Qualifications for a private security permit.** To obtain a permit to work as a private security officer, a person must meet the following qualifications:

(1) Be at least eighteen (18) years of age;

(2) Be able to read and write the English language;

(3) Have no felony conviction, nor be currently under indictment, charge or information for, or on diversion or deferred judgment for a felony offense;

(4) Have no adjudication as a juvenile offender for an act that would constitute a felony if committed by an adult:

(a) within five (5) years preceding the date of application for a non-person offense, or

(b) within ten (10) years preceding the date of application for a person offense;

(5) Have no misdemeanor conviction, shall not be currently under indictment, charge or information for, or on diversion or deferred judgment for a misdemeanor offense or have been adjudicated to be a juvenile offender as a result of the commission of an act that would constitute a misdemeanor if committed by an adult:

(a) within five (5) years preceding the date of application for weapons charges, crimes of violence, or crimes involving physical force;

(b) within two (2) years preceding the date of application for any other misdemeanor crimes not included in subsection (5)(a);

(6) Have no history of or present mental or emotional impairment, unless, in the opinion of a licensed psychiatrist or psychologist, such impairment would not adversely affect the permittee's ability to carry out the duties of a private security officer."

SECTION 15. Section 3.72.1303 of the Code of the City of Wichita, Kansas, shall read as follows: "**Application for private security permit--Approval of issuance.**

(1) The application for a private security permit shall contain:

(a) A full set of the applicant's fingerprints;

(b) Two passport-sized color photographs of the applicant taken within the preceding thirty days;

(c) Proof of age and identity which must be provided by presentation of a government-issued photo ID.

(d) A letter from the agency stating that the applicant is being considered for employment;

(e) A drug screening test, the results of which are no older than 30 days preceding the date of application, which has been performed by a licensed laboratory certified to conduct such testing, indicating the applicant is free from the use of amphetamines, barbiturates, benzodiazepines, cannabinoid, cocaine metabolites, opiates and phencyclidine; and

(f) If the application is for a firearms permit, a letter from a licensed psychologist or psychiatrist, dated within the preceding six (6) months, stating that in his or her opinion the applicant does not suffer from any mental or emotional impairment which would adversely affect the applicant's abilities to carry out the duties of an armed private security officer or an armored car private security officer.

(2) All questions on the application form shall be answered truthfully and fully in the applicant's own handwriting. Falsifying or omitting any information requested on the application shall be cause for denying a permit. If a permit is denied for providing false information or making a false statement on an application, the applicant shall be ineligible to reapply for a permit under this chapter for one calendar year from the date of the permit denial.

(3) Private security officers shall be required to satisfactorily complete the private security officer course or courses of study approved by the chief of police within ninety days from the date of application; provided, however, that the chief of police may, upon written request and for good cause shown, extend the ninety day course completion requirement, or waive the training requirement."

SECTION 16. Section 3.72.140 of the Code of the City of Wichita, Kansas, shall read as follows: "**Permit - Information and display required.** Every person engaged in the business of or operating as a private security officer, under the provisions of this chapter, shall have a permit which includes a photograph, thumbprint and signature of the holder, and shall display said permit upon demand by any law enforcement officer. This permit will be in the form approved by the chief of police.

It is unlawful for any permit holder to engage in any activities within the purview of this chapter without having such permit in his or her possession. Upon suspension, revocation or expiration of this permit, it shall be surrendered immediately to the chief of police."

SECTION 17. Section 3.72.150 of the Code of the City of Wichita, Kansas, shall read as follows: "**Temporary Basic Private Security permit**. An individual meeting the requirements of Section 3.72.120 of this chapter may be issued a temporary basic private security permit to perform the duties of a private security officer for a period not to exceed ninety (90) days; provided, however, that the chief of police may, upon written request and for good cause shown, extend the ninety (90) day duration of a temporary permit. No such temporary permit may be renewed and no individual shall be eligible for more than one (1) temporary permit within a two (2) year period."

SECTION 18. Section 3.72.160 of the Code of the City of Wichita, Kansas, shall read as follows: "**Fees – permits and training – new and renewal.** The following fees are established for the permitting and training of private security officers. All fees are non-refundable and no fees shall be pro-rated:

(1) Permit fees:

(a) Initial permit:	$35.00
(b) Firearm permit upgrade	$15.00
(c) Additional permit (for private security officers employed by more than one agency):	$25.00
(d) Permit renewal:	$25.00
(e) Additional permit renewal:	$25.00
(f) Permit replacement:	$15.00
(g) Fingerprinting and criminal history records check:	Fee as set by the Kansas Bureau of Investigation

(2) Training fees:

(a) Basic training:	*
(b) Advanced training:	*
(c) Firearm training:	*
(d) Annual firearm proficiency testing	*

*Fees for training courses are set by designated training providers and are subject to review and approval by the chief of police."

SECTION 19. Section 3.72.170 of the Code of the City of Wichita, Kansas, shall read as follows: "**Permit duration.** (1) The permit fee for the private security permit shall be in accordance with the schedule contained in Section 3.72.160. No permit shall be issued for less than the full amount of such fee, and such permit shall be valid only for one (1) year from the date of issuance and upon expiration must be surrendered as herein provided or renewed.

(2) It is unlawful to act or perform the duties of a private security officer

within the city on an expired permit. If a permit is presented for renewal that has been expired for longer than 30 days, it shall be processed as an initial permit and assessed the fee as set forth in Section 3.72.160 of this Code.

(3) It is unlawful for a manager, owner, operator or any person in charge of any private security agency within the city to allow a person to work as a private security officer on an expired permit."

SECTION 20. Section 3.72.180 of the Code of the City of Wichita, Kansas, shall read as follows: "**Transferability of permits - Multiple permits.**

(1) No permit granted under the provisions of this chapter shall be transferable from one individual to another; or by an individual from employment by one private security agency to employment with another private security agency.

(2) An individual may hold multiple permits allowing such individual to be employed by more than one private security agency, however, no additional permit will be issued without written authorization from all private security agencies with which the individual is or seeks to be permitted. The fee for an additional permit shall be as set forth in Section 3.72.160."

SECTION 21. Section 3.72.190 of the Code of the City of Wichita, Kansas, shall read as follows: "**Termination of employment.** (1) It shall be unlawful for any agency that employs a private security officer, upon the termination such person's employment, to fail to immediately notify the police department of such termination and to collect the person's permit and surrender it to the police department. If for any reason such agency is unable to collect a permit upon termination of a private security officer,

notification of the police department shall be made in writing within ten (10) days explaining in full detail why the permit was not collected.

(2) It is unlawful for any private security officer regulated by the provisions of this chapter to fail to immediately surrender such person's permit upon termination of his or her employment as a private security officer. If the agency that employed the private security officer fails to collect the person's permit as required in subsection (1) herein, the person shall be responsible for turning in his or her permit to the police department."

SECTION 22. Section 3.72.200 of the Code of the City of Wichita, Kansas, shall read as follows: "**Permits allowed for persons not employed by a Private Security Agency.** The City recognizes that certain employers who are not required to be licensed under the provisions of this Chapter, and whose employees are not required to be permitted under this Chapter may nonetheless desire that select employees obtain a private security permit. Such permits may be authorized by the chief of police under the following circumstances:

(1) The employer must not be a private security agency as defined by Section 3.72.010(18) of this Code.

(2) The employee must meet all requirements of the particular permit for which he or she is applying, except those made inapplicable by this section.

(3) As a part of the permit application, the employee must have a written request from his or her current employer that such employee be allowed to obtain a private security permit.

(4) The employee must obey all the requirements of this Chapter and any other ordinance of the City of Wichita that is applicable to a person who holds a valid

private security permit, including the requirement that the person surrender his or her permit upon termination of employment."

SECTION 23. Section 3.72.210 of the Code of the City of Wichita, Kansas, shall read as follows: "**Firearm permit – Issued by chief of police, requirements.** A firearm permit shall be issued to a private security officer by the chief of police provided that:

(1) no firearm permit shall be issued to any person who has not attained the age of 21 years; and

(2) the private security officer is not prohibited from lawfully possessing a firearm by any federal, state or local law; and

(3) the private security officer presents satisfactory proof that he or she has completed the required course of training; and

(4) the private security officer is currently in possession of an advanced private security permit or a temporary permit issued to an armored car private security officer prior to the firearm permit being issued; and

(5) the agency employing the private security officer provides a written statement that he or she is required to carry a firearm in order to perform the duties of employment."

SECTION 24. Section 3.72.220 of the Code of the City of Wichita, Kansas, shall read as follows: **"Firearm permit – Fee, duration, expiration.** A fee according to the schedule set forth in 3.72.160 shall be charged for each firearm permit. A firearm permit shall be valid only for one year from the date of issuance and upon expiration must either be renewed or surrendered as provided in this chapter."

SECTION 25. Section 3.72.230 of the Code of the City of Wichita, Kansas, shall read as follows: "**Firearm permit – Training required.** All persons initially applying for a firearm permit shall be required to complete and satisfactorily pass a firearm training and qualification course as approved by the chief of police. All persons seeking to renew an existing firearm permit shall be required to complete and satisfactorily pass a firearm qualification course as approved by the chief of police. The required training and/or qualification course must be completed prior to the firearm permit being issued or renewed."

SECTION 26. Section 3.72.240 of the Code of the City of Wichita, Kansas, shall read as follows: "**Firearm permit – Limited to authorized firearm only, information required.** (1) The chief of police shall approve the make, model and caliber of all firearms which may be carried pursuant to a firearm permit. Only a specific firearm of the type approved by the chief of police shall be carried pursuant to a firearms permit.

(2) The make, model, caliber and serial number of the specific firearm shall be noted on the private security officer's permit which shall be in his or her possession at all times when the authorized firearm is carried, and failure to do so is considered a violation of this ordinance."

SECTION 27. Section 3.72.250 of the Code of the City of Wichita, Kansas, shall read as follows: "**Firearm permit – Duty to report change in status.** (1) Every person possessing a firearm permit shall be required to report to the chief of police any change in such person's permit status of either advanced private security and firearm or armored car private security.

(2) It shall also be the duty of every private security agency to notify the chief of police of any employee's change in permit status of either advanced private security and firearm or armored car private security.

(3) Every person possessing a firearm permit issued pursuant to this chapter shall be required to report immediately to the chief of police if such person becomes ineligible to possess a firearm under any federal, state or local law.

(4) If any private security agency becomes aware that any employee of such agency has become ineligible to possess a firearm under any federal, state or local law, it shall be the duty of such agency to report such information immediately to the chief of police.

(5) Failure to make any report as required in this section shall constitute a misdemeanor and shall be punishable as set forth in Section 3.72.340."

SECTION 28. Section 3.72.260 of the Code of the City of Wichita, Kansas, shall read as follows: "**Firearm – when carrying prohibited.** (1) Every person possessing a firearm permit under this chapter shall carry such firearm only while traveling directly from the person's residence to the person's place of employment, during the person's tour of duty while actively engaged as a private security officer, and while traveling directly from the person's place of employment to the person's residence.

(2) Carrying a firearm into any tavern, private club or drinking establishment is prohibited, except that this prohibition shall not apply to a person possessing an armored car private security permit while actively engaged in the duties of his or her employment.

(3) Carrying of any firearm other than the firearm specifically authorized by the private security officer's firearm permit is prohibited.

(4) Failure to comply with any of the provisions set forth in this section shall be considered a violation of this ordinance and shall be punishable as set forth in 3.72.340."

SECTION 29. Section 3.72.270 of the Code of the City of Wichita, Kansas, shall read as follows: **"Firearm – Discharge of firearm.** Any holder of a firearm permit who discharges the holder's firearm within the city limits at any time other than while at an approved range shall immediately report the same to the police department. Failure to make the required report shall be considered a violation of this ordinance and shall be punishable as set forth in 3.72.340."

SECTION 30. Section 3.72.280 of the Code of the City of Wichita, Kansas, shall read as follows: **"Firearms Permit – suspension/revocation, grounds therefore and right to hearing.** The chief of police may suspend or revoke any firearm permit provided that the holder of the permit shall immediately be given notice of the cause of such suspension or revocation and an opportunity to be heard as set forth in Section 3.72.110."

SECTION 31. Section 3.72.290 of the Code of the City of Wichita, Kansas, shall read as follows: "**Uniform requirements.** (1) Every permitted private security officer shall, at a minimum, display on the outermost garment the name of the private security agency or armored car service by whom the permitted security officer is employed, the word "Security" and identification which contains the last name of the private security

officer, except that uniforms worn by a permitted armored car private security officer may display the word “Armored” instead of the word, “Security”.

(2) The name of the private security agency and the word “Security” or “Armored” shall be of a size, style, shape, design and type which is clearly visible by a reasonable person under normal conditions.

(3) Such uniforms and any insignias worn by a permitted private security officer shall be distinctively different from those worn by officers of the Wichita Police Department, the Sedgwick County Sheriff’s Office, the Kansas Highway Patrol, or any reserve component of the foregoing agencies.”

SECTION 32. Section 3.72.300 of the Code of the City of Wichita, Kansas, shall read as follows: “**Uniforms – prohibited acts.** (1) It is unlawful for any private security officer to wear a uniform or display any badge, shoulder patch, logo or any other insignia or identification which contains the words “Law Enforcement” and/or similar word(s) including, but not limited to: police, agent, enforcement agent, detective, task force, fugitive recovery agent or any other combination of names which gives the impression that the bearer is in any way connected with the federal government, state government or any political subdivision of a state government.

(2) It is unlawful for any person to wear a private security uniform as required in Section 3.72.290 until a private security permit has been issued to such individual by the chief of police.

(3) It is unlawful for any permitted private security officer to wear a private security uniform as required in Section 3.72.290 or any other distinctive badge, shoulder patch, logo or other insignia or identification except as follows:

(a) Directly from the individual's residence to the individual's place of employment;

(b) During the individual's tour of duty while actively engaged as a private security officer; and

(c) Directly from the individual's place of employment to the individual's residence.

(4) It is unlawful for any permitted private security officer to wear a private security uniform or any other distinctive uniform, badge, shoulder patch, logo or other insignia or identification into any tavern, private club or drinking establishment, except when the establishment has employed the private security officer to work in the capacity as a private security officer. Further, this prohibition shall not apply to a person possessing an armored car private security permit while actively engaged in the duties of his or her employment."

SECTION 33. Section 3.72. 310 of the Code of the City of Wichita, Kansas, shall read as follows: "**Vehicles.** The vehicles used to conduct the business of a private security agency or armored car service within the City of Wichita by any licensee shall be of a design and color scheme distinctly different from that of the marked patrol vehicles of the Wichita Police Department, the Sedgwick County Sheriff's Office and the Kansas Highway Patrol. In addition, such vehicles shall be equipped only with lighting devices as required or authorized by state law and city ordinance. The word or words, "Security" or "Private Security" or "Armored" shall be prominently displayed on both sides of such vehicles, with the letters being of a size, style, shape, design and type which is clearly visible by a reasonable person under normal conditions.

No vehicle shall have the word "Police" painted, placed or otherwise displayed upon such vehicle, nor shall any insignia be painted, placed or otherwise displayed upon such vehicle which is similar to, or which could be confused with, a law enforcement vehicle.

SECTION 34. Section 3.72.320 of the Code of the City of Wichita, Kansas, shall read as follows: **"Arrest by a private person.** A private security officer may exercise the power of making a citizen's arrest only as set forth in K.S.A. 22-2403 and Section 3.72.010(9) of this code."

SECTION 35. Section 3.72. 330 of the Code of the City of Wichita, Kansas, shall read as follows: "**Impersonating a private security officer.** Any person who shall wear a private security uniform or badge, or shall otherwise represent himself or herself to be a private security officer while such person is not duly permitted under this chapter to exercise the duties of a private security officer shall be deemed guilty of a misdemeanor."

SECTION 36. Section 3.72.340 of the Code of the City of Wichita, Kansas, shall read as follows: "**Penalty.** Any person, who, within the corporate limits of the City of Wichita, violates any of the provisions of this chapter, or fails to comply with any requirements of this chapter shall be guilty of a misdemeanor and shall be punished by a fine of not less than $100 nor in excess of $2,500."

SECTION 37. The original of Chapter 3.72 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 38. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon adoption and publication in the official city newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
Carl Brewer, Mayor

Attest:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

Agenda Item No. 11a.

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council

SUBJECT: Resolution Encouraging a Community Response for Clean Air (Outdoor Air) (All Districts)

INITIATED BY: Environmental Services Department

AGENDA: New Business Agenda

- -

Recommendation: Adopt the resolution (Attachment 1).

Background: For many years Wichita has been close to violating the Environmental Protection Agency's (EPA) National Ambient Air Quality Standard for ozone, a common outdoor air pollutant and primary component of smog. Throughout this period, the City of Wichita and, in particular, the Environmental Services (ES) Department has worked with EPA, the Kansas Department of Health and Environment (KDHE), as well as local organizations, businesses, industries, neighborhood associations and government agencies to voluntarily reduce emissions that cause ozone pollution. The ES Department has coordinated these efforts by implementing community initiatives and activities through the City Manager's Wichita Air Quality Improvement Task Force.

In March of this year, EPA lowered the national ozone standard from 0.85 parts per million (ppm) to 0.75 ppm due to health concerns. (Attachment 2 – Wichita Press Release dated March 13, 2008) KDHE and EPA will use data from 2006, 2007, and 2008 to make a compliance determination. ES staff won't have the final data collected and approved until the end of November or later. Because of the uncertain ozone results and the timing of the new EPA requirements, KDHE has recently informed the City, that it must begin the process of evaluating Wichita for nonattainment. (See Attachment 3 - KDHE Letter dated June 11, 2008) If, at the end of October, the ozone standard has **not** been violated, KDHE has stated it will recommend that Wichita should continue as an "attainment" area. The Council Resolution will direct staff to take actions this summer and in the future for staying in ozone attainment and encourage all citizens, organizations, businesses, industry and governments in the Wichita MSA to do the same.

Analysis: It is vitally important that Wichita stays in compliance and maintains its current ozone attainment status for many reasons including negative public health impacts and negative impacts on economic development. If the community collectively and voluntarily can take action quickly, it is possible that Wichita can avoid a recommendation for nonattainment. According to EPA rules, a designation for Wichita nonattainment will include the entire Wichita Metropolitan Statistical Area (Wichita MSA - Counties of Sedgwick, Butler, Harvey and Sumner).

Goal Impact: This action supports the goals for Safe and Secure Communities.

Financial Considerations: There are no funding commitments associated with this resolution. There are financial impacts with a "nonattainment" designation. In 2005, the ES Department developed a cost estimate if the Wichita MSA became an ozone nonattainment area. Using data compiled from seven nonattainment cities across the U.S., it was found that for an MSA the size of Wichita, the estimated cost to local government, local businesses, and citizens would be approximately $10,000,000 per year for at least ten years.

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

Recommendations/Actions: It is recommended that the Council adopt the resolution.

Attachment 1 Resolution
Attachment 2 Wichita Press Release dated March 13, 2008
Attachment 3 KDHE Letter dated June 11, 2008

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, ENCOURAGING A COMMUNITY RESPONSE FOR CLEAN AIR

WHEREAS, clean air is critical to the quality of life of Wichita citizens and our surrounding neighbors, and

WHEREAS, the level of ozone in Wichita air samples has been steadily increasing, posing a threat to the area's economy and health, and

WHEREAS, non-compliance with newly-lowered EPA standards for ozone levels will result in as much as a $10 million annual negative impact on our local economy, and

WHEREAS, the personal actions of citizens of Wichita and surrounding communities can have a direct effect on the lowering of our ozone levels, and

WHEREAS, businesses and industries in the Wichita area can also play an important role in maintaining our air quality;

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

The City of Wichita staff shall take appropriate action for attainment of EPA ozone standards,

And, all local governments, businesses, industry and private citizens in the Wichita Metropolitan Service Area (MSA) are encouraged to join the City of Wichita in finding solutions to reduce air pollution and protect the well being of our community;

PASSED AND APPROVED THIS 17th DAY OF JUNE 2008.

THE CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

CITY NEWS

Community Relations Office
455 N. Main Wichita, KS 67202
(316) 268-4351 FAX (316) 268-4519
www.wichita.gov

DATE: March 13, 2008 FOR IMMEDIATE RELEASE

CONTACT: Kay Johnson, Director Environmental Services, 268-8351 kjohnson@wichita.gov

****Media Advisory****

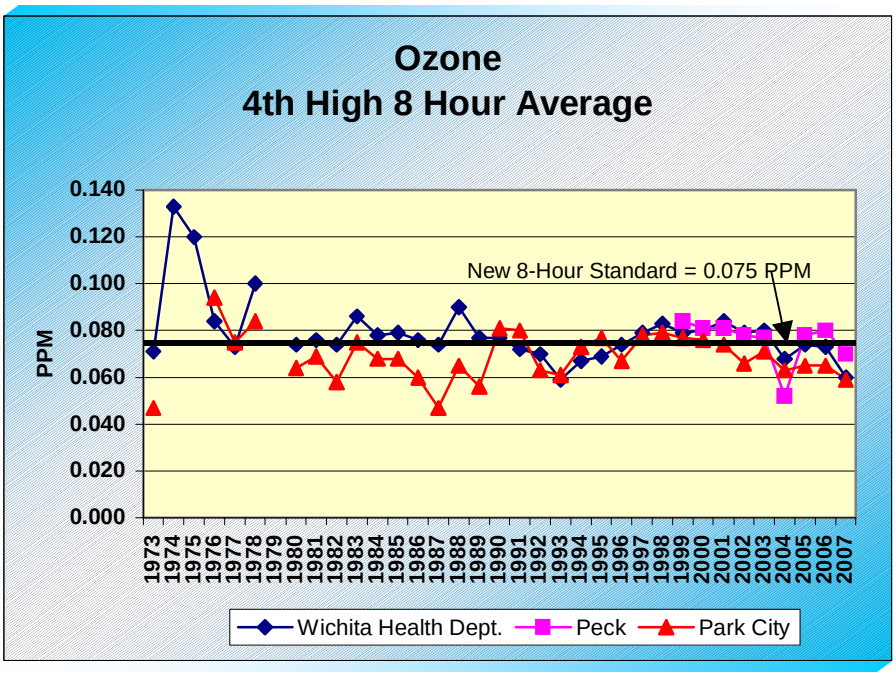
EPA Revises Federal Ozone Standard

Wichita's Numbers Are On the Line

The City of Wichita is still evaluating the impact of the EPA's revised ozone standards, which were released on Wednesday, March 12. Ground-level ozone is the primary component of smog and the new standard is 0.075 parts per million (ppm). The revision reflects new evidence about ozone and public health effects. The previous standard was 0.080 ppm (or 0.085 ppm with rounding factors).

"It is too early to know whether or not Wichita will stay compliance with the EPA's new ozone standard or if the community will be out of compliance (nonattainment)," Kay Johnson, Director Environmental Services, said.

Three monitors measure ozone levels in Sedgwick County. One is near the Sedgwick-Sumner County line at Peck to measure air moving in from the south. Another is at Park City to measure the air as it moves through Wichita. The third monitor is located at the City's Environmental Services Building at 1900 E. Ninth Street (Wichita Health Department), to measure the air near the central downtown corridor. As depicted in the chart below, Wichita's ozone levels have been close to exceeding standards for many years. Wichita and area organizations have worked diligently to keep the community in compliance but the new standards are presenting a difficult challenge.



Voluntary Vehicle Emissions
455 N. Main Wichita, KS 67202
(316) 268-4351 FAX (316) 268-4519
www.wichita.gov

Ozone concentrations at two of the three monitoring sites currently demonstrate compliance based on the previous three years of 2005, 2006 & 2007, but it is exceeded at Peck. The monitor at 1900 E 9th St is also close to exceeding the new standard. The three-year averages for the monitors are: Peck – 0.076 ppm, Park City - 0.062 ppm and Environmental Services (Wichita Health Department) – 0.069 ppm. The uncertainty is that compliance depends on the readings at the monitoring sites during the 2008 ozone season (April to October). EPA will use data from 2006, 2007, & 2008 to make its compliance determination.

Ozone Health Effects:

If Wichita's ozone levels are exceeding the new standards (0.075 ppm), residents may experience increased health effects. Ozone can harm people's lungs. People with asthma or other lung diseases, as well as those who spend a lot of time outside may be particularly vulnerable. The positive effects for this new standard will be largely related to improved health and environmental benefits.

Wichita MSA Communities and Cities Could Be Impacted:

If any one ozone monitor exceeds the new standard, the entire Wichita Metropolitan Statistical Area (MSA, or cities in Sedgwick, Butler, Harvey, and Sumner counties) will be in violation. The cost for getting back to compliance is high.

Negative effects include:

1) increased requirements for road projects to prove that projects don't contribute to additional air pollution;

2) increased requirements that could limit plans of existing businesses and might discourage new businesses in locating to Wichita; and

3) increased requirements for citizens including possible mandatory annual vehicle emissions testing and car-pooling.

Individuals can reduce air emissions. See Attachment: Tips for Keeping Our Air Plain.

Ozone Is Caused by the Reaction of Sunlight and Air Emissions:

Ground-level ozone is not emitted directly into the air, but is created by the reaction of nitrogen oxides and volatile organic compounds in the presence of sunlight. Emissions from industrial facilities, electric utilities, motor vehicle exhaust, gasoline vapors, and chemical solvents are the major man-made sources of these ozone precursors. Ozone levels are dependent on many factors including weather and every day activities such as driving a vehicle, construction activities, operating a business or hundreds of other activities that uses a fuel or emits organic pollution.

The Cost Impact:

In 2005, the Wichita Environmental Services Department developed a cost estimate if the Wichita MSA became an ozone nonattainment area. Using data compiled from seven nonattainment cities across the U.S., for an MSA the size of Wichita, the estimated cost to local government, local businesses, and citizens would be approximately $10 million a year for at least ten years.

EPA Timeline:

By June 2009, the state of Kansas must make recommendations for areas to be designated attainment (in compliance) and nonattainment (out of compliance). By June 2010, EPA will make final designation decisions.

Voluntary Vehicle Emissions
455 N. Main Wichita, KS 67202
(316) 268-4351 FAX (316) 268-4519
www.wichita.gov

After that, the state of Kansas (along with the Wichita MSA) will be required to identify what requirements will be implemented to reduce the pollution.

Wichita Will Evaluate Regulations and Data To Determine Next Steps:

The City of Wichita has had in place for many years an active community Air Quality Improvement Task Force. This group, comprised of businesses, industries, government agencies and organizations, meets monthly during the ozone season. These entities have worked to keep the community in compliance through implementation of voluntary pollution prevention measures as well as education activities. During the next few months the committee and City staff will evaluate the regulations and data to determine what next steps should be recommended to the City Manager, the Wichita City Council and other MSA communities.

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, ENCOURAGING A COMMUNITY RESPONSE FOR CLEAN AIR

WHEREAS, clean air is critical to the quality of life of Wichita citizens and our surrounding neighbors, and

WHEREAS, the level of ozone in Wichita air samples has been steadily increasing; posing a threat to the area's economy and health, and

WHEREAS, non-compliance with newly-lowered EPA standards for ozone levels will result in as much as a $10 million annual negative impact on our local economy, and

WHEREAS, the personal actions of citizens of Wichita and surrounding communities can have a direct effect on the lowering of our ozone levels, and

WHEREAS, businesses and industries in the Wichita area can also play an important role in maintaining our air quality;

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

The City of Wichita staff shall take appropriate action for attainment of EPA ozone standards,

And, all local governments, businesses, industry and private citizens in the Wichita Metropolitan Service Area (MSA) are encouraged to join the City of Wichita in finding solutions to reduce air pollution and protect the well being of our community;

PASSED AND APPROVED THIS 17th DAY OF JUNE 2008.

THE CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Tips to Keep Our Air Plain

- Refuel your car after 6 pm.
- Cut your grass after 6 pm.
- Keep lawnmowers and other small engines properly tuned.
- Conserve electricity, don't over cool (78 degrees in summer) or heat buildings (68 degrees in winter), turn off lights and appliances, use Compact Fluorescent Light Bulbs (CFLs).
- Look for the energy star label when purchasing computers, TVs, VCRs, appliances, lighting, etc.
- Drive less; keep your car well maintained, and your tires properly inflated.
- Don't idle your vehicle engine unnecessarily. Turn off engine.
- Purchase low-emitting and fuel-efficient vehicles.
- Combine your errands into one trip.
- Bike or walk when possible (health benefits are the bonus).
- To protect your health, avoid strenuous outdoor activities when ozone levels are high. Use the Air Quality Index to check Wichita's air quality first.

(http://www.wichita.gov/CityOffices/Environmental/AirQuality/)

Department of Environmental Services
1900 E. 9th Street
Wichita, KS 67214
(316) 268-8351
www.wichita.gov

KANSAS
DEPARTMENT OF HEALTH
AND ENVIRONMENT
Division of Environment

Kathleen Sebelius, Governor
Roderick L. Bremby, Secretary

www.kdheks.gov

June 11, 2008

Kay Johnson, Director
Dept. of Environmental Services
1900 E. 9th Street
Wichita, KS 67214

Dear Ms. Johnson,

KDHE and our local Air Quality Improvement Task Force have been working closely together for a number of years to raise awareness of air quality issues and to educate the public and local businesses on what they can do to help out. As you may be aware, the U.S. Environmental Protection Agency recently revised the National Ambient Air Quality Standards for Ozone. The new 2008 ozone standard is an 8-hour average concentration of 75 parts per billion. As a result of this revised standard, the state of Kansas must evaluate areas of the state for noncompliance with the ozone standard. This evaluation is conducted for counties that contain or are nearby to an air monitoring station that is monitoring violations of the standard. The outcome of the designation process will be a recommended list of counties in the state that currently monitor or are contributing to 8-hour ozone violations. The evaluation of counties under the new ozone standard has just recently begun.

We will be holding a series of meetings in the Wichita area to discuss the designation process for this recently revised standard. We would like to include county commissioners as well as local government representatives, economic development staff and businesses within these counties. The initial meeting will be a discussion of what the revised ozone standard means for the Kansas counties that make up and surround the Wichita Metropolitan Area as well as the process the state will take in making a designation recommendation to the U.S. EPA regarding these counties.

BUREAU OF AIR AND RADIATION
CURTIS STATE OFFICE BUILDING, 1000 SW JACKSON ST., STE. 310, TOPEKA, KS 66612-1366
Voice 785-296-6024 Fax 785-296-7455 www.kdheks.gov

Information that you can provide pertaining to economic, employment, and population growth will assist the state in making a more-informed decision about which counties will be recommended for an ozone nonattainment designation. As you may know, growth projection information assists the state in determining areas that may be a contributor to ozone formation due to their increasing area, mobile, and point sources of ozone-forming pollutants (e.g. volatile organic compounds or nitrogen oxides).

The schedule for developing the recommendation is rigorous because the state must submit a recommendation for every Kansas county by March 12, 2009. Therefore, we plan to meet with groups of stakeholders starting on June 26. We ask that you or an appropriate representative for your county, city or business attend this meeting. Also, please feel free to include others who you feel may be impacted by this revised standard or should be part of the designation process.

The meeting will be held on June 26, 2008, at the Wichita City Hall, 455 N. Main, First Floor, Wichita, KS. The meeting will be held in the city council chamber from 10 a.m. to 12 p.m. We hope that you or an appropriate representative for your county or city will be able to attend. If you have any questions, please do not hesitate to call Mr. Douglas Watson with the Kansas Department of Health and Environment's Bureau of Air and Radiation at 1000 SW Jackson, Suite 310, Topeka, KS 66612 or by phone at (785) 296-0910. Thank you for your attention to this matter.

Sincerely,

Rick Brunetti

Rick Brunetti, Director
Bureau of Air and Radiation
Kansas Department of Health and Environment

RB/dlw

June 17, 2008
City Council Hearing
Removal of Dangerous Structures Case Summary

Address	Cncl. Dist.	Hsng. Case Age	CLEAN Team Invlvmnt?	Cndm. Init. Date	BCSA Hrng. Date	Owner/ Rep. At BCSA ?	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Board-up & Clean-up Assmnts.
546 N. Madison	I	1 yr. 2 mos.	No	02/25/08	04/07/08	No	10/10	Secure	Mowed and maintained	2004, 2005, 2006 and 2007 taxes are delinquent in the amount of $979.07.	None
537 N. Estelle	I	8 mos.	No	02/25/08	04/07/08	No	10/10	Secure	Tall grass and weeds	Current	2007 special assessment for board-up in the amount of $272.34.
1212 N. Wabash	I	10 mos.	No	02/25/08	04/07/08	No	10/10	Secure	Maintained	2006 and 2007 taxes are delinquent in the amount of $477.07, which includes specials.	2007 special assessment for weed cutting in the amount of $116.50 and 2008 special assessment for lot cleanup in the amount of $698.18.
1301 N. Indiana	I	7 yrs. 9 mos.	No	02/25/08	04/07/08	No	10/10	Secure	Scattered debris, tall grass and gang graffiti on the accessory structure.	Current	None
1123 N. Spruce	I	8 yrs. 2 mos.	No	02/25/08	04/07/08	No	10/10	Secure	Overgrown	Current	2008 special assessment for weed cutting in the amount of $119.30
1102 N. Green	I	9 yrs. 3 mos.	No	02/25/08	04/07/08	No	10/10	Unsecure north side window	Good	2007 taxes are delinquent in the amount of $931.94, which includes specials.	2007 special assessment for lot cleanup in the amount of $745.35.

June 17, 2008
City Council Hearing
Removal of Dangerous Structures Case Summary

Address	Cncl. Dist.	Hsng. Case Age	CLEAN Team Invlvmnt?	Cndm. Init. Date	BCSA Hrng. Date	Owner/ Rep. At BCSA ?	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Board-up & Clean-up Assmnts.
1201 N. Green	I	6 yrs. 9 mos.	No	02/25/08	04/07/08	Yes	10/10	Secure	Tree debris, tall grass and weeds	2006 and 2007 taxes are delinquent in the amount of $617.22, which includes specials.	None
1323 N. Volutsia	I	1 yr. 8 mos.	No	02/25/08	04/07/08	No	10/10	Open basement door	Bulky waste, tall grass and weeds	2004, 2005, 2006 and 2007 taxes are delinquent in the amount of $2104.53, which includes specials.	2007 special assessment for lot cleanup in the amount of $1252.37 and 2008 special assessment for lot cleanup and board-up's in the amount of $1257.87.
2044 N. Kansas	I	6 yrs. 8 mos.	No	02/25/08	04/07/08	No	10/10	Secure	Piles of wood, tree debris, tall grass and weeds	2003, 2004, 2005, 2006 and 2007 taxes are delinquent in the amount of $1829.13, which includes specials. It is in foreclosure.	2007 special assessment for front street paving in the amount of $106.07 and 2008 special assessment for front street paving in the amount of $106.07.
3723 E. Funston	III	1 yr.	No	02/25/08	04/07/08	No	10/10	Secure	Tall grass and weeds	2007 taxes are delinquent in the amount of $1129.75.	2008 special assessment for weed cutting in the amount of $119.30

DATE: May 23, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 546 North Madison

LEGAL DESCRIPTION: Lot 26 and 28, on Locust now Madison, Stites Bros Second Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 32x24 feet in size. Vacant for at least one (1) year, this structure has shifting and cracking concrete block basement walls; missing wood lap and aluminum siding; sagging and badly worn composition roof; rotted and missing wood trim and framing members; and the two accessory structures are dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: May 23, 2008

BCSA GROUP # 3

ADDRESS: 546 North Madison

ACTIVE FIELD FILE STARTED: March 19, 2007

NOTICE(S) ISSUED: Since March 19, 2007, notice of improvements and several violation notices have been issued. Central Inspection staff had contact with Janet Goudeau who advised her husband was deceased and she was unaware of the open housing case. Another notice of improvement was issued and the process was started over with current owner.

PRE-CONDEMNATION LETTER: October 11, 2007

TAX INFORMATION: The 2004, 2005, 2006 and 2007 taxes are delinquent in the amount of $979.07.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Mowed and maintained.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: From May 20, 1993 through December 20, 2007 there have been twenty-five reported police incidents at this location including (4) battery, destruction to auto, aggravated assault stabbing/cutting, disturb peace fighting, forcible rape, auto theft not recovered, burglary residence no force day, abduction kidnapping, (2) child abuse, (3) lost miscellaneous property, field interview observation, aggravated assault clubbing, runaway, larceny b auto accessories, miscellaneous officers, miscellaneous report, larceny b all other, violation of district court order and burglary residence.

FORMAL CONDEMNATION ACTION INITIATED: February 25, 2008

RECENT DEVELOPMENTS: repairs have been made and the structure is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the April 7, 2008 BCSA hearing there was no one present to represent this property.

Board Member Coonrod made a motion to refer the property to the City Council with a

recommendation of condemnation, with ten days to begin razing the structure and ten days to complete the demolition. Board Member Willenberg seconded the motion. The motion carried.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: May 23, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 537 North Estelle

LEGAL DESCRIPTION: Lots 17 and 19, on Mabel Avenue, now Estelle Avenue, Mossman's Second Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 45x28 feet in size. Vacant for at least five (5) years, this structure has shifting and cracking block basement walls; rotted and missing wood lap siding; badly worn composition roof, with holes and missing shingles; and the wood trim and framing members are rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: May 23, 2008

BCSA GROUP # 3

ADDRESS: 537 North Estelle

ACTIVE FIELD FILE STARTED: September 24, 2007

NOTICE(S) ISSUED: Since September 24, 2007, several notice of improvements and violation notices have been issued. Central Inspection staff has completed an emergency board-up on this property at a cost of $260.90.

PRE-CONDEMNATION LETTER: October 26, 2007

TAX INFORMATION: Current

COST ASSESSMENTS/DATES: There is a 2007 special assessment for board-up in the amount of $272.34.

PREMISE CONDITIONS: Tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: Open case

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: From May 15, 1995 through June 10, 2007 there have been five reported police incidents at this location including disturb the peace fighting, attempt to locate person/s, battery, other drivers license violation and aggravated robbery from person.

FORMAL CONDEMNATION ACTION INITIATED: February 25, 2008

RECENT DEVELOPMENTS: No repairs have been made and the structure is secure.

OWNER'S PAST CDM HISTORY: This owner has had two other properties in condemnation. Both properties were demolished by the City of Wichita in November 2006.

BOARD OF C.S.&A. RECOMMENDATION: At the April 7, 2008 BCSA hearing no one was present to represent this property at the hearing.

Board Member Coonrod made a motion to refer the property to the City Council with a

recommendation of condemnation, with ten days to start demolition and ten days to complete the demolition. Board Member Hentzen seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: May 23, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1212 North Wabash

LEGAL DESCRIPTION: Lot 86 and 88, on Wabash Avenue, in H.O. Burleigh's Third Addition to the City of Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story dwelling about 22x36 feet in size. Vacant for at least six (6) months, this structure has a cracking concrete foundation, with missing and damaged aluminum siding; sagging composition roof with missing shingles; deteriorating front and rear porches; and the wood trim and framing members are damaged and rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date

Enforcing Officer

DATE: May 23, 2008

BCSA GROUP # 3

ADDRESS: 1212 North Wabash

ACTIVE FIELD FILE STARTED: August 16, 2007

NOTICE(S) ISSUED: Since August 16, 2007, notice of improvements and violation notices have been issued. Wichita Police Department informed Central Inspection of drug, prostitution and vagrancy activity occurring at this location prior to the structure being secured. There has been a Uniform Criminal Complaint issued regarding this property and there is an open Environmental case on this property.

PRE-CONDEMNATION LETTER: October 18, 2007

TAX INFORMATION: The 2006 and 2007 taxes are delinquent in the amount of $477.07, which includes specials.

COST ASSESSMENTS/DATES: There is a 2007 special assessment for weed cutting in the amount of $116.50 and 2008 special assessment for lot cleanup in the amount of $698.18.

PREMISE CONDITIONS: Premise is maintained.

VACANT NEGLECTED BUILDING REPORT: Open case

NUISANCE ABATEMENT REPORT: Weed mowing on August 2, 2006 in the amount $111.64. Lot cleanup on June 4, 2004 in the amount of $364.32 and November 27, 2007 in the amount of $605.42.

POLICE REPORT: From May 15, 1992 through September 3, 2007 there have been fourteen reported police incidents at this location including (2) battery, unlawful possession non-narcotic drug, abduction kidnapping, draw deadly weapon, forcible rape, murder negligent manslaughter, miscellaneous officers, violation of road and driving laws other violation, (2) larceny b all other, auto theft not recovered, miscellaneous report and other drivers license violation.

FORMAL CONDEMNATION ACTION INITIATED: February 25, 2008

RECENT DEVELOPMENTS: Minor repairs to siding end caps and electrical service is established. Structure is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S. & A. RECOMMENDATION: At the April 7, 2008 BCSA hearing there was no one present on behalf of this property.
Board Member Coonrod made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to commence the demolition and ten days to complete the removal of the structure. Board Member Willenberg seconded the motion. The motion passed.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: May 23, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1301 North Indiana

LEGAL DESCRIPTION: The South 8 1/3 feet of Lot 45 and all of lot 47, on Cherry Street, now Indiana Avenue, in H.O. Burleigh's Third Addition to the City of Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 36x22 feet in size. Vacant for at least seven (7) years, this structure has a cracking block foundation; missing vinyl siding; sagging composition roof, with missing shingles; deteriorating front porch; rotted wood trim and framing members; and the 16x20 foot accessory structure is deteriorating.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: May 23, 2008

BCSA GROUP # 3

ADDRESS: 1301 North Indiana

ACTIVE FIELD FILE STARTED: August 23, 2000

NOTICE(S) ISSUED: Since August 23, 2000, several notice of improvements and numerous violation notices have been issued. In 2001, 2002, and 2006 some work progressed on this the property.

PRE-CONDEMNATION LETTER: October 1, 2007

TAX INFORMATION: Current

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Scattered debris and tall grass.

VACANT NEGLECTED BUILDING REPORT: Open case

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: None

FORMAL CONDEMNATION ACTION INITIATED: February 25, 2008

RECENT DEVELOPMENTS: No repairs have been made and the structure is secure. There is an open graffiti case due to gang graffiti on the accessory structure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the April 7, 2008 BCSA hearing no representative was present on behalf of this property.

Board Member Hentzen made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to begin wrecking and ten days to finish the demolition. Board Member Willenberg seconded the motion. The motion carried.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: May 23, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1123 North Spruce

LEGAL DESCRIPTION: Lot 29 and 31, Tenth Street Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24x30 feet in size. Vacant for at least seven (7) years, this structure has shifting and cracking concrete basement walls; missing asbestos siding; sagging composition roof; deteriorating front porch; and the wood trim and framing members are rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: May 23, 2008

BCSA GROUP # 3

ADDRESS: 1123 North Spruce

ACTIVE FIELD FILE STARTED: April 17, 2000

NOTICE(S) ISSUED: Since April 17, 2000, numerous notice of improvements and violation notices have been issued. In October 2003 this property was sold at tax sale. In December 2003, staff learned there possibly had been issues concerning the sale of this property; the first mortgage company was not properly notified. Central Inspection staff has completed an emergency board-up on this property at a cost of $76.00. It should be noted that this property is located across the street from a grade school.

PRE-CONDEMNATION LETTER: September 25, 2007

TAX INFORMATION: Current

COST ASSESSMENTS/DATES: There is a 2008 special assessment for weed cutting in the amount of $119.30.

PREMISE CONDITIONS: Overgrown

VACANT NEGLECTED BUILDING REPORT: Open case

NUISANCE ABATEMENT REPORT: Weed mowing on October 30, 2007 in the amount of $114.99.

POLICE REPORT: From February 26, 1993 through November 26, 1996 there have been five reported police incidents at this location including (2) battery and (3) disturb the peace phone call domestic violence.

FORMAL CONDEMNATION ACTION INITIATED: February 25, 2008

RECENT DEVELOPMENTS: No repairs have been made and the structure is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the April 7, 2008 BCSA hearing no one attended the hearing as a representative of this property.

Board Member Coonrod made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to start demolition and ten days to

complete the demolition. Board Member Hentzen seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: May 23, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1102 North Green

LEGAL DESCRIPTION: Lot 1 and 3, Block 4, Esterbrook Park Addition to Wichita, Kansas, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 30x32 feet in size. Vacant for at least nine (9) months, this structure has rotted sill plate; deteriorating wood lap siding; sagging and badly worn roof, with missing shingles; deteriorating rear porch; rotted framing members; and the 20x24 foot accessory structure is dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. The building has parts, which are so attached that they may fall and injure other property or the public.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: May 23, 2008

BCSA GROUP # 3

ADDRESS: 1102 North Green

ACTIVE FIELD FILE STARTED: February 27, 1999

NOTICE(S) ISSUED: Since February 27, 1999, numerous notice of improvements and violation notices have been issued. In July 1999, the Wichita Police Department raided this property for associated drug activity. From October 1999 through April 2004 some repairs progressed slowly. In June 2007, the Wichita Police Department was again concerned regarding this property and its associated drug activity.

PRE-CONDEMNATION LETTER: July 30, 2007

TAX INFORMATION: The 2007 taxes are delinquent in the amount of $931.94, which includes specials.

COST ASSESSMENTS/DATES: There is a 2007 special assessment for lot cleanup in the amount of $745.35.

PREMISE CONDITIONS: Good

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: Lot cleanup on January 11, 2007 in the amount of $644.66.

POLICE REPORT: From August 26, 1992 through June 17, 2007 there have been twenty-two reported police incidents at this location including (4) battery, (3) miscellaneous report, (2) miscellaneous officers, simple assault other, disorderly conduct other, suspicious character sex suspected, dead bodies found no witness, intimidation, residence burglary vehicle taken, aggravated battery firearms, unlawful possession narcotics, attempt to locate vehicles, cigarette tobacco product violation, other traffic violation, other drivers license violation and other traffic violation.

FORMAL CONDEMNATION ACTION INITIATED: February 25, 2008

RECENT DEVELOPMENTS: No repairs have been made. Unsecure window on north and side of property.

OWNER'S PAST CDM HISTORY: The owner of this property has had two other properties in condemnation. One property was demolished by the owner in June 2002. The other property is proceeding through the Board of Code Standards and Appeals.

BOARD OF C.S.&A. RECOMMENDATION: At the April 7, 2008 BCSA hearing there was no one present as a representative for this property.

Board Member Willenberg made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to start demolition and ten days to complete the demolition. Board Member Hentzen seconded the motion. The motion carried unanimously.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: May 23, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1201 North Green

LEGAL DESCRIPTION: The East 81 feet of Lots 93 and 95, on Alice, now Green Street, in Fairmount Park Addition to Wichita, Kansas, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 28x36 feet in size. Vacant for at least six (6) years, this structure has a shifting and cracking block foundation; rotted and missing wood lap and shake siding; sagging and badly worn composition roof, with holes and missing shingles; and the front and rear porches are dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. The building has parts, which are so attached that they may fall and injure other property or the public.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: May 23, 2008

BCSA GROUP # 3

ADDRESS: 1201 North Green

ACTIVE FIELD FILE STARTED: September 7, 2001

NOTICE(S) ISSUED: Since September 7, 2001, numerous notice of improvements and violation notices have been issued.

PRE-CONDEMNATION LETTER: October 3, 2007

TAX INFORMATION: The 2006 and 2007 taxes are delinquent in the amount of $617.22, which includes specials.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Tree debris, tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: Open case

NUISANCE ABATEMENT REPORT: Weed mowing on March 27, 2006 in the amount of $111.64 and June 19, 2006 in the amount of $111.64.

POLICE REPORT: From July 19, 1997 through September 24, 1997, there have been two reported police incidents of battery at this location.

FORMAL CONDEMNATION ACTION INITIATED: February 25, 2008

RECENT DEVELOPMENTS: No repairs have been made and the structure is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the April 7, 2008 BCSA hearing Mr. Will O'Neal, owner, was in attendance to represent this property.

Mr. O'Neal stated that he had purchased this property at a tax foreclosure auction. His

original intention was to renovate the property, but discovered that the structural damage was too severe to make repairs feasible. He has cleared the yard of debris and trimmed the trees. He requested input from the Board on what direction he should take with the property.

Chairman Murabito suggested that he contact some of the area non-profit organizations regarding the possibility of having the structure demolished and then a new house constructed in its place.
Mr. O'Neal said that he had made some inquiries into possible grants and/or loans for repairs, but the general opinion seemed to be that the cost of any repairs would exceed the value of the property.
Board Member Hartwell made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to begin demolition and ten days to complete the removal of the structure. Board Member Willenberg seconded the motion. The motion was approved.

Ms. Legge explained that the Board's motion was to recommend to the City Council that Mr. O'Neal would be given ten days to begin demolition of the structure and ten days to complete the demolition. The recommendation would go before the City Council in approximately sixty days; the hearing before the City Council would be the formal action of condemnation, at which time Mr. O'Neal would have the opportunity to address the Council if he desired. Ms. Legge further explained that Mr. O'Neal had the option of razing the structure himself, rather than having the City Council order the demolition. If Mr. O'Neal proceeded with demolition of his own accord, Ms. Legge continued, there would likely be less cost associated with the wrecking of the structure than if the City were to follow through with the demolition.

Mr. Schroeder suggested that Mr. O'Neal get bids from two or three licensed wrecking contractors before the property is placed on the City Council Agenda.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: May 23, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1323 North Volutsia

LEGAL DESCRIPTION: Lot 29 and 31, on Academy now Volutsia, Fairmount Park Addition, Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 37x24 feet in size. Vacant for at least three (3) years, this structure has shifting and cracking concrete block basement walls; missing asbestos siding; sagging and badly worn composition roof, with missing shingles; dilapidated rear porch; and the wood trim is rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: May 23, 2008

BCSA GROUP # 3

ADDRESS: 1323 North Volutsia

ACTIVE FIELD FILE STARTED: September 18, 2006

NOTICE(S) ISSUED: Since September 18, 2006, notice of improvements and violation notices have been issued. Central Inspection staff has completed two emergency board-ups on this property at a cost of $300.90. In September 2007, a neighbor notified Central Inspection staff that children were entering the open property. It is Central Inspection's understanding that neighbors are maintaining the premises.

PRE-CONDEMNATION LETTER: December 5, 2007

TAX INFORMATION: The 2004, 2005, 2006 and 2007 taxes are delinquent in the amount of $2104.53, which includes specials.

COST ASSESSMENTS/DATES: There is a 2007 special assessment for lot cleanup in the amount of $1252.37 and 2008 special assessment for lot cleanup and board-up's in the amount of $1257.87.

PREMISE CONDITIONS: Bulky waste, tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: Lot cleanup on March 8, 2007 in the amount of $1087.53 and September 28, 2007 in the amount of $822.31.

POLICE REPORT: From February 20, 1998 through April 14, 2005 there have been three reported police incidents at this location including battery, motor vehicle parked and other destruction of property.

FORMAL CONDEMNATION ACTION INITIATED: February 25, 2008

RECENT DEVELOPMENTS: No repairs have been made and the basement door is open.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the April 7, 2008 BCSA hearing there was no representative present for this property.

Board Member Willenberg made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to start demolition and ten days to complete the demolition. Board Member Hentzen seconded the motion. The motion carried unanimously.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: May 23, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2044 North Kansas

LEGAL DESCRIPTION: Lots 60 and 62, Kansas Avenue, Parkview Addition to Wichita, Kansas, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 16x42 feet in size. Vacant for at least six years, this structure has cracking concrete foundation; missing asbestos siding; badly worn composition roof; rotted fascia boards; and the 12x12 foot accessory structure is deteriorating.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: May 23, 2008

BCSA GROUP # 3

ADDRESS: 2044 North Kansas

ACTIVE FIELD FILE STARTED: September 18, 2001

NOTICE(S) ISSUED: Since September 18, 2001, several notice of improvements and violation notices have been issued. In October 2001, one violation was cleared on the property. In 2003, the owner did enough exterior repairs to remove the property from condemnation.

PRE-CONDEMNATION LETTER: May 15, 2007

TAX INFORMATION: The 2003, 2004, 2005, 2006, and 2007 taxes are delinquent in the amount of $1829.13, which includes specials. It is in foreclosure.

COST ASSESSMENTS/DATES: There is a 2007 special assessment for front-street paving in the amount of $106.07 and 2008 special assessment for front-street paving in the amount of $106.07.

PREMISE CONDITIONS: Piles of wood, tree debris, tall grass and weeds

VACANT NEGLECTED BUILDING REPORT: Open case

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: On November 1, 1992, one reported police incident of battery.

FORMAL CONDEMNATION ACTION INITIATED: February 25, 2008

RECENT DEVELOPMENTS: No repairs have been made and the structure is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the April 7, 2008 BCSA hearing no one was present as a representative for this property.

Board Member Willenberg made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to initiate demolition and ten days to complete the removal of the structure. Board Member Hartwell seconded the motion. The motion carried, unopposed.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: May 23, 2008

CDM SUMMARY

COUNCIL DISTRICT # 3

ADDRESS: 3723 East Funston

LEGAL DESCRIPTION: Lot 2, Except Beginning Southwest corner thence Northerly to Northwest corner thence Easterly along the front line 5 feet thence Southerly to a point of beginning, in Block 7, Grandview Heights Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 40x28 feet in size. Vacant for an unknown amount of time, this structure has a shifting concrete basement wall; and the siding is missing bricks.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. The building has parts, which are so attached that they may fall and injure other property or the public.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or

safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: May 23, 2008

BCSA GROUP # 3

ADDRESS: 3723 East Funston

ACTIVE FIELD FILE STARTED: May 29, 2006

NOTICE(S) ISSUED: Since May 29, 2006, notice of improvement and numerous violation notices have been issued.

PRE-CONDEMNATION LETTER: November 30, 2007

TAX INFORMATION: The 2007 taxes are delinquent in the amount of $1129.75.

COST ASSESSMENTS/DATES: There is a 2008 special assessment for weed cutting in the amount of $119.30.

PREMISE CONDITIONS: Tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: Weed mowing on September 17, 2007 in the amount of $114.99.

POLICE REPORT: From February 19, 1999 through April 8, 1999 there have been three reported police incidents at this location including other drivers license violation, possession of firearm by felon and possession of paraphernalia.

FORMAL CONDEMNATION ACTION INITIATED: February 25, 2008

RECENT DEVELOPMENTS: No repairs have been made and the structure is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the April 7, 2008 BCSA hearing there was no one in attendance as a representative for this property.

Board Member Coonrod made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to begin demolition and ten days to complete the demolition. Board Member Hentzen seconded the motion. The motion carried unanimously.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

Agenda Item No. 12.

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structure (Districts I and III)

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolution.

Background: On May 6, 2008, a report was submitted with respect to the dangerous and unsafe conditions on the properties below. The Council adopted a resolution providing for a public hearing to be held on these condemnation actions at 9:30 a.m. or as soon thereafter, on June 17, 2008.

Analysis: On April 7, 2008 the Board of Code Standards and Appeals (BCSA) held a hearing on the ten properties listed below:

Property Address	Council District
a. 546 North Madison	I
b. 537 N. Estelle	I
c. 1212 N. Wabash	I
d. 1301 N. Indiana	I
e. 1123 N. Spruce	I
f. 1102 N. Green	I
g. 1201 N. Green	I
h. 1323 N. Volutsia	I
i. 2044 N. Kansas	I
j. 3723 E. Funston	III

Detailed information/analysis concerning this property are included in the attachments.

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional $500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: Pursuant to State Statute, the Resolutions were duly published twice on May 9, 2008 and May 16, 2008. A copy of each resolution was sent by certified mail or given personal service delivery to the owners and lien holders of record of the described property.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolutions declaring the buildings to be dangerous and unsafe structures, and accept the BCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) All taxes have been paid to date, as of June 17, 2008; (2) the structures have been secured as of June 17, 2008 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of June 17, 2008, and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

Attachments: Case Summary, Summary, and Follow-Up History.

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council

SUBJECT: VAC2008-00003 Request to vacate a portion of a platted public street right-of-way; generally located west of 127th Street East, on the north side of Pawnee Avenue. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant is requesting the vacation of the center portion of the platted Tara Falls public street right-of-way (ROW), where it intersects with Pawnee Avenue. This portion of the Tara Falls public street ROW was recorded in the Casa Bella Addition. Tara Falls is the collector street for the Casa Bella single-family residential subdivision, and it is also the only way in or out of the subdivision. An entry monument (considered a permanent subdivision sign by OCI) was built in the in the platted street ROW. The Traffic Engineer has approved of the location of the entry monument/vacation request. A sewer line runs through the north portion of the proposed reserve/easement, but there are no other utilities located in it. The Casa Bella Addition was recorded with the Register of Deeds on January 19, 1996.

Analysis: The MAPC voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

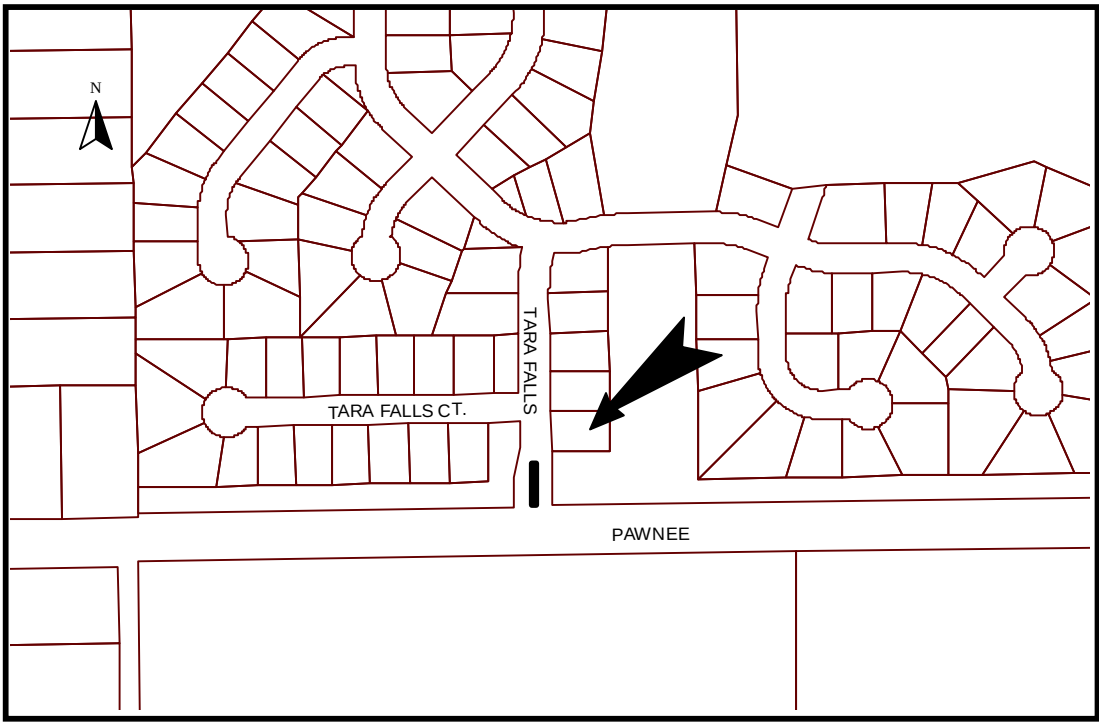
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order, an easement dedicated by separate instrument, a reserve dedicated by separate instrument and a restrictive covenant dedicated by separate instrument will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.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City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council

SUBJECT: VAC2008-00004 Request to vacate a portion of a platted public street right-of-way; generally located south of I-35, east of Greenwich Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant is requesting the vacation of the center portion of the platted Fawn Grove public street right-of-way (ROW) where it intersects with Greenwich Road. This portion of the Fawn Grove public street ROW was recorded in the Fawn Grove at Sunset Lakes Addition. Fawn Grove is the collector street for the Fawn Grove at Sunset Lakes, single-family residential subdivision, and it is also the only way in or out of the subdivision. An entry monument (considered a permanent subdivision sign by OCI) has been built in the in the platted street ROW. The applicant proposes to create a reserve around the entry monument. The Traffic Engineer has approved of the location of the entry monument/vacation request. There are no utilities, manholes, water, or sewer lines within the proposed reserve. The Fawn Grove at Sunset Lakes Addition was recorded with the Register of Deeds on April 20, 2004.

Analysis: The MAPC voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

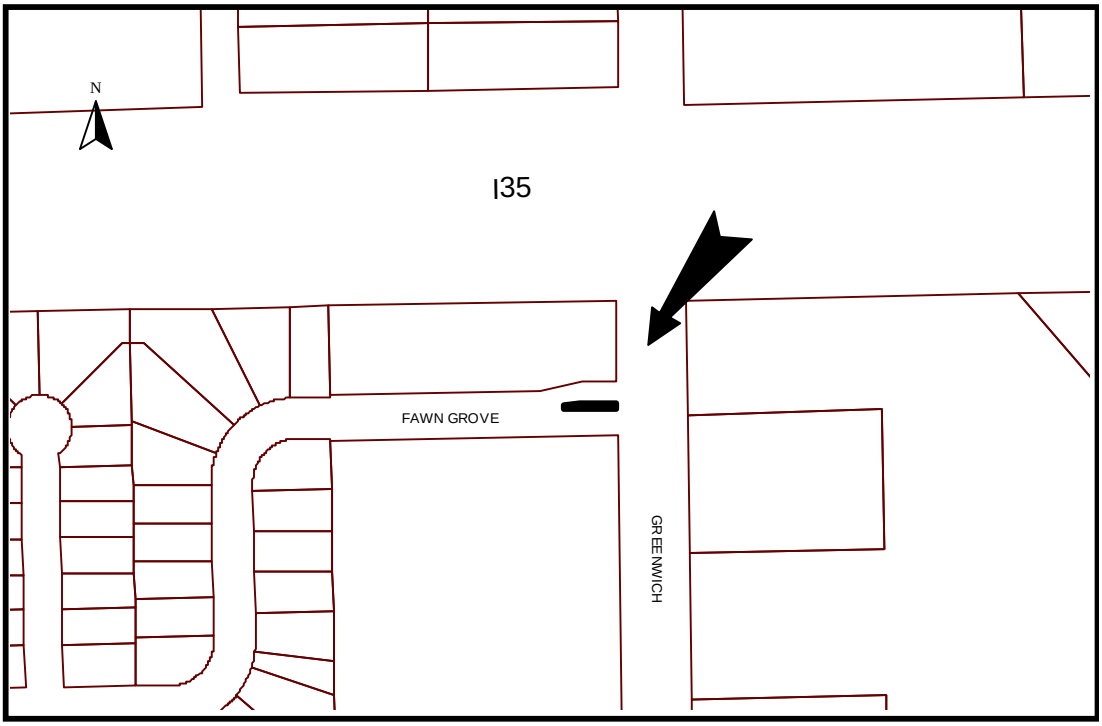
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order, a reserve dedicated by separate instrument and a restrictive covenant dedicated by separate instrument will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.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FAWN GROVE
GREENWICH

Agenda Item No. 15.

City of Wichita
City Council Meeting
June 17, 2008

TO: Wichita Airport Authority

SUBJECT: Communications Cable Plant
Wichita Mid-Continent Airport
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the capital project budgets.

Background: The 2008 Capital Improvement Program (CIP) allows for utility improvements, which includes modifications to the communications cable plant. In addition to being the backbone for the Authority operated telephone system, this cable plant supports the airport-wide security system, the environmental control system, the runway lights controls and the administrative network.

Analysis: It is necessary from time to time to extend, modify, repair and maintain the cable plant to fulfill the obligations that come with being the owner and operator of such a network. Examples include the extension of cabling to meet tenant expansion needs, relocation to accommodate facility construction, and installation to address new location requirements of the security system. Contracts, when developed, will be approved following the City procedures.

Financial Considerations: The modifications are estimated to cost $50,000 for Mid-Continent Airport and $10,000 for Colonel James Jabara Airport and will be paid for with airport revenue with the portions related to the telephone system recovered from our tenants and customers through an established rent structure.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through appropriate maintenance of the capital asset.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the capital project budgets.

Attachments: None.

AIRPORT ADVERTISING CONCESSION AGREEMENT

By and Between

The Wichita Airport Authority
Wichita, Kansas

And

In-Ter-Space Services, Inc.
d/b/a Clear Channel Interspace Airports

This Airport Advertising Concession Agreement, hereinafter referred to as "Agreement," is made and entered into this _____, 2008, by and between The Wichita Airport Authority, a governmental body existing under the laws of the State of Kansas, hereinafter referred to as the "AUTHORITY", and IN-TER-SPACE SERVICES, INC., d/b/a Clear Channel Interspace Airports, a Pennsylvania corporation, qualified to do business in the State of Kansas, hereinafter referred to as the "Concessionaire."

WITNESSETH:

WHEREAS, the Wichita Airport Authority is the authority responsible for oversight of the Wichita Mid-Continent Airport, hereinafter referred to in its entirety as the Airport; and,

WHEREAS, the Concessionaire is a corporation engaged in the business of operating airport display advertising concessions similar in nature to that proposed for the AUTHORITY, and

WHEREAS, the AUTHORITY wishes to grant to Concessionaire the non-exclusive right to operate the AUTHORITY's display advertising concession at the Facility under an agreement containing mutually satisfactory terms and covenants.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, and intending to be bound hereby, the

AUTHORITY and the Concessionaire hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

1. **TERM.**

The term ("Term") of this Agreement shall be for a period of eleven (11) years, commencing November 1, 2008 and terminating October 31, 2019. Preliminary activities will commence immediately upon approval of this Agreement.

2. **OPTION TO RENEW.**

The Agreement may be extended for one, eight (8) year term from November 1, 2019 through October 31, 2027, at the sole option of the AUTHORITY. Such option to extend shall be contingent upon the submission by the Concessionaire, no later than six (6) months prior to the expiration date of the initial Term of the Agreement, of a proposal for the advertising concession covering the eight (8) years after the expiration date of the initial Term addressing any capital expenditures, improvements to the advertising program, proposed minimum annual guarantee and revisions to the management, marketing and operations plans to be implemented over the additional eight-year Term, and such proposal being accepted by the AUTHORITY prior to the expiration date of the initial Term of the Agreement. Subject to the provisions of this section, in the event that Concessionaire fails to give required notice to Authority, this Agreement shall automatically terminate at the end of the previous term of this Agreement.

3. **PRIVILEGES AND OBLIGATIONS OF THE CONCESSIONAIRE.**

The AUTHORITY hereby grants to Concessionaire the non-exclusive right to operate, maintain and provide the facility ("Facility") advertising concession. Facility, as used herein, shall mean the terminal building(s), parking structure if applicable, and outdoor areas within the Airport's boundaries.

Concessionaire agrees the AUTHORITY shall retain the right to grant privileges under separate agreements for naming rights not covered by this agreement and Concessionaire shall not share in any revenue generated by the AUTHORITY from these other agreements. If such separate

agreements commercially affect the advertising program installed by the Concessionaire, then Concessionaire shall receive proportional compensation from the AUTHORITY that may include but is not limited to capital reimbursement of installations no longer commercially beneficial, and/or the reduction of Airport Fee as defined in Section 8.

Concessionaire shall develop and maintain a comprehensive advertising program totally integrated and coordinated as to design, quality, and content for the Facility. Under this program, Concessionaire shall have the right to establish, operate, service and maintain prime quality, expertly designed commercial advertising displays, including, but not limited to: floor exhibits, wall and floor back-lit units, product cases, brochure cases, posters, exposition space, car and boat displays, direct telephone line hotel and transportation displays, electronic displays, computer displays, video displays, board advertising, outdoor advertising and other forms of advertising relating to an attractive and profitable means for the graphic display of materials, articles, and services of various manufacturers, industries, companies, and persons.

All installations shall be in good taste, professionally developed, and of such high caliber as to contribute to the establishment of the Facility as a prestige location for commercial advertising media. Concessionaire will be responsible for the appropriate disposal of all current and future advertising displays that are removed from the Facility which are not the responsibility of the individual advertiser.

Within the existing terminal building, the specific locations for backlit displays, product cases, poster boards, telephone boards and all other sites available for advertising use at the Facility (“Assigned Areas”) are indicated on Exhibit "A", attached hereto and made a part hereof. Within the new terminal building, the specific locations for backlit displays, product cases, poster boards, telephone boards and all other sites available for advertising use at the Facility (“Assigned Areas”) will be indicated on Exhibit "B", which will be attached hereto and made a part hereof when that program is developed. Any areas designated within the perimeter of Airport property but outside the terminal facility will be indicated on Exhibit “C”, which will be attached hereto and made a part hereof when that program is developed. Subsequent to the execution of this Agreement, upon mutual consent of both parties, it is understood and agreed

that changes may be made to Exhibits “A”, “B”, or “C”, under the authority of the Director of Airports, without requiring formal amendment to the Agreement. .

All Assigned Areas selected are subject to relocation at anytime at the AUTHORITY's discretion in accordance with the provisions for “relocation” provided herein. Should the AUTHORITY and the Concessionaire disagree on any advertising locations, the AUTHORITY's decision shall be final. Concessionaire will not use any location not specifically identified on an Exhibit to this Agreement.

The AUTHORITY shall make best efforts to keep available for the use of Concessionaire, during the term, advertising locations of at least equal number, passenger exposure and commercial advertising value as those in the original Exhibit “A”, along with Exhibit “B” and Exhibit “C” when developed. .

Concessionaire shall be responsible for the commercial advertising program within the Assigned Areas at the Facility and shall apply to that program the fiscal, marketing and administrative resources of its organization. Through its national, regional and local marketing teams and efforts, Concessionaire shall make best efforts to:

a. Develop, on a continuing basis, integrated master plans for advertising at the Facility;

b. Follow quality criteria that recognize the need for integrity of design and advertising content appropriate to the prestige and dignity of the Facility;

c. Practice space utilization planning which will recognize and meet the needs of all advertising classifications and insure maximum revenue return to the AUTHORITY consistent with the scope and integrity of the advertising master plan;

d. Provide a sales organization with ability and experience of sufficient scope to solicit and sell local, regional, and national advertising for display at the Facility, with a primary emphasis on local advertising; and

e. Provide advertising and display equipment and fixtures that are consistent with the architectural design of the Facility.

Except as provided elsewhere in this Agreement, Concessionaire shall pay all expenses associated with planning, implementing, and operating the display-advertising program provided for in this Agreement, including, without limitation, the cost of electric wiring and telecom/electronic communications connections within the Assigned Areas. Concessionaire shall be responsible for repair of any damages to walls and/or building upon removal of any installation. Concessionaire shall pay for all public utility services used by it with respect to the commercial advertising program, including telephone and electric power if separately metered, but not including heat, water or air conditioning. AUTHORITY is responsible for installing meter devices along with any costs that are associated with the purchase, installation, monitoring and on going maintenance. If separately metered, Concessionaire agrees to pay AUTHORITY for all or any separately metered utility service charges recorded over the average or basis of 3.5 amps per fixture, which will be furnished to Concessionaire through facilities of AUTHORITY in amounts computed at rates comparable with those paid by similar operators at Mid-Continent Airport. Such payment shall be made based on monthly invoices rendered by AUTHORITY to Concessionaire for such separately metered utility service furnished.

Upon execution of this Agreement, the Concessionaire shall have rights of ingress and egress to and from the Assigned Areas, including but not limited to common use roadways, subject to any rules or regulations which may have been established or shall be established in the future by the AUTHORITY. Such rights of ingress and egress shall apply to the Concessionaire's employees, customers, agents, contractors, suppliers, and other authorized individuals.

Employees, agents and contractors of Concessionaire shall be permitted to park at the Facility under the same terms and conditions as employees of other concessionaires at the Facility. Visiting service personnel shall be permitted to park in areas designated for temporary vendor parking, or at other locations as may from time-to-time be designated by AUTHORITY.

The Concessionaire may utilize storage space, with a minimum of 25 square feet, provided by the AUTHORITY. Concessionaire shall store its property in identified area at its own risk, and release AUTHORITY to the full extent permitted by law from all claims of every kind resulting in loss of life, personal or bodily injury or property damage.

The Concessionaire shall have the right to install and maintain appropriate informational signs in the Assigned Areas, provided, that the design, installation and maintenance of such signs shall be consistent with the graphic standards and policies of the AUTHORITY. All such signage shall be subject to written approval of the AUTHORITY prior to installation.

4. <u>ADVERTISING RATES AND STANDARDS</u>.

The Concessionaire agrees to use the Assigned Areas solely for the sale, placement and display of advertising products and shall make good faith efforts in every proper manner to maintain, develop and increase the sales of advertising developed hereunder.

The Concessionaire shall submit to the AUTHORITY, a schedule of monthly rates to be applied to the advertising locations. Advertising locations may be subject to quantity purchase and other incentive discounts and to standard sales/advertising agency deductions or commissions.

Advertisements, advertising copy, advertising materials and manners of commercial presentation ("Advertisements") shall be subject to the reasonable approval of the AUTHORITY in advance of displaying the advertising. The AUTHORITY shall provide written notice to Concessionaire of any disapproval of Advertisements within five (5) days of submission of graphics sample by Concessionaire. Concessionaire shall not display any Advertisements reasonably disapproved by the AUTHORITY.

The parties recognize that the AUTHORITY has entered into this Agreement for the purpose of raising revenue and that the Assigned Areas are intended for Advertisements and not as a public forum for the display of public issues or political material. The Authority shall have the right to review all display material before it is installed. The Authority shall have the right to reject any display material including the text or illustrations on any display if, in the sole

determination of the Director or the Director's designee, such material is of such a nature as to be false, misleading, deceptive, a violation of existing laws or regulations of any governmental entity, an encouragement of the violation of law, offensive to the moral standards of the community, a reflection on the character, integrity or standing of any person, or is not in the best interests of the operations or security of the Airport. The Authority shall further have the right to reject any class or category of advertising if it is not in the best interests of the Airport or the community. Concessionaire shall upon written demand from the AUTHORITY cease selling Advertisements that the AUTHORITY shall determine are objectionable for use at the Airport under this section and immediately shall remove such advertisement from its display(s) and not thereafter display such advertisement at the Airport. For the purposes of this section, the AUTHORITY designation of an Advertisement as offensive or objectionable shall be final.

Concessionaire shall not lease advertising space to other public transportation facilities, unless the AUTHORITY has approved the Advertisement in advance.

The AUTHORITY reserves the right to, in the sole exercise of its judgment, allow the display for itself and its agencies and any non-commercial and non-profit interests, of such materials the AUTHORITY deems appropriate to the activity of the agency or body providing the display material. It is further understood that, in the AUTHORITY's exercise of its prerogative as set forth in this section, the Concessionaire hereto waives all rights to any fees or other charges normally assessed such displays.

In the event any backlit or other graphic display cases are unsold, Concessionaire agrees to install and/or remove filler graphics provided by the AUTHORITY which promote the AUTHORITY and its agencies and any non-commercial and non-profit interests at the Facility. Concessionaire agrees to first fill the unsold display cases with such advertisements for local entities; however, may install displays for national entities if prior approval is provided by AUTHORITY.

5. <u>RESPONSIBILITY OF AUTHORITY</u>.

The AUTHORITY shall provide finished floors, walls and ceilings for the Assigned Areas.

The AUTHORITY shall be responsible for the providing maintenance and upkeep of partitions about the perimeter of the Assigned Areas, structural walls and supports, structural roof construction, structural floor construction, exterior window walls designed about the perimeter of the Assigned Areas, Facility security, any required electric service and electrical connections to the Assigned Areas, and any required telecom/electronic communications conduit and wiring to the Assigned Areas. If an upgrade to any provided item is required to support a display, the AUTHORITY, at its sole discretion, will determine if the upgrade needed has a reasonable cost benefit. If in the AUTHORITY's opinion, the benefits do not exceed the cost then the AUTHORITY reserves the right to not accommodate the request for the upgrade. The AUTHORITY shall further be responsible for the general maintenance and upkeep of the Facility outside of Concessionaire's Assigned Areas.

The Authority shall, without incurring any liability for property damage, provide normal police surveillance and protection of the displays against vandalism or trespass and will report to the Concessionaire the discovery of any damage or unsightly appearance requiring immediate correction.

6. EXISTING & NEW FACILITY CONSTRUCTION.

It is understood that some of the Concessionaire's Advertising media installed in the existing Facility is intended to be utilized in the newly constructed Facility.

Concessionaire shall submit plans and specifications for the work to be performed pursuant to this Agreement ("Preliminary Plans") to the AUTHORITY for review.

The Director of Airports shall, within fourteen (14) days of receipt of any such Preliminary Plans, provide notice to Concessionaire of its approval or disapproval of the Preliminary Plans. Review and approval by AUTHORITY shall be based on the conformity of such plans and specifications to the general architectural and aesthetic plan for the Facility and such approval shall not be unreasonably withheld. Any written notice to Concessionaire of disapproval shall include the reason for such rejection with adequate specificity to allow Concessionaire to modify such Preliminary Plans accordingly.

In the event of disapproval of the Preliminary Plans or any portion thereof by the AUTHORITY, the Concessionaire shall have up to fourteen (14) days to submit adequately revised Preliminary Plans for AUTHORITY review. Approval of the revised Preliminary Plans by the AUTHORITY shall not be unreasonably withheld.

Once approved by the AUTHORITY, the Preliminary Plans shall become final ("Final Plans"). No changes or alterations shall be made to the Final Plans after approval by the AUTHORITY, except as may be agreed to in writing by the parties.

The Concessionaire shall submit a schedule depicting the estimated time required to complete the construction and installation of the displays and improvements called for in the Final Plans.

Upon written "Notice to Proceed" from the Director of Airports, the Concessionaire shall immediately begin construction and installation of the approved displays and improvements in the Assigned Areas and pursue the same to completion. However, any delay in construction and installation due to fire, earthquake, wars, acts of the AUTHORITY or one of the AUTHORITY's contractors, or other impediment beyond the control of the Concessionaire shall reasonably extend the time within which such construction and installation shall be completed.

Except as otherwise provided herein, all work shall be at Concessionaire's sole cost and expense and Concessionaire shall provide all necessary labor, supervision, materials, supplies and transportation.

All work performed by Concessionaire shall be in accordance with the Final Plans. No structural alterations or improvements shall be made to or upon the Assigned Area without the prior written approval of the AUTHORITY. The determination of the quality and acceptability of the finishes in the Assigned Areas shall be within the reasonable discretion of the Director of Airports.

All improvements and displays installed by the Concessionaire in the Assigned Areas shall be of high quality, safe, fire resistant materials and shall be attractive in appearance.

All improvements, displays, equipment and interior design and décor constructed or installed by the Concessionaire, its agents, or contractors, including the plans and specifications therefore, shall conform to all applicable statutes, ordinances, building codes, and rules and regulations. Concessionaire shall obtain at its own expense all necessary building permits. One reproducible final "as built" copy of the Final Plans for all displays and improvements, as may have been revised by the parties during the course of construction and installation, shall, upon request, be signed by the Concessionaire and submitted to the Director of Airports within ninety (90) days following completion of the construction and installation.

Upon completion of the work, the Concessionaire shall provide the AUTHORITY with a certification that the improvements and displays have been constructed and installed in accordance with the Final Plans, and in strict compliance with all applicable building codes, laws, statutes, ordinances and regulations. Notwithstanding any other indemnity provision, Concessionaire shall indemnify and hold AUTHORITY harmless for any liability for regulatory or governmental approvals.

All permanent improvements made to the Assigned Areas by the Concessionaire shall be and remain the property of the Concessionaire until the expiration or earlier termination of this Agreement, at which time said permanent improvements shall become the property of the AUTHORITY. Notwithstanding anything to the contrary in this Agreement, all non-permanent advertising displays, equipment, trade fixtures, materials and supplies of Concessionaire, which shall include, without limitation, telephone boards, wall displays and freestanding displays and display cases, are and shall remain the property of Concessionaire unless Concessionaire shall fail within sixty (60) days following the expiration or earlier termination of this Agreement to remove such personal property. In the event of such failure to remove non-permanent property, title to such personal property shall, at the option of the AUTHORITY, vest in Airport at no cost to AUTHORITY.

7. <u>LIENS</u>.

Concessionaire shall cause to be removed any and all liens of any nature arising out of or because of any construction performed by Concessionaire or any of its contractors or subcontractors upon the premises or arising out of or because of the performance of any work

or labor upon or the furnishing of any materials for use at the premises by or at the direction of Concessionaire, except that Concessionaire shall have the right to contest such a lien and the requirement to remove a lien shall be stayed as long as Concessionaire is prosecuting in good faith the defense of such lien, including appeals.

8. FEES, CHARGES AND ACCOUNTABILITY.

Subject to the terms hereof, the Concessionaire agrees to pay to the AUTHORITY "Percentage Fees", from both terminals, which shall be a percentage of the Gross Revenue according to the following table:

Gross Revenues	Static Percentages	Tech Percentages
<$550,000	43%	36%
≥$550,000	Goes to 45% the Agreement year following gross revenues ≥$550,000	Goes to 37% the Agreement year following gross revenues ≥$550,000
≥$650,000	Goes to 47% the Agreement year following gross revenues ≥$650,000	Goes to 38% the Agreement year following gross revenues ≥$650,000
≥$750,000	Goes to 50% the Agreement year following gross revenues ≥$750,000	Goes to 39% the Agreement year following gross revenues ≥$750,000

or a "Minimum Annual Base Fee" of $200,000, whichever is greater for the first year of the Agreement with a "Minimum Annual Base Fee" of $250,000, whichever is greater, for the remainder of this Agreement. Concessionaire agrees to invest no less than $125,000 into the advertising program in the existing terminal and $125,000 into the new terminal.

The foregoing fees shall be referred to jointly and severally herein as the "Airport Fee".

It is anticipated the new terminal building will be commissioned by January 31, 2012. In the event, the opening of the new terminal building is delayed or not constructed, then the "Airport Fee" may be reduced for the period from January 31, 2012 until the date of beneficial occupancy of the new terminal..

"Gross Revenue", as used herein, shall mean all moneys paid to or payable to Concessionaire for advertising sales made at or from the Facility by the Concessionaire, regardless of when or where the order therefore is received, or delivered, whether on a cash basis or credit; provided, however, that:

a. Gross Revenue shall exclude the following:
   1. Any amounts paid by advertisers to Concessionaire (exclusive of markup) in connection with design, fabrication or installation of any advertiser's specialty or custom display/graphics (including, without limitation, the actual costs of printing, distributing or maintaining of any advertiser's brochures) or with the actual costs of the design, fabrication, installation or ongoing service of any new media technologies (including, without limitation, the programming and maintenance charges for computer-operated, LCD's, video, interactive or motion displays);
   2. Any amount paid by the advertisers to Concessionaire (exclusive of markup) for telephone service and electrical service;
   3. Standard 15% sales commission for advertising agencies, only where applicable;
   4. Any sales or excise tax imposed by law and separately stated to and paid by an advertiser ("Sales Tax"); and
   5. Amounts owed which are deemed uncollectible by Concessionaire after prudent collection efforts.

b. In the event Concessionaire is unable to collect amounts due from advertisers upon which Concessionaire had previously based Airport Fee payments after diligent efforts, such "uncollectible amounts" shall be deemed uncollectible and an appropriate adjustment shall be made in Concessionaire's subsequent statements and Airport Fee submissions. If any "uncollectible amounts" are collected by Concessionaire after adjustment, then an appropriate upward adjustment shall be made to a subsequent revenue statement and Airport Fee submission, excluding collection costs.

The Airport Fees shall be paid by the twentieth (20th) day of the month following each calendar month of service, beginning with the month following the first calendar month in which Concessionaire used the Assigned Areas for display advertising purposes. In the event that the

Percentage Fees for any Agreement month are less than the one-twelfth of the Minimum Annual Base Fee, then the Airport shall be paid one-twelfth of the Minimum Annual Base Fee. Notwithstanding the above, any real estate tax, use tax, or other state and local taxes relating to the Assigned Areas or other property of the Airport and levied or assessed to Concessionaire shall be deducted from the Airport Fees.

The Minimum Annual Base Fee shall be: (i) subject to proportional percentage reduction equal to the percentage of passenger traffic decline during any calendar month of the Term when passenger enplanements and deplanements at the Facility shall fall fifteen percent (15%) or more below those recorded during the same month of the previous officially recorded year; and (ii) subject to reduction equal to Concessionaire's share of actual and prospective advertising revenues lost and unearnable where the AUTHORITY requires any removal or relocation of an advertising location (without the contemporaneous assignment to Concessionaire of a replacement location of at least equal passenger exposure and commercial advertising value) that results in ten percent (10%) or more of potential advertising revenues (based on Concessionaire's rate card) of the Assigned Areas shown in Exhibit "A", and Exhibit "B" and Exhibit "C" when developed, as may be amended by the parties, being eliminated at any time. When passenger enplanements and deplanements at the Facility return to the level recorded during the same month of the previously recorded year, the Minimum Annual Base Fee shall be reinstated to the original amount. Where a display case or other display advertisement in an Assigned Area was visually obstructed or subject to electric supply failure for more than three (3) days without fault to Concessionaire, any amounts refunded to or withheld by affected advertisers shall not count towards Gross Revenues and Concessionaire's share of such lost revenues shall be deducted from the Airport Fee payment to the AUTHORITY.

Concessionaire agrees to maintain revenue producing static displays, in at least seventy-five percent (75%), of the built Assigned Areas at all times during this Agreement. Additionally, at least eighty (80%) percent of the revenue producing static display locations will be sold to local or state advertisers.

Concessionaire shall furnish to the AUTHORITY for each calendar month a statement showing total Gross Revenue for the preceding calendar month. With each monthly statement, the

Concessionaire shall remit to the AUTHORITY the Airport Fee derived through the end of the last month of the calendar month. Said monthly report will include Concessionaire's gross billings along with detail of any deductions from gross revenues. Gross billing information should include but not limited to client name, contract date, and gross amount.

The Concessionaire shall keep full and accurate books and records showing all Gross Revenue and the AUTHORITY shall have the right, through its representatives, and at all reasonable times, to inspect and audit all such records as may be necessary to verify the reported Gross Revenue, including State of Kansas sales tax return records. The Concessionaire agrees that all such books and records shall be made available at Concessionaire's office location for at least a five (5) year period following the end of each Agreement year.

No later than one hundred twenty (120) days after the end of Concessionaire's fiscal year, Concessionaire shall furnish to the AUTHORITY the written statement of a Certified Public Accountant stating that the Airport Fee paid by the Concessionaire to the AUTHORITY pursuant to this Agreement during each of Concessionaire's fiscal years is accurate. Such statement shall also state Gross Revenues as shown on the books and records of Concessionaire that were used to compute the Airport Fee made to the AUTHORITY during the period covered by the statement.

Without waiving any other right of action available to the AUTHORITY, in the event that Concessionaire is delinquent for a period of fifteen (15) days or more in paying to the AUTHORITY any fees payable to the AUTHORITY pursuant to this Agreement, the Concessionaire shall pay to the AUTHORITY interest thereon at the rate of eighteen percent (18%) per annum from the date such amount was due and payable until paid. Such interest shall not accrue with respect to disputed amounts being contested in good faith by Concessionaire.

In the event that any additional Airport Fee shall be determined to be rightly due and owing by any audit of Concessionaire's books and records, such amount shall forthwith be paid by the Concessionaire to the AUTHORITY with interest thereon at the rate of eighteen percent (18%) per annum from the date such additional Airport Fee became due; provided, however, that the

foregoing not be applied to amounts contested in good faith by Concessionaire. If a discrepancy equal to, or greater than three percent (3%) exists between the gross revenues reported by the audit and the Concessionaire, then the Concessionaire shall pay the costs of the audit.

Failure of the Concessionaire, its employees or contractors to comply with any other Sections of this Agreement shall constitute a default and the AUTHORITY may at its sole discretion terminate this Agreement after thirty (30) days notice.

All sums due hereunder, and the report of percentage of Gross Revenue, hereof, shall be forwarded to AUTHORITY at the Wichita Airport Authority, 2173 Air Cargo Road, Wichita, Kansas 67209, during regular business hours of the AUTHORITY.

9. REPRESENTATIVE & OPERATIONAL STANDARDS.

The AUTHORITY designates the Director of Airports or other designee, as its representative in connection with this Agreement. This representative shall be available as often as may be necessary for inspecting and approving the services or authorizing changes, and for approving all records pertinent to this Agreement.

Concessionaire shall designate a local representative to provide the on-site services outlined herein.

Concessionaire shall erect all display installations and insert all advertising matter whenever possible at hours of minimum passenger and visitor activity within the Airport, or at such hours as are approved by the AUTHORITY.

The management, maintenance and operation of the Assigned Areas shall at all times be under the supervision and direction of an active, qualified, competent representative who shall at all time be subject to the direction and control of the Concessionaire.

The operations of Concessionaire, its employees, agents, suppliers and contractors shall be conducted in an orderly and proper manner. All employees of the Concessionaire must conduct

themselves at all times in a courteous manner toward the public and in accordance with the rules, regulations and policies developed by the Concessionaire

The Concessionaire agrees that its employees and contractors shall be of sufficient number so as to properly conduct the Concessionaire's operation.

10. INDEPENDENCE OF AGREEMENT.

It is understood and agreed that nothing herein is intended or should be construed in any way creating or establishing the relationship of co-partners between the parties hereto or of creating a joint venture or as establishing Concessionaire as the agent, representative, or employee of the AUTHORITY for any purpose or in any manner whatsoever.

11. MAINTENANCE.

The Concessionaire shall provide at its own expense such janitorial and cleaning services and supplies as may be necessary in the operation and maintenance of the Assigned Areas. The Concessionaire also agrees to keep and maintain the Assigned Areas in a clean, neat and sanitary condition, and attractive in appearance.

The Concessionaire agrees to maintain and make necessary general repairs to all of the improvements, fixtures and equipment placed or installed in the Assigned Areas by Concessionaire, including, without limitation, signs, showcases, displays, and telephone boards. Concessionaire agrees to keep and maintain in good condition the electrical equipment located at or on the Assigned Areas.

All repairs done by the Concessionaire or on its behalf shall be of first class quality in both materials and workmanship. All repairs shall be made in conformity with the rules and regulations prescribed from time to time by federal, state or local authority having jurisdiction over the work in the Concessionaire's Assigned Areas.

The Concessionaire shall, in a timely manner, provide for the adequate sanitary handling and removal of all trash, garbage and other refuse caused as a result of the Concessionaire's operations.

The AUTHORITY shall have the right to construct or install over, in, under or through the Assigned Areas new lines, pipes, mains, wires, conduits and equipment; provided, however, that such repair, alteration, replacement or construction shall not unreasonably interfere with Concessionaire's use of the Assigned Areas. The AUTHORITY will repair at its sole cost, any damage to Concessionaire's property resulting from such activities.

12. <u>COMPLIANCE.</u>

The Concessionaire, its officers, agents, servants, employees, contractors, and licensees shall in the carrying out of this Agreement comply with all present and future laws, ordinances, orders, directives, rules and regulations of the United States of America, the State of Kansas, the City of Wichita and the Wichita Airport Authority, their respective agencies, departments, authorities or commissions ("Applicable Law").

Except as otherwise provided herein, Concessionaire shall pay, or in good faith contest, on or before their respective due dates, to the appropriate collecting authority, all federal, state, and local taxes and fees which may be levied upon Concessionaire on account of the business being conducted by Concessionaire in the Assigned Areas. It is the expressed intent of the parties that this Agreement not be a lease and that this Agreement grant no real property rights to Concessionaire. Concessionaire's advertising displays and equipment shall not be viewed as the real property of Concessionaire. The AUTHORITY shall not assess or bill Concessionaire for any property, real estate, or lease tax. Concessionaire shall maintain in current status all federal, state, and local licenses and permits required for the operations of the business conducted by Concessionaire.

Concessionaire shall pay wages that are not less than the minimum wages required by law to persons employed in its operations hereunder.

This Agreement is governed by the laws of Kansas. Any disputes relating to this Agreement shall be resolved in accordance with the laws of Kansas.

13. ASSIGNMENTS AND SUBAGREEMENTS.

Concessionaire shall not assign this Agreement or allow same to be assigned by operation of law or otherwise without the prior written consent of AUTHORITY, which consent shall not unreasonably be withheld.

14. INDEMNITY.

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

AUTHORITY shall protect, defend and hold Concessionaire and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suites, 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), of any nature whatsoever arising out of or incident to this Agreement and/or the AUTHORITY's operation of the Airport or the acts or omissions of AUTHORITY's officers, agents, employees, contractors, subcontractors, or licensees, 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 the Concessionaire. The Concessionaire shall give to AUTHORITY reasonable notice of any such claim or actions. The provisions of this section shall survive the expiration or early termination of this Agreement.

15. THIRD PARTY RIGHTS.

It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this 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. INSURANCE.

Concessionaire agrees to maintain public liability insurance during the term hereof which protects the AUTHORITY and City of Wichita, their officers, agents and employees, as additional insureds, with terms and companies as approved by AUTHORITY, which approval shall not be unreasonably withheld, in an aggregate amount of not less than $1,000,000 per occurrence. In addition, Concessionaire shall maintain a Worker's Compensation and Employer's liability policy for limits of not less than the statutory requirement for Worker's Compensation, and $500,000 Employer's Liability. Concessionaire agrees that in the event of future changes in the law and upon notice by the AUTHORITY, the minimum levels of insurance required by this paragraph may be increased within the bounds of commercial reasonableness to the amount that may be required to provide coverage of the events of this paragraph.

Concessionaire agrees, prior to the commencement of this agreement term, to provide AUTHORITY with copies of all certificates evidencing that such insurance is in full force and effect, and stating the terms thereof. Such policy or certificate shall contain a clause providing thirty days' prior notice to the AUTHORITY before any material change or cancellation is effective.

17. SUBROGATION OF INSURANCE.

AUTHORITY hereby waives any and all rights of recovery against Concessionaire for or arising out of damage or destruction of the building, or the Facility, or any other property of AUTHORITY, from causes then included under any of its 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 Concessionaire, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

Concessionaire hereby waives any and all rights of recovery against AUTHORITY for or arising out of damage to or destruction of any property of Concessionaire from causes then included under any of its 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 AUTHORITY, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

18. TERMINATION BY AUTHORITY.

THE AUTHORITY, in addition to any other rights to which it may be entitled by law or equity, may cancel this Agreement as set forth herein.

a. If Concessionaire shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained and on Concessionaire's part to be performed and observed and if such neglect or failure should continue for a period of sixty (60) days after receipt by Concessionaire of written notice of such neglect or failure or, if more than sixty (60) days shall be required because of the nature of the default, if Concessionaire shall fail within said sixty (60) day period to commence and thereafter diligently proceed to cure such default;

b. In the event that Concessionaire shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and Concessionaire is thereafter adjudicated bankrupt pursuant to such proceedings; or that the court shall take jurisdiction

of Concessionaire and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act; or that a receiver of Concessionaire's assets shall be appointed; or that Concessionaire shall be divested of its estate herein by other operation of law; or that Concessionaire shall fail to perform, keep and observe any of the material terms, covenants or conditions herein contained on the part of Concessionaire to be performed, kept or observed, following written notice by AUTHORITY to Concessionaire 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 Concessionaire, AUTHORITY 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 original term, unless such condition or default cannot reasonably be corrected within the sixty (60) day period and Concessionaire has demonstrated due diligence with respect to curing said default, then such default will be treated as cured until cured.

c. If Concessionaire shall continually, after notice, fail to abide by any material Applicable Law;

d. If Concessionaire shall fail to make productive use of the Assigned Areas; or,

e. If Concessionaire shall abandon the Assigned Areas or shall discontinue the conduct of its operations in the Assigned Areas for more than thirty (30) days.

f. In the event Concessionaire shall fail to cure a Concessionaire default within the time herein specified, the AUTHORITY, then, or at any time thereafter, while such breach is continuing, shall have the right, at its election, to terminate this Agreement by giving at least ten (10) days written notice to Concessionaire.

If AUTHORITY shall terminate this Agreement for any of the reasons specified above, Concessionaire shall have ten (10) days within which to remove its non-permanent improvements, fixtures, displays and equipment from the Assigned Areas at its own expense. If such cannot be removed within ten (10) days after such termination or cancellation, Concessionaire shall have a reasonable time thereafter within which to complete their removal.

Acceptance of payment by AUTHORITY for any period or periods after a default of any of the material terms, covenants and conditions herein contained to be performed, kept and observed by Concessionaire shall not be deemed a waiver of any other right on the part of AUTHORITY to cancel this Agreement for failure by Concessionaire so to perform, keep and observe any of the material terms, covenants or conditions hereof to be performed, kept and observed. No waiver of default by AUTHORITY of any of the material terms, covenants or conditions hereof to be performed, kept and observed by Concessionaire, shall be construed to be or act as a waiver of any subsequent default of any of the material terms, covenants or conditions herein contained to be performed, kept and observed by Concessionaire.

19. <u>TERMINATION BY CONCESSIONAIRE.</u>

The Concessionaire, in addition to any other rights of cancellation herein given to Concessionaire, or any other rights to which the Concessionaire may be entitled by law or otherwise, may cancel this Agreement by giving AUTHORITY sixty (60) days' advance written notice in the event of default by AUTHORITY under this Agreement continuing for more than sixty (60) days after the AUTHORITY's receipt of written notice of such default from the Concessionaire, upon or after the happening of any one of the following events:

a. The failure or refusal of the Federal Aviation Administration or any other applicable state of federal authority, to grant Concessionaire the right to operate into, on, from or through said Airport;

b. The issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the airport for airport purposes and the remaining in force of such injunction for a period of at least sixty (60) days.

c. The breach by AUTHORITY of any of the covenants or agreements herein contained and the refusal of AUTHORITY to remedy such breach within a reasonable period of time after receipt of a written notice of the existence of such breach; and

d. The inability of Concessionaire to use said Premises and facilities continuing for a period longer than sixty (60) days due to any order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of Concessionaire.

e. The number of enplaned passengers at the Facility decreases twenty percent (20%) or more below the traffic recorded during the same quarter of the previous year; or,

f. The destruction of such a significant portion of the Facility terminal building(s) due to fire, earthquake or any other causes not the fault of Concessionaire so as to make continuation of the advertising concession commercially unreasonable.

In lieu of or in addition to other rights granted hereunder, during any of the above events of AUTHORITY default, there shall be an abatement in Concessionaire's obligations, fees and charges that may otherwise be due AUTHORITY to the extent such obligations or Concessionaire's ability to generate advertising revenues are affected by such events.

In the event of cancellation due to such AUTHORITY default, Concessionaire shall be reimbursed by the AUTHORITY for the undepreciated portion of its actual capital costs (including, without limitation, construction and installation costs) of the permanent and non-permanent improvements, fixtures, displays and equipment used or acquired to be used in the Assigned Areas per a ten year straight-line depreciation schedule.

20. <u>SECURITY.</u>

Concessionaire shall comply with all applicable regulations relating to Airport security. AUTHORITY shall be held harmless for any and all breaches of the Federal Aviation Administration or Transportation Security Administration's policies and regulations and AUTHORITY's security rules or regulations caused by the Concessionaire, its agents or employees, or that occur on the Concessionaire's premises except to the extent caused by AUTHORITY. In the event the Federal Aviation Administration or the Transportation Security Administration imposes a fine or penalty for any such security violation, whether such fine or penalty is assessed to the AUTHORITY or the Concessionaire or their agents or employees, the penalty shall be paid by the Concessionaire, provided, however, that nothing herein shall

prevent Concessionaire from contesting the legality, validity or application of such fine or penalty to the full extent Concessionaire may be lawfully entitled so to do.

21. FIRE AND OTHER DAMAGE.

In the event that structural or permanent portions of the Assigned Areas shall be partially damaged by fire or other casualty not the fault of Concessionaire, the Concessionaire shall give immediate notice after discovery thereof to the AUTHORITY and the same shall be repaired at the expense of the AUTHORITY without unreasonable delay unless AUTHORITY determines that the damage is so extensive that repair or rebuilding is not feasible. From the date of such casualty until such area is so repaired (including if such area is not repaired), any fee payments otherwise due hereunder shall abate in amounts proportional to the loss of available advertising space; provided, however, that if an area shall be so slightly injured in any such casualty as not to be rendered unfit for normal usage, the fees related thereto shall not cease or be abated during any repair period. In the event of the area being damaged by fire or other casualty to such an extent as to render it necessary in the exclusive judgment of the AUTHORITY not to rebuild the same, then, at the option of the AUTHORITY or Concessionaire, and upon thirty (30) days written notice to the other, this Agreement as it applies to said area shall cease and come to an end, and the fees payable to the AUTHORITY shall be proportionally adjusted to represent the loss of the use of the area to Concessionaire. If the AUTHORITY elects to rebuild said areas, the AUTHORITY shall notify Concessionaire of such intention within thirty (30) days of the date of the damage.

22. AMENDMENT.

This Agreement constitutes the entire agreement between the parties. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

23. ENVIRONMENTAL PROTECTION.

Concessionaire agrees to comply in the performance of this Agreement with all applicable environmental laws, statutes, ordinances, regulations and orders, including all rules and regulations adopted by AUTHORITY relating to protection of the environment.

24. GENERAL PROVISIONS.

Federal Aviation Act, Section 308 — Nothing herein contained shall be deemed to grant the Concessionaire any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act. Without derogation to the Act and subject to the terms and provisions hereof, the Concessionaire shall have the sole right to use the Assigned Areas for advertising purposes under the provisions of this Agreement.

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

Nonwaiver of Rights — No failure by either party to strictly enforce any of the terms, 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, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Notices — All notices, requests and other communications under this Agreement shall be effectively given only if in writing and sent by United States registered or certified mail, return

receipt requested, postage prepaid, or by nationally recognized and receipted overnight courier service (e.g. FedEx, DHL or Airborne Express) guaranteeing next business day delivery, addressed as follows:

If to AUTHORITY:

Name: Wichita Airport Authority
Address: 2173 Air Cargo Road
Wichita, Kansas 67209

If to Concessionaire:

Name: Clear Channel Interspace Airports
Address: 4635 Crackersport Road
Allentown, PA 18104

or to such other addresses of which AUTHORITY or Concessionaire shall have provided notice as herein provided.

Captions — The headings of the several articles 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 — If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, the parties hereto agree that the remaining portions of this Agreement or portions thereof shall not be affected thereby, and such remaining provisions or portions thereof shall remain in full force and effect.

Right to Develop Facility — The AUTHORITY reserves the right to engage in further major development and improvement to the Facility as it may see fit, regardless of the desires or view of the Concessionaire and without interference or hindrance.

Nonliability of Officers and Employees — No member, director or officer of any AUTHORITY board or commission or its sponsoring authority, nor any officer, director, employee, elected or appointed official of the AUTHORITY or its sponsoring authority, and no officer, director, employee or agent of Concessionaire, shall be charged personally or held

personally contractually liable by or to the other due to any breach of this Agreement or relating to the execution of this Agreement.

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

Right to Amend — In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Facility, Concessionaire 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 to enable the AUTHORITY to obtain said Federal Aviation Administration funds, provided that in no event shall such changes materially impair the rights of Concessionaire hereunder or materially increase its obligations.

Force Majeure — Neither the AUTHORITY nor the Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, acts of terrorism or the results therefrom, or any other circumstances for which it is not responsible or which is not within its control.

Right of Relocation/Removal —In the event AUTHORITY requires an advertising location for municipal or aviation purposes or finds a more beneficial use for the advertising location, AUTHORITY shall have the right subject to sixty (60) days written notice by the Director of Airports, to relocate or replace said advertising location to another generally comparable location in the terminal building. The cost of such relocation shall be borne by the AUTHORITY. The replacement location shall be determined by mutual agreement between Concessionaire and AUTHORITY.

25. DISADVANTAGED BUSINESS ENTERPRISE AND NONDISCRIMINATION.

Nondiscrimination — Concessionaire agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, national origin or ancestry, disability, or age, except where age is a bona fide occupational qualification, in its operations or services being provided at the Premises, and its use or occupancy of the Premises under this Agreement. The Concessionaire agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, et seq.; the Code of the City of Wichita Section 2.12.950; and any laws, regulations or amendments as may be promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently, existing or hereafter enacted, which pertains to civil rights and equal employment opportunity.

Concession Disadvantaged Business Enterprise: If applicable, this agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR 23, Subpart F. The Airport has established an overall goal for Airport Concessions Disadvantaged Business Enterprise (ACDBE) participation in Concessions at the Airport, and is required to use good faith efforts to ensure that goal is achieved. The Airport encourages all concessionaires to maximize ACDBE participation in concession opportunities. The Airport shall have the right to count any ACDBE participation under this Agreement toward the Authority overall ACDBE concession goal.

Concessionaire's ACDBE Status: Concessionaire's ACDBE certification must be approved by the Unified Certification Program (UCP) on or before the execution date of this Agreement. A copy of the Concessionaire's current certification letter is to be submitted on or before the execution of this Agreement. Concessionaire must take all reasonable steps to maintain and keep current this ACDBE status throughout the term of this Agreement.

26. ENTIRE AGREEMENT.

The parties hereto understand and agree that this instrument contains the entire agreement between the parties hereto. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth. 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 whom they are acting herein.

The parties hereto acknowledge that they have thoroughly read and understand this Agreement, including any exhibits or attachments hereto.

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

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By:_____
Karen Sublett, City Clerk

By:_____
Carl Brewer, President

"Authority"

By: _____
Victor D. White, Director of Airports

ATTEST:

IN-TER-SPACE SERVICES, INC.
d/b/a Clear Channel Interspace Airports

By:_____

Title:_____

By:_____
Mark T. Lieberman, Co-CEO

"Concessionaire"

APPROVED AS TO FORM:_____Date:_____
Director of Law

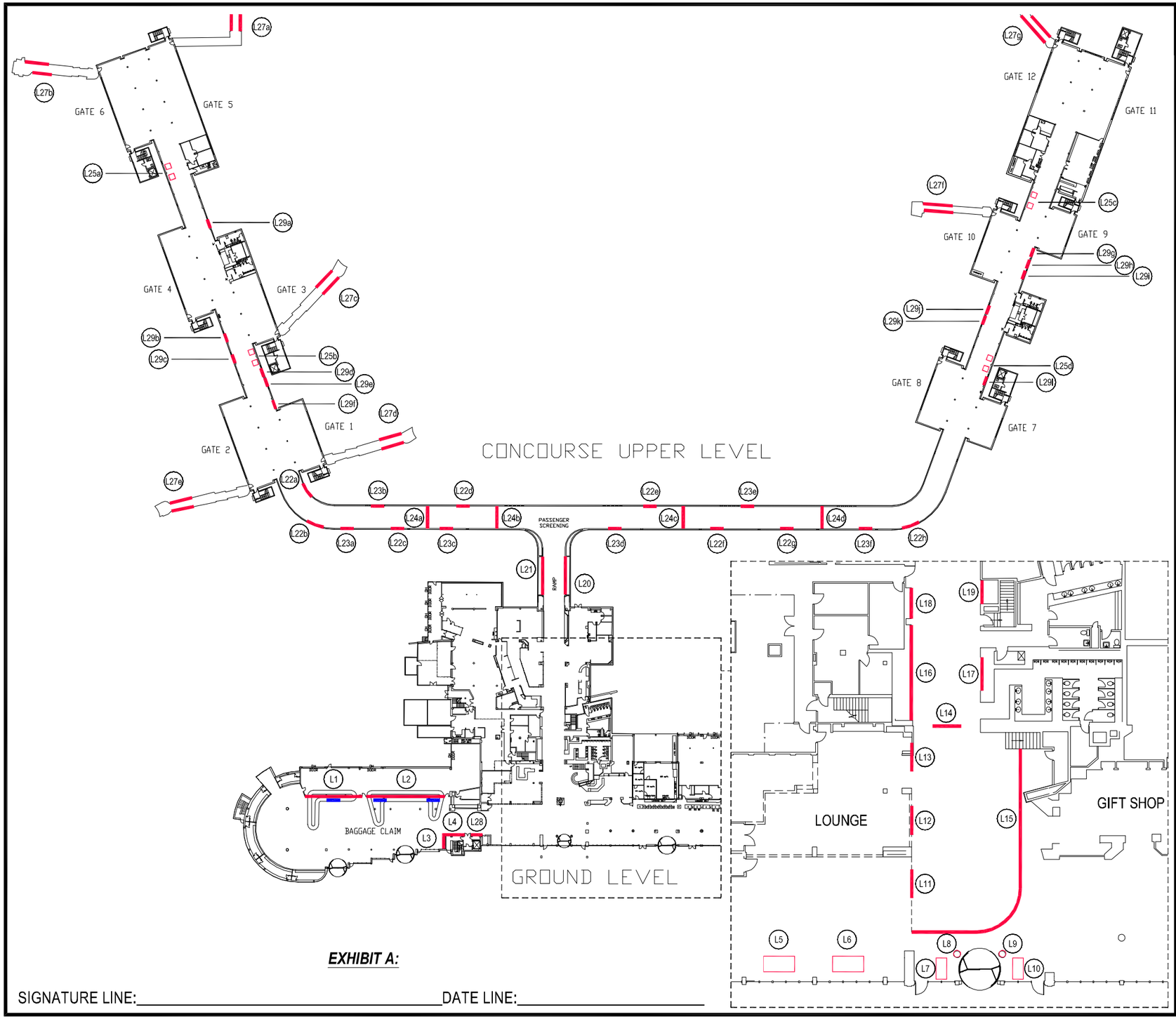


EXHIBIT A:

SIGNATURE LINE:_____DATE LINE:_____

D-I-S-P-L-A-Y S-C-H-E-D-U-L-E

L1	THEMED WALL WRAP BACKDROP W/ (1) 8' ADBOARD SCROLLING UNIT ENHANCED W/ "QWIKKER" MOBILE MEDIA TRANSPONDER
L2	THEMED WALL WRAP BACKDROP W/ (2) 8' ADBOARD SCROLLING UNITS
L3	RESERVATION / INFORMATION CENTER W/ BROCHURE DISTRIBUTION ENHANCED W/ "QWIKKER" MOBILE MEDIA TRANSPONDER AND CUSTOM HEADER
L4	LARGE FORMAT EDGELITE LED LIGHT PANEL OR CLIENT WALL WRAP
L5	SPECIALTY FLOOR DISPLAY LOCATION
L6	SPECIALTY FLOOR DISPLAY LOCATION
L7	SMALL SPECIALTY FLOOR DISPLAY LOCATION
L8	CLIENT COLUMN WRAP
L9	CLIENT COLUMN WRAP
L10	SMALL SPECIALTY FLOOR DISPLAY LOCATION
L11	8' EDGELITE LED LIGHT PANEL - SOFFIT MOUNTED
L12	8' EDGELITE LED LIGHT PANEL - SOFFIT MOUNTED
L13	8' EDGELITE LED LIGHT PANEL - SOFFIT MOUNTED
L14	DEPARTING SOFFIT W/ 8' EDGELITE LED LIGHT PANEL
L15	WELCOME SOFFIT SPECIALTY DEVELOPMENT W/ NEW WAY-FINDING STRUCTURE
L16	EXISTING PRODUCT CASE DEVELOPMENT TO REMAIN
L17	EXISTING PRODUCT CASE DEVELOPMENT TO REMAIN
L18	EXISTING PRODUCT CASE DEVELOPMENT TO REMAIN
L19	EXISTING PRODUCT CASE DEVELOPMENT TO REMAIN
L20	EXISTING PRODUCT CASE DEVELOPMENT TO REMAIN
L21	EXISTING PRODUCT CASE DEVELOPMENT TO REMAIN
L22	(3) 5' EDGELITE LED LIGHT PANELS - WALL MOUNTED
L23	CLIENT WALL WRAP
L24	OVERHEAD STRUCTURE W/ DOUBLE-SIDED TENSIONS FABRIC PANELS
L25	RETRO-FIT EXISTING FREECHARGE STATIONS W/ ADVERTISING SPONSORSHIP OPPORTUNITIES- TYPICAL (4) LOCATION PER CONCOURSE
L26	OUTDOOR: FLAGS, PARKING ARMS & STRUCTURES, BUS SHELTERS
L27	JETBRIDGE ADVERTISING
L28	CITY COUNCIL DISPLAY
L29	EDGELITE LED LIGHT PANEL OR CLIENT WALL WRAP

DISCLOSURE STATEMENT
USE OR DISCLOSURE OF THE PROPRIETARY AND CONFIDENTIAL INFORMATION CONTAINED IN THIS SHEET IS SUBJECT TO THE RESTRICTIONS OF THE TITLE PAGE OF THIS PROPOSAL

CLEARCHANNEL INTERSPACE AIRPORTS

MARKET: Wichita Mid-Continent Airport Terminal
ADVERTISING PROGRAM PROPOSAL SUBMITTAL
LOCATION: Overall Location Plan- Existing Terminal

SHEET NO.
X001.0

CONFIDENTIAL

Revised 06-16-2008

Agenda Item No. 16.

City of Wichita
City Council Meeting
June 17, 2008

TO: Wichita Airport Authority

SUBJECT: Clear Channel Interspace Airports
Airport Advertising Concession Agreement

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority ~~(Consent)~~ **(NON-CONSENT)**

Recommendation: Approve the Agreement.

Background: The Wichita Airport Authority has operated the in-terminal advertising program with in-house staff since the early 1990's. Prior to that time it was managed by Ackerley Airport Advertising acting as the concessionaire. Although the in-house program has been successful, it was determined that it would be prudent to explore utilizing outside expertise in airport advertising in order to refresh the program in the current terminal and to provide guidance of the latest best thinking on advertising media in the planned new terminal facility.

Analysis: A Request for Qualifications was advertised nationally to which three responses were received. After reviewing the responses and conducting interviews, the Staff Screening and Selection Committee selected In-Ter-Space Services, Inc. d/b/a Clear Channel Interspace Airports to provide the services. The company brings extensive experience in airport advertising and is the holder of similar contracts at more than 200 airports across the US and abroad. The Wichita Airport Advisory Board discussed this item at its June 2, 2008 meeting and voted to unanimously recommend the Agreement for approval by the WAA.

Financial Considerations: The proposed Agreement includes a 43% commission to the Authority on static displays and a 36% commission on high-technology media. The percentage of commission escalates as the amount of gross revenue increases. Additionally, the Agreement provides a minimum annual guarantee of $200,000 in the first year which increases to $250,000 for the second and subsequent years. The historic ten year average annual revenue from the advertising program is just under $200,000. The Agreement requires that Clear Channel invest a minimum of $125,000 in the current terminal facility at the onset of the arrangement with at least another $125,000 being invested in the planned new terminal. By having Clear Channel make the financial investment in advertising displays, it eliminates the need for the Airport to make ongoing capital investment in these materials. Clear Channel also has unique and proprietary equipment designs that are state-of-the art in airport advertising that would be otherwise unavailable to the Airport. The initial term will be 11 years under the current contract provisions, with one eight-year option to renew by the Authority subject to negotiations related to capital expenditures, improvements to the advertising program, proposed minimum annual guarantee and revisions to the management, marketing and operations plans to be implemented.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through creating opportunities to enhance revenues.

Legal Considerations: The Law Department has approved the Agreement as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Agreement and authorize necessary signatures.

Attachments: Three original signature copies and 12 distribution copies of the Agreement.

City of Wichita
City Council Meeting
June 17, 2008

TO: Wichita Airport Authority

SUBJECT: Transportation Security Administration Other Transaction Agreement

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Other Transaction Agreement.

Background: Wichita Mid-Continent Airport was a participant in the Transportation Security Administration (TSA) pilot program in which the TSA leased surveillance equipment from a third party vendor to enhance security and enable the provision of video recording of TSA screening operations in the terminal building. The pilot project has been completed and the leased equipment at Wichita Mid-Continent will be removed by the third party vendor in 2008. The leased equipment includes cameras, servers, storage devices and camera encoders related to the monitoring of TSA screening operations and have been operated independent of the Authority's Closed Circuit Television (CCTV) system.

Analysis: The TSA and the Airport agree the pilot program has been successful and has provided better accountability. In order to continue monitoring the passenger screening checkpoint and baggage inspection areas, the TSA has agreed to fund the replacement of the cameras and equipment formerly leased from a third party vendor if the Authority will include these areas in the upcoming replacement of the Authority's CCTV system. In exchange, the Airport will accept full responsibility to procure, install, own and operate the augmentation of the CCTV system to enhance aviation security for use by TSA and the Airport. This CCTV system replacement project will individually proceed through the standard authorization and procurement processes. An Other Transaction Agreement (OTA) is the document used by the TSA to award grant funds.

Financial Considerations: Grant funding in the amount of $730,833 has been offered by the TSA for the purpose of replacing the current screening area cameras and related equipment. A Passenger Facility Charge application has been approved to fund the remainder of the full CCTV system replacement project. The CIP includes the planned replacement of the CCTV system at Mid-Continent Airport; therefore, approval of this OTA allows the maximization of funding from grant sources.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through the continued acceptance of funding, which allows for improvements to the Airport's assets and enhances security for its users.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the receipt of funds, and authorize the Director of Airports to sign all the documents related to the Other Transaction Agreement.

Attachments: Twelve distribution copies of the Other Transaction Agreement.

OTHER TRANSACTION AGREEMENT

BETWEEN

DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION

AND

WICHITA AIRPORT AUTHORITY

REGARDING

WICHITA MID-CONTINENT AIRPORT
CLOSED CIRCUIT TELEVISION CAMERAS

Negotiated by the TSA pursuant to
Section 101(m)(1) of Public Law 107-71 codified at 49 U.S.C. § 114(m)(1)

HSTS04-08-H-CT7002

ARTICLE I. PARTIES

The parties to this agreement (Agreement) are the Transportation Security Administration (TSA), Department of Homeland Security (DHS) and the Wichita Airport Authority (WAA).

ARTICLE II. LEGAL AUTHORITY

This Agreement is entered into under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71 codified at 49 U.S.C. § 114(m)(1) which authorize other transaction agreements.

ARTICLE III. SCOPE

A. Purpose and Objective:

The purpose of this Agreement is to set forth the terms and conditions under which WAA will design, install and operate closed circuit television cameras (CCTV) and the terms and conditions for the shared use of the CCTV system at the Wichita Mid-Continent Airport . The CCTV system herein is defined as WAA airport surveillance hardware and storage equipment, as well as associated electrical, cabling, and support facilities that will be monitored at the Wichita Mid-Continent Airport. The objective of the Agreement is to provide greater surveillance of the Airport to include surveillance of TSA areas to enhance security, aid in the speedy resolution of claims, and assist in resolution of law enforcement issues.

B. Roles and Responsibilities:

1.0 Installation, Maintenance, and Operation

1.1 The WAA shall design, purchase, install, operate, repair and maintain CCTV equipment that meets the requirements set forth in this Agreement and identified in Exhibit A attached hereto. Sufficient equipment shall be installed to provide views of TSA baggage screening and checkpoint operations that are mutually acceptable to TSA and the Airport Authority.

1.2 TSA will pay the cost of the system as set forth in Article VII, below. WAA agrees to use such funds to perform the obligations outlined in Article III.A and B. Any funding required to complete the project that is in excess of the funding provided by TSA as set forth in Article VII, below, shall be resolved pursuant to Articles VII and X below.

1.3 WAA will be responsible for all maintenance and repairs of the CCTV system. Maintenance and repairs shall be performed in a reasonable fashion and with the goal of uninterrupted operation of the system.

1.4 WAA shall provide for storage of all data from the cameras at the TSA sites for a minimum of thirty (30) days.

2.0 CCTV Access and Control

2.1 Any and all requests for CCTV media received by WAA or the Airport shall be forwarded to the TSA Representative for a Sensitive Security Information (SSI) review in accordance with 49 C.F.R. § 1542.101(c) and 49 C.F.R. § 1520.9(a)(3).

2.2 WAA shall be the owner and custodian of the CCTV system as well as any video media generated from the CCTV and will secure all CCTV media at all times pursuant to 49 C.F.R. § 1542. Access to CCTV data output will be limited to WAA, Airport, law enforcement agencies and TSA personnel on a basis of need to know in order for law enforcement and security purposes. No part of this provision shall be construed to limit the ability of WAA and TSA personnel to access the above-referenced media for the purpose of conducting any administrative or criminal investigation. Any requests received by WAA or the Airport for the data produced by the CCTV for views of passenger checkpoint and baggage screening areas must be handled in accordance with paragraph B.2.1, above. Upon written request and in coordination with Airport staff, TSA will be provided copies of the data produced for law enforcement investigations, national security investigations, or other administrative investigations, training, or for quality control purposes.

C. Type of Agreement

This Agreement is an "other transaction agreement." It is not intended to be, nor shall it be construed as creating a partnership, corporation, or other business organization.

ARTICLE IV. EFFECTIVE DATE, TERM, AND TERMINATION

The effective date of this Agreement is the date on which it is signed by appropriate representatives for TSA and WAA, and shall be the date of the last signature ("Effective Date"). For purposes of installing the CCTV equipment, the Agreement shall be in effect for a period of two (2) year from the effective date. For purposes of CCTV access and control the period of performance is indefinite unless otherwise modified per Article X - Changes or Modifications or terminated per Article XI - Termination.

ARTICLE V. REQUIRED FEDERAL PROCUREMENT PROVISIONS

WAA and its contractors shall comply with the following:

1.0 Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in Federally assisted program.

2.0 Where work is covered by the Davis-Bacon Act, Federal Acquisition Regulation Clause 52.222-6 following clause shall apply regarding labor relations to Federally assisted program and provide its contractors with a certification to that effect.

3.0 Federal Acquisition Regulation Clause 52.203-11, "Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions", is incorporated herein by reference into this Agreement.

4.0 Contracts awarded by the Airport Authority of this Project must comply with Federal provisions established by laws and statutes.

ARTICLE VI. AUTHORIZED REPRESENTATIVES

1.0 The authorized representative for each party shall act on behalf of that party for all administrative matters related to this Agreement. Each party's authorized representative may appoint one or more others to act as authorized representative for any administrative purpose related to this Agreement, provided written notice of such appointments are made to the other party to this Agreement. The authorized representatives for the parties are as follows:

For TSA:

Program Officer and Contracting Officer Technical Representative
Lynn Sciascia
Office of Security Technology, TSA-16
Transportation Security Administration
601 S. 12th Street
Arlington, Virginia 22202
Telephone: 571-227-1165
E-mail: lynn.sciascia@dhs.gov

Contracting Officer
Connie Thornton
Transportation Security Administration
4275 Airport Road, Suite C
Rapid City, SD 57703
Telephone: 605-393-8191
E-mail: connie.thornton@dhs.gov

Federal Security Director Representative
Keith Osborn
Federal Security Director
2299 Airport Rd.
Wichita, KS 67209
Telephone: 316-946-4773
E-mail: keith.osborn@dhs.gov

For the Airport Authority:
Victor White
Director of Airports
2173 Air Cargo Road
PO Box 9130
Wichita, KS 67277
Telephone: 316-946-4700
E-mail: vwhite@wichita.gov

For the Airport Project Manager:
Brad Christopher
Assistant Director of Airports, Operations
Wichita Mid-Continent Airport
2173 Air Cargo Road
Wichita, KS 67209

Paul Moore, Chief
Wichita Mid-Continent Airport
2193 Air Cargo Road
Wichita, KS 67209

2.0 Only the TSA Contracting Officer shall have the authority to bind the federal government with respect to funding and liability.

ARTICLE VII. CONTRIBUTIONS, FUNDING, AND PAYMENT

1.0 TSA will provide funding to WAA in an amount not to exceed $730,833.00. Funds in the amount of $730,833.00 are hereby obligated and made available for payment for performance of this Agreement. Expenses incurred in executing the work identified herein are chargeable to:

Accounting Code: 2108208CT7002

5SF08XB010D2008SWE030GE000523006200622CTO/5905208413000000/252R/
TSA DIRECT/DEF. TASK $548,125.00

5AV07XB010D2008SWE044GE012523006200622CTO/5905208413000000/252R/
TSA DIRECT/DEF. TASK $182,708.00
Total: $730,833.00

2.0 WAA will provide all necessary maintenance and repairs for Wichita Mid-Continent Airport CCTV system.

3.0 In the event of termination or expiration of this Agreement, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are

not reasonably necessary to cover termination expenses will be returned and/or de-obligated from this Agreement.

4.0 TSA's obligation to make payments to WAA is limited to the amount of funds obligated and available for payment hereunder, including written modifications to this Agreement, which shall be mutually agreed to by both parties.

5.0 Prior to release of final payment, TSA will review the system performance of the CCTV system and determine whether the system conforms to TSA requirements according to the terms of this Agreement. Under no circumstances will TSA be liable for (1) interest charges; (2) any profit to WAA or (3) costs incurred by WAA, the Airport or its subcontractors or agents to perform work not in compliance with the terms of this Agreement. The TSA Contracting Officer has the right to recoup any payments made to WAA if the TSA Contracting Officer determines that the invoices submitted to the TSA exceed the actual costs incurred, or if the installation, maintenance or operation substantially deviates from the TSA requirements in this Agreement.

6.0 Payment by TSA is conditioned upon receipt by TSA of an invoice identifying project costs that have been incurred. Invoices shall be submitted at least every sixty (60) days, but not more frequently than every thirty (30) days. Attached to the invoice shall be receipts or other documentation for the work performed, with all appropriate identifications indicating that the obligations have been paid in full. Invoices shall specify the vendor, services provided, and products delivered. Invoices must be submitted to TSA at the billing address identified below, with a copy of each request for payment to the TSA Program Officer and Contracting Officer and identified in Article VI, above.

Billing Address:

United States Coast Guard Finance Center
TSA Commercial Invoices
P.O. Box 4111
Chesapeake, VA 23327

For purposes of submission to the Coast Guard Finance Center, WAA invoice formats are acceptable. At a minimum, the Invoice should contain:

- Agreement Number HSTS04-08-H-CT7002
- Invoice Date
- Invoice Number
- Tax Identification Number
- DUNs Number
- Electronic Funds Transfer Banking Information,
- Dollar Amount of Reimbursement being requested from the TSA funding
- WAA's Point of Contact with contact information
- Signature of WAA's authorized representative and certification language: "*This is to certify that all services set forth herein were performed during the period stated and that incurred costs billed were actually expended for the Project.*"

7.0 TSA funds may only be spent for allowable, allocable and reasonable costs in accordance with the Federal Acquisition Regulation Cost Principles and OMB Circular No. A-87, in effect on the Effective Date of the Agreement.

8.0 In consideration of WAA agreeing to repair, maintain, and operate the equipment, as set forth in Article III.B.1.3, all equipment acquired by WAA in performance of this Agreement shall be the property of WAA whether purchased with TSA or WAA funds.

ARTICLE VIII. AUDITS

1.0 The federal government, including the Comptroller General of the United States, has the right to examine or audit relevant financial records for a period not to exceed three (3) years after expiration of the terms of this Agreement. WAA and its contractors must maintain an established accounting system that complies with generally accepted accounting principles. Records related to disputes arising out of this Agreement shall be maintained and made available until such disputes have been resolved.

2.0 As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

3.0 WAA shall maintain all records and other evidence sufficient to reflect costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Agreement. The TSA Contracting Officer or the authorized representative of the TSA Contracting Officer shall have the right to examine and audit those records upon demand during WAA regular business hours. The right of examination shall include inspection at all reasonable times at WAA and at contractor or subcontractor offices directly responsible for the project.

4.0 WAA will be required to submit cost or pricing data and supporting information in connection with any invoice relating to this Agreement if requested by the TSA Contracting Officer.

5.0 This Article VIII shall not be construed to require WAA or its contractors or subcontractors to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting practices.

ARTICLE IX. FLOW DOWN PROVISIONS

WAA shall include Articles V, VIII, and XVIII, in all contracts or subcontracts relating to this Agreement that exceed $100,000. Such Articles may be altered only as necessary to identify properly the contracting parties.

ARTICLE X. CHANGES AND MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and an authorized representative of the WAA with authority to bind WAA. The modification shall state the exact nature of the change and/or modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. The properly signed modification shall be attached to this Agreement and thereby become a part of this Agreement.

ARTICLE XI. TERMINATION

1.0 In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than performance of obligations accrued on or prior to the termination date) by giving the other party at least ninety (90) days written notice of termination. Upon receipt of notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations, which might require payment.

2.0 In the event of termination the following provisions shall remain in full force and effect: Subsections 1.3 and 1.4 and 2.0 of Article III.B. Roles and Responsibilities; Article VIII. Audits; Article XIII. Disputes; Article XV. Limitation of Liability; Article XVI, Protection of Information; and Article XVIII. Publicity.

ARTICLE XII. CONSTRUCTION OF THE AGREEMENT

1.0 Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other.

2.0 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

3.0 In the event that any Article and/or parts of this Agreement are determined to be void, such Article or portions thereof shall lapse. No such lapse will affect the rights, responsibilities, and obligations of the parties under this Agreement, except as provided therein. If either party determines that such lapse has or may have a material effect on the performance of the Agreement, such party shall promptly notify the other party, and shall negotiate in good faith a mutually acceptable amendment to the Agreement if appropriate to address the effect of the lapse.

ARTICLE XIII. DISPUTES

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of

disagreement shall be stated in writing by each party and presented to the other for consideration. If agreement on interpretation is not reached within thirty (30) days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute cannot be resolved through negotiations, the dispute shall be submitted to the Office of Dispute Resolution for Acquisition ("ODRA") (see http://www.faa.gov/agc/odra/default.htm). ODRA acts on behalf of TSA, pursuant to a Memorandum of Agreement dated September 23, 2002, to manage TSA's dispute resolution process and to recommend decisions on matters concerning contract disputes. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions.

ARTICLE XIV. WARRANTIES

TSA makes no express or implied warranties as to any matter arising under this Agreement, or as to the merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE XV. LIMITATION OF LIABILITY

Claims for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages only up to the aggregate amount of funding obligated under this Agreement at the time the dispute arose. In no event shall the TSA or WAA be responsible for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE XVI. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect all proprietary, privileged, or otherwise sensitive information that may come into their possession as a result of this Agreement, including SSI and operational information.

ARTICLE XVII. LIMITATION OF ASSIGNMENT

WAA may not assign its rights or obligations under this Agreement to any other entity or person without the prior written consent of the TSA.

ARTICLE XVIII. PUBLICITY

All publicity or public affairs activities related to the subject matter of this Agreement must be coordinated with the TSA Office of Strategic Communication and Public Affairs.

ARTICLE XIX. SURVIVAL OF PROVISIONS

The following provisions of this Agreement shall survive the termination of this Agreement: Subsections 1.3 and 1.4 and 2.0 of Article III.B. Roles and Responsibilities; Article VIII – Audits; Article XIII – Disputes; Article XV – Limitation of Liability; and Article XIX – Survival of Provisions.

AGREED:

The Wichita Airport Authority

BY: _____
Carl Brewer, President

DATE: _____

TRANSPORTATION SECURITY ADMINISTRATION

BY: _____
Connie Thornton
Contracting Officer

DATE: _____

Approved as to Form
Gary E Rebenstorf / SAC
City Attorney

CITY OF
WICHITA

Wichita Airport Authority

October 17, 2007

Ms. Lynn Sciascia
Program Officer CCTV
Transportation Security Administration
601 S. 12th Street (TSA-16)
Arlington, VA 22202

Dear Ms. Sciascia:

Thank you for the opportunity to participate in the Closed Circuit Television (CCTV) and Other Transaction Agreement (OTA) that creates a partnership between Wichita Mid-Continent Airport and Transportation Security Administration (TSA).

I have discussed this proposal with the Federal Security Director, Keith Osborn, and we agree that this program will benefit both the Airport and the TSA. The airport will take full responsibility to purchase, install, own and operate the augmentation of our existing CCTV system to enhance aviation security for use by TSA and ourselves. We have provided an attached line item cost estimate of $730,832.91 for this augmentation and understand that cost for the additional cameras and system components as detailed will be reimbursed per the amount and terms set out in the OTA.

Specifically, the enhanced system will provide better surveillance of the passenger and baggage areas. The new system will allow a 30-day look back capability, which can be used to increase Airport and TSA operational security and will enhance situational awareness. Each of the Airport's checkpoints and baggage inspection areas will be monitored with additional cameras. Presently, there are few cameras available to TSA at each area and they are planned to be removed. The placement of the cameras will enable TSA and the Airport to keep a visual surveillance of passenger/baggage volume and activity. We will be able to monitor checkpoint lines of the non-secure side of our checkpoints, increase coverage of the secure side of the checkpoints, and provide coverage of the baggage resolution rooms. These additional cameras will increase airport security, allow better personnel deployment, and assist with resolution of suspicious items efforts to resolve alarmed bags that are determined to be threats resulting in evacuation of the rooms by the TSA personnel.

Wichita Mid-Continent Airport is prepared to pursue an OTA with TSA for this project.

WICHITA AIRPORT AUTHORITY

Victor White, A.A.E.
Director of Airports

cc: Keith Osborn, FSD

2173 Air Cargo Road • P.O. Box 9130 • Wichita, Kansas 67277-0130
T 316.946.4700 F 316.946.4793
www.flywichita.org

Closed Circuit TV (CCTV) Scope of Work

PART 1 GENERAL

Purpose

The objective of this project is to design and implement a plan to upgrade and expand the Wichita Airport Authority's (WAA) CCTV system including the replacement and integration of the Transportation Security Administration's (TSA) Electronic Surveillance System (ESS). The purpose is to better serve the airport security, to verify and resolve any claims, assist in law enforcement activity and to improve visual aid in specific locations for better camera coverage.

Background Information

Wichita Mid-Continent Airport was one of the participants in the TSA pilot ESS program in which leased surveillance equipment to enhance security and to enable the provision of video recording. The system was installed in 2005 and upgraded in early 2007. The above-mentioned pilot project has been completed and the leased equipment at Wichita Mid-Continent will be removed on or about February 2008. The leased equipment includes all cameras, servers, SAN devices and camera encoders. Therefore, the loss in camera coverage will result in inefficient security, unable to verify claims, alleviate the ability to provide video coverage for evidence to dispute or support any claims.

The current TSA system has been used for monitoring, to verify claims of loss or mal-treatment by Wichita passengers and to aid in law enforcement activities.

Intended Results

The goal of the replacement system is to provide better surveillance to resolve claims, monitor and aid law enforcement. The result of a WAA and TSA joined review of the existing ESS system shows that the relocation of some of the cameras and the overviews provided by existing WAA cameras will result in better coverage for both organizations in the passenger screening (check-point) area. Likewise, the location of cameras in the baggage area will change to reflect the current TSA equipment placement. New cameras will be added to cover areas not included in the pilot project. This new design will enhance, improve and cover all necessary areas as established by the joined review. Please refer to exhibit A for general location of cameras in the check-point area. Exhibit B shows general location of cameras in the baggage and ticket counter areas. This design will give access to authorized TSA personnel. However, said access will be limited to cameras in the TSA areas only.

Expected Benefits

WAA and TSA agree that the ESS pilot project was a success. The replacement of the existing system based on the review mentioned above will provide a greater achievement. Intangible benefits such as airport security, claim resolution, aid to law enforcement, and

situation awareness will not only be continued, but they will be enhanced to a level that meets the standards of today's security issues and reinforce a successful operation.

Approach

The joined review previously mentioned only addressed the cameras and their location. The next step in this project was to select an access method. The equipment and access methods were identified and included in the cost estimate. In order to comply with the 30 days recording and 15 FPS requirements, an analysis of the existing WAA CCTV system was completed. The analysis of WAA existing CCTV system revealed that the recording equipment is not adequate to provide the recording capacity for the 37 cameras in the TSA area. In addition, said recording equipment is outdated. Therefore, it was recommended that larger recording capacity and up-to-date systems be procured. It was also noted that in order to use the existing fiber, larger multiplex units must be used.

Please be advised, WAA is in the process of initiating a project to expand its CCTV system in the Northwest area of the airport campus. The expansion consists of 18 cameras. Currently, there is enough storage capacity in the system to support this addition. However, by combining the two expansions plans into one project both entities will benefit economically and technically.

Scope

There are two types of views for the cameras. A camera is either set to over-the-table view (in this view the camera provides at "birds eye" view of the screeners table) or the camera is set to an "overview" configuration (In this view the camera provides a general view of the area).

There are three areas where the cameras will be located. These areas are: the check-point, the baggage area and ticket counter area. Please be aware, Mid-Continent Airport has only one check-point area. The over-the –table cameras in this area are located based on the table locations. The overview camera locations were selected by reviewing views on existing cameras on both the ESS and airport CCTV systems. Please refer to Exhibit A for the general location of cameras in this area. The same process that was used to identify the placement of cameras in the check-point area was also applied in the baggage and ticket counter area for both existing and new cameras. Due to the fact, recently two airlines have moved into vacant spaces it is necessary to add cameras in order to monitor and record any activity in these new locations. In reference to the ticket counter area, two new X-ray systems were installed in the lobby area. The pilot program did not cover these new systems. Please refer to Exhibit B for the general location of cameras in the baggage and ticket counter areas.

PART 2 PROCESSES, TIMEFRAMES & EXECUTION

Bidding process and vendor selection will not be applicable in this instance. WAA will procure all work and purchases that pertains to this project to said vendor in order to fulfill its obligation.

As stated earlier, this system is a replacement; therefore, the design phase of this project consisted of documenting the existing system. In areas where the pilot project does not provide coverage, the set up was copied from similar configured areas. Existing cable routes will be used to install the cable.

Notice to Proceed will be authorized by the Federal Security Director Representative after final plans have been reviewed and accepted. The timeframe to install the system from Notice to Proceed to acceptance is 180 days.

As far as the installation it will be according to the following plan:

- Upgrade of recording equipment.
- Installation of cable for check-point area.
- Installation of cameras for check-point area.
- Installation of cable for ticket counter area.
- Installation of cameras in ticket counter area.
- Installation of cable in baggage areas
- Installation of cameras in baggage area
- Network interface installation
- Testing of system
- Acceptance and commission of system.

Note that all work will be performed during down times to avoid the interruption of operations.

A testing matrix developed by the airport will be done in order to perform testing. Exhibit C has a sample of this matrix. Once testing is completed a joined final review of the system will take place follow by acceptance and commissioning.

CCTVAP COST ESTIMATE ICT

CAMERAS

TERMINAL ID	AREA PURPOSE PASSENGER CHECKI	BAGGAGE I	CAMERA TYPE	QUANTITY	INDIVIDUAL COST	TOTAL COST
Cargo Building			PTZ, color, hi-res, 35 X, exterior	17	2274.29	$ 38,662.93
P/L pole			PTZ, color, hi-res, 35 X, exterior	1	2274.29	$ 2,274.29
Cargo Building			Wall mounts	18	76.39	$ 1,375.02
Cargo Building			Corner mounts	2	44.44	$ 88.88
P/L pole			Pole adapter	1	59.03	$ 59.03
Cargo Building			Power supply	18	122.31	$ 2,201.58
P/L pole			Surge protector	1	48.61	$ 48.61
	TSA Checkpoint		Color, hi-res, fixed w/lens,housing	17	549.6	$ 9,343.20
	TSA Checkpoint		Wall mount	17	38.62	$ 656.54
West Wing			Color, hi-res, fixed w/lens,housing	20	549.6	$ 10,992.00
West Wing			Wall mount	20	38.62	$ 772.40
					CAMERAS TOTAL:	$ 66,474.48

CONDUIT AND CABLE

TERMINAL ID	AREA PURPOSE PASSENGER CHECKI	BAGGAGE I	TYPE	QUANTITY	INDIVIDUAL COST	TOTAL COST
Cargo Building			RG59U	9	170.83	$ 1,537.47
Cargo Building			18AWG, 2 cond	9	152.78	$ 1,375.02
			Coax connector	36	1.48	$ 53.28
	TSA Checkpoint		RG59 + 18-2 Siemese	17	286.37	$ 4,868.29
	TSA Checkpoint		Coax connector	34	1.48	$ 50.32
West Wing			RG59 + 18-2 Siemese	20	286.37	$ 5,727.40
West Wing			Coax connector	40	1.48	$ 59.20
			Mini Coax	1	219.47	$ 219.47
			Mini Coax connectors	260	1.54	$ 400.40
					CONDUIT AND CABLE TOTAL:	$ 14,290.85

DIGITAL VIDEO RECORDING AND NETWORK

LOCATION	ITEM (MONITORS, SERVER TOWE	TYPE	QUANTITY	INDIVIDUAL COST	TOTAL COST
Safety Bldg	Nice Vision recorder	Digital system, 4CIF @ 15FPS, 30 days	1	312,627.08	312,627.08
Cargo Building	Fiber transmitter	4 channel video, 1 fiber	4	1,111.11	$ 4,444.44
Cargo Building	Fiber transmitter	4 channel video plus data, 1 fiber	1	2,256.92	$ 2,256.92
P/L pole	Fiber transmitter	1 channel video plus data, 1 fiber	1	555.56	$ 555.56
Cargo Building	Fiber receiver	1 channel video plus data, 1 fiber	1	555.56	$ 555.56
Cargo Building	Fiber rack	19", 115 VAC input	1	555.56	$ 555.56
Safety Bldg	Fiber receiver	4 channel video, 1 fiber	4	1,111.11	$ 4,444.44
Safety Bldg	Fiber receiver	4 channel video plus data, 1 fiber	1	2,256.92	$ 2,256.92
Safety Bldg	Fiber rack	19", 115 VAC input	1	555.56	$ 555.56
TermBasement	Fiber transmitter	Digital, 16 channel	4	8338.03	$ 33,352.12
TermBasement	Distribution amplifier	Four outputs each	12	711.92	$ 8,543.04
TermBasement	Cabinet 83x24x25	Equipment	1	1153.53	1153.53
TermBasement	Cabinet door	Locking	2	384.07	$ 768.14
TermBasement	Power strip		2	37.47	$ 74.94
TermBasement	Fiber card cage with P/S	Rack	2	782.85	$ 1,565.70
TermBasement	Camera power supply	16 channel, individual fuses	3	248.55	$ 745.65
Safety Bldg	Matrix switcher		1	15400.04	15,400.04
Safety Bldg	Looping panel		4	264.29	$ 1,057.16
Safety Bldg	Fiber receivers	Digital, 16 channel	4	7025.57	$ 28,102.28
Safety Bldg	Cabinet 83x24x25	Equipment	1	1153.53	1153.53
Safety Bldg	Cabinet door	Locking	2	384.07	$ 768.14
Safety Bldg	Power strip		2	37.47	$ 74.94
Safety Bldg	Fiber card cage with P/S	Rack	2	782.85	$ 1,565.70
TermBasement	Fiber install to TSA	600 ft with inner duct and termination	1	2,440.00	$ 2,440.00
TermBasement	PIX 501 3DES BLD	Firewall equipment	1	402.63	$ 402.63
TermBasement	Catalyst 2940 8PT	Distribution Cisco switch	1	592.14	$ 592.14
				DIGITAL VIDEO RECORDING AND NETWORK TOTAL:	$ 426,011.72

GENERAL CONDITIONS

Examples might be:

		TOTAL COST
Design Effort		$ 2,000.00
Camera Installation Labor		$ 7,395.63
Conduit and Cable Labor		$ 31,689.37
Vendor Project Mgmt		$ 17,910.43
Contractor Labor & Overhead		included
Project Management	30 hours @ $100	$ 3,000.00
12% Airport Labor & Overhead		$ 60,813.25
10% Project Contingency		$ 50,677.71
Personnel Training		$ 1,000.00
Programming		$ 2,000.00
Misc Material		$ 4,676.39
Warranty reserve		$ 23,885.10
Installation labor		$ 3,898.96
Shipping and handling		$ 15,109.03
Sales Tax (if not included in equipment costs)		exempt
	GENERAL CONDITIONS TOTAL:	$ 224,055.86

TOTAL ESTIMATED PROJECT COST

$ ***730,832.91***

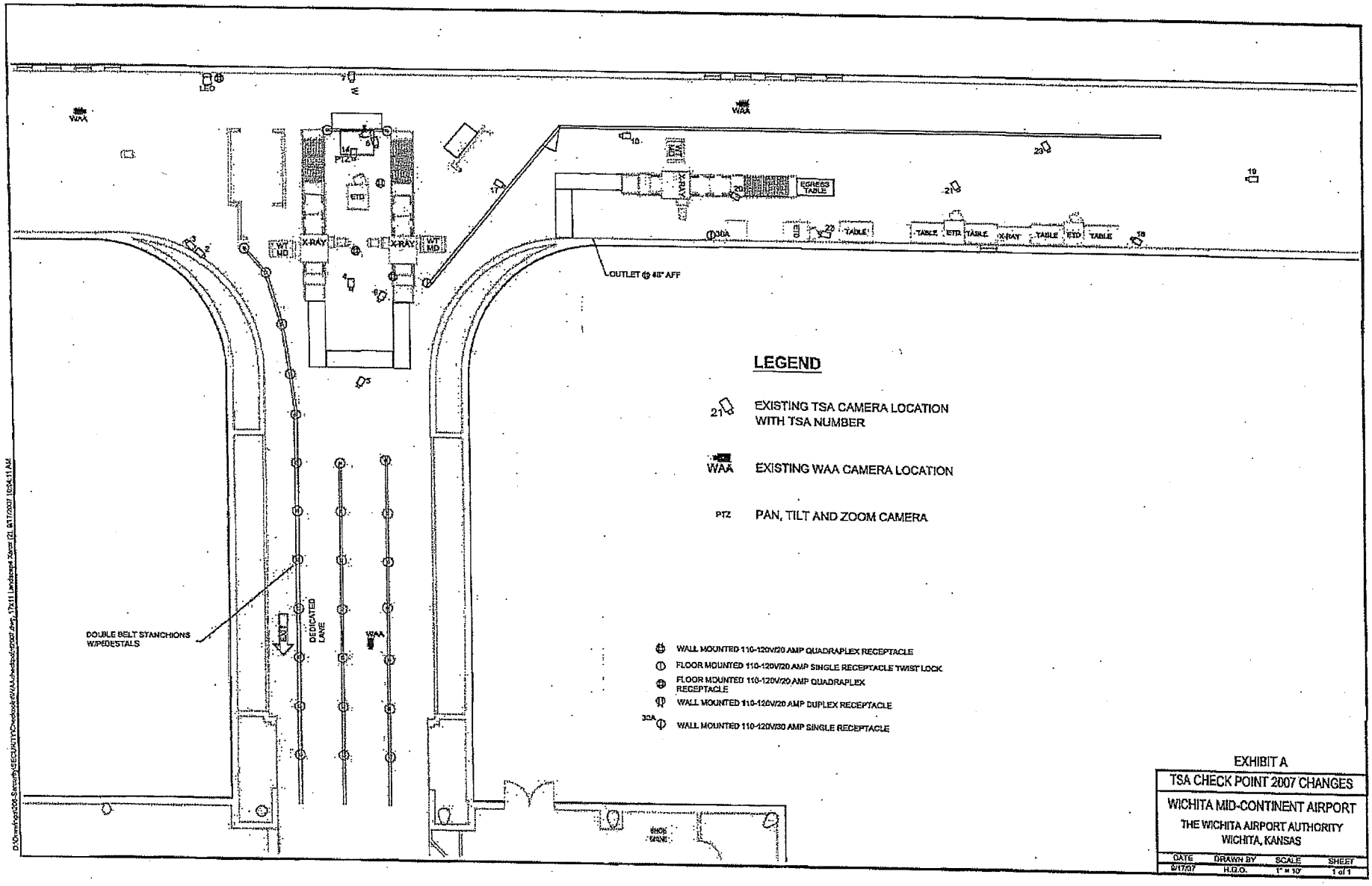
(SUM of: Cameras + Conduit and Cable + Digital Video Recording and Network + General Conditions)
NOTE: This amount should match the amount in the Proposal Letter

New Cam	Location Name	Old Cam Num	Video	Control Data	Fiber TX	Fiber RX	Mux TX	Mux RX	Home	Presets	Alarm	PTZ Control	Lens Control	Unit Power	Housing	Integrate	Preset Call	Switching	On Screen	Menus	Recording	Playback	NOTES and Resolutons
45	High Bay Camera		x	x					x	x	x	x	x	x	x	x	x	x	x	x	x	x	
46	Safety Building SW Corner		x	x					x	x	x	x	x	x	x	x	x	x	x	x	x	x	
47	West Basement Entrance	30	x				x	x															
48	TSA 2nd Floor Hallway		x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	

A	DVR Recorder	OK
B	DVR RAIDS	OK
C	DVR SQL Server	OK - New server installed prior to ttest out
D	Matrix	OK
E	CPU	OK
F	Code Units	OK
G	Keyboard	OK
H	UPS units	OK
I	Console	OK - adjust the touch sensor for front lights

CAMERA SYSTEM TESTOUT

New Cam	Location Name	Old Cam Num	Video	Control Data	Fiber TX	Fiber RX	Mux TX	Mux RX	Home	Presets	Alarm	PTZ Control	Lens Control	Unit Power	Housing	Intergrate	Preset Call	Switching	On Screen	Menus	Recording	Playback	NOTES and Resolutons
1	Gate Area 1	1	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	Replace existing 4 channel muxes
2	Gate Area 2	2	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
3	Gate Area 3	3	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
4	Gate Area 4	4	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
5	Gate Area 5	5	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
6	Gate Area 6	6	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
7	Gate Area 7		x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
8	Gate Area 8	8	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
9	Gate Area 9	9	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
10	Gate Area 10	10	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
11	Gate Area 11	11	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
12	Gate Area 12	12	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
13	East Concourse	27	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
14	West Concourse	7	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
15	East Check Point	13	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
16	West Check Point		x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
17	North Check Point Ramp		x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
18	Café Area	23	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
19	East Baggage Claim	24	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
20	West Baggage Claim	25	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
21	Main Terminal Entrance		x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
22	East Ticket Counter		x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
23	West Ticket Counter	26	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
24	East Baggage Tunnel		x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
25	West Baggage Tunnel		x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
26	East Terminal Curb		x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
27	West Terminal Curb	22	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
28	Ticket Counters Ramp Side	21	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
29	Gate 7	14	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
30	Gate 11	15	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
31	Gate 12 Pole	16	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
32	Gate 5	17	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
33	Gate 6 Pole	18	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
34	Gate 2	19	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
35	BaggageClaim	20	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
36	West Control Tower	29	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
37	East Control Tower	28	x	x			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
38	Ampco Parking Pole		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
39	Gate A Pole		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
40	Gate B Pole		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	reboot camera - checking with AD for cause of camera shut downs
41	Gate E Pole		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
42	Gate F Pole		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
43	Gate G Pole		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	Fiber signal loss - verifing db loss
44	South Yard Pole		x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	reboot camera - checking with AD for cause of camera shut downs
																							Fiber signal loss - verifing db loss


LEO
WAA
PTZ
ETD
X-RAY
WT MD
EGRESS TABLE
TABLE
OUTLET @ 48" AFF
DOUBLE BELT STANCHIONS W/PEDESTALS
EXIT
DEDICATED LANE
LEGEND
EXISTING TSA CAMERA LOCATION WITH TSA NUMBER
EXISTING WAA CAMERA LOCATION
PAN, TILT AND ZOOM CAMERA
WALL MOUNTED 110-120V/20 AMP QUADRAPLEX RECEPTACLE
FLOOR MOUNTED 110-120V/20 AMP SINGLE RECEPTACLE TWIST LOCK
FLOOR MOUNTED 110-120V/20 AMP QUADRAPLEX RECEPTACLE
WALL MOUNTED 110-120V/20 AMP DUPLEX RECEPTACLE
WALL MOUNTED 110-120V/30 AMP SINGLE RECEPTACLE
EXHIBIT A
TSA CHECK POINT 2007 CHANGES
WICHITA MID-CONTINENT AIRPORT
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS
DATE 9/17/07
DRAWN BY H.G.O.
SCALE 1" = 10'
SHEET 1 of 1

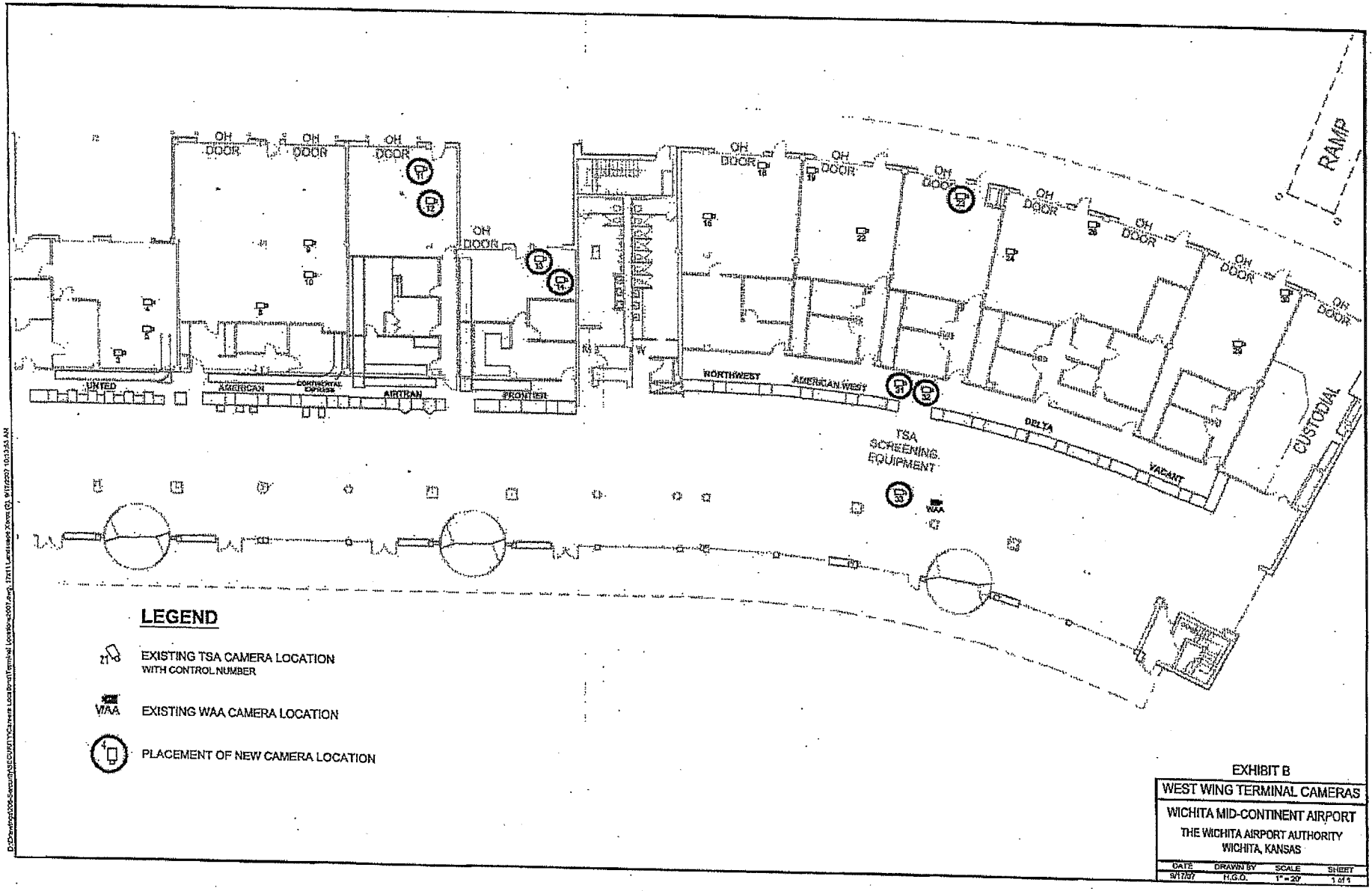


EXHIBIT B

WEST WING TERMINAL CAMERAS

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DRAWN BY	SCALE	SHEET
9/17/07	H.G.O.	1"=20'	1 of 1

Agenda Item No. 23a.

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council Members

SUBJECT: Petitions for Paving and Drainage Improvements for Waterfront Residential and Greenwich Office Park Additions (north of 13th, west of Greenwich) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petitions.

Background: On November 6, 2007 and February 5, 2008, the City Council approved petitions to construct paving and drainage improvements in Waterfront Residential and Greenwich Office Park Additions. The developers have submitted new petitions that adjust the fractional assessments to reflect current marketing conditions. The Petitions have been signed by five owners representing 100% of the improvement districts.

Analysis: The projects provide paving and drainage improvements required for new residential and commercial development located north of 13th, west of Greenwich.

Financial Considerations: The budgets are unchanged.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing public improvements required for new residential and commercial development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petitions, adopt the Resolutions and authorize the necessary signatures.

Attachments: Map, Petitions and Resolution.

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A **LEFT TURN LANE ON 13TH STREET FOR EASTBOUND TRAFFIC INTO VERANDA (NORTH OF 13TH, EAST OF WEBB) 472-84645** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING A **LEFT TURN LANE ON 13TH STREET FOR EASTBOUND TRAFFIC INTO VERANDA (NORTH OF 13TH, EAST OF WEBB) 472-84645** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **08-004** adopted on **January 8, 2008** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing a **left turn lane on 13th Street for eastbound traffic into Veranda (north of 13th, east of Webb) 472-84645.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to **One Hundred Fifty-Four Thousand Dollars ($154,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2007** exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WATERFRONT RESIDENTIAL ADDITION

Lots 1 through 61, Block 1

Lots 1 through 4, Block 2

Lots 1 through 4, Block 3

GREENWICH OFFICE PARK ADDITION

Lots 1 through 3, Block 1

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 23, Block 1; WATERFRONT RESIDENTIAL ADDITION shall each pay 48/10,000 of the total cost payable by the improvement district. Lots 24 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; WATERFRONT RESIDENTIAL ADDITION shall each pay 49/10,000 of the total cost payable by the improvement district. Lot 1, Block 1, GREENWICH OFFICE PARK ADDITION shall pay 1813/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; GREENWICH OFFICE PARK ADDITION shall pay 618/10,000 of the total cost payable by the improvement district. Lot 3, Block 1; GREENWICH OFFICE PARK ADDITION shall pay 4211/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said

improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT **ON <u>VERANDA</u> FROM THE NORTH LINE OF 13TH STREET TO 446' NORTH OF THE NORTH LINE OF 13TH STREET (NORTH OF 13TH, WEST OF GREENWICH) 472-84598** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **<u>VERANDA</u> FROM THE NORTH LINE OF 13TH STREET TO 446' NORTH OF THE NORTH LINE OF 13TH STREET (NORTH OF 13TH, WEST OF GREENWICH) 472-84598 IN** THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-645** adopted on **November 6, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on **<u>Veranda</u> from the north line of 13th Street to 446' north of the north line of 13th Street (north of 13th, west of Greenwich) 472-84598.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to **Four Hundred Ninety-One Thousand Dollars ($491,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2007** exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WATERFRONT RESIDENTIAL ADDITION
Lots 1 through 61, Block 1
Lots 1 through 4, Block 2
Lots 1 through 4, Block 3

WATERFRONT 6TH ADDITION
Lot 4, Block 1

GREENWICH OFFICE PARK ADDITION
Lots 1 through 3, Block 1

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 12, Block 1; WATERFRONT RESIDENTIAL ADDITION shall each pay 77/10,000 of the total cost payable by the improvement district. Lot 13 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; WATERFRONT RESIDENTIAL ADDITION shall pay 76/10,000 of the total cost payable by the improvement district. Lot 4, Block 1; WATERFRONT RESIDENTIAL 6TH ADDITION shall pay 1018/10,000 of the total cost payable by the improvement district. Lot 1, Block 1, GREENWICH OFFICE PARK ADDITION shall pay 1017/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; GREENWICH OFFICE PARK ADDITION shall pay 347/10,000 of the total cost payable by the improvement district. Lot 3, Block 1; GREENWICH OFFICE PARK ADDITION shall pay 2362/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral

Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 335 (NORTH OF 13TH, WEST OF GREENWICH) 468-84410** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 335 (NORTH OF 13TH, WEST OF GREENWICH) 468-84410** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-643** adopted on **November 6, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Drain No. 335 (north of 13th, west of Greenwich) 468-84410.**

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Eighteen Thousand Five Hundred Dollars ($118,500)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2007**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WATERFRONT RESIDENTIAL ADDITION
Lots 1 through 61, Block 1
Lots 1 through 4, Block 2
Lots 1 through 4, Block 3

GREENWICH OFFICE PARK ADDITION
Lots 1 through 3, Block 1

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 61, Block 1, Lots 1 through 4, Block 2 and Lots 1 through 4, Block 3, WATERFRONT RESIDENTIAL ADDITION, shall each pay 73/10,000 of the total cost payable by the improvement district. Lot 1, Block 1, GREENWICH OFFICE PARK ADDITION, shall pay 1355/10,000 of the total cost payable by the improvement district. Lot 2, Block 1, GREENWICH OFFICE PARK ADDITION, shall pay 462/10,000 of the total cost payable by the improvement district. Lot 3, Block 1, GREENWICH OFFICE PARK ADDITION, shall pay 3146/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____ 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 342 (NORTH OF 13TH, WEST OF GREENWICH) 468-84449** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 342 (NORTH OF 13TH, WEST OF GREENWICH) 468-84449** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 07-639** adopted on **November 6, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Drain No. 342 (north of 13th, west of Greenwich) 468-84449.**

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Two Hundred Fifty-Five Thousand Dollars ($255,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2007**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WATERFRONT RESIDENTIAL ADDITION
Lots 1 through 61, Block 1;
Lots 1 through 4, Block 2;
Lots 1 through 4, Block 3;

WATERFRONT 6TH ADDITION
Lots 1 through 4, Block 1; EXCEPT the west 178.5 feet of the south 505.5 feet of Lot 1, Block 1;

UNPLATTED TRACT (Waterfront Commercial)

A tract of land lying in the Southwest Quarter, Section 9, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:

BEGINNING at the northeast most corner of The Waterfront Fourth Addition, an addition to Wichita, Sedgwick County, Kansas, thence parallel with and 100.00 feet south of the north line of said Southwest Quarter, and being on an extended north line bearing of said Addition, and being on a Kansas coordinate system of 1983 south zone grid bearing of N88°56'04”E, 929.04 feet to the east line of said Southwest Quarter; thence along said east line S01°00'39”E, 748.11 feet to the northeast most corner of The Waterfront Sixth Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the north lines of said The Waterfront Sixth Addition for the next six (6) courses, S88°59'21”W, 292.00 feet; thence S01°00'39”E, 130.00 feet; thence S36°09'06”W, 104.41 feet; thence S69°10'27”W, 435.00 feet; thence S14°46'46”W, 100.00 feet; thence S83°23'02”W, 335.47 feet to an easterly line of The Waterfront Addition, an addition to Wichita, Sedgwick County, Kansas, being on a curve to the left; thence along said curve and said easterly line 681.79 feet to a southeasterly corner of said The Waterfront Fourth Addition, said curve having a central angle of 60°05'53", a radius of 650.00 feet, and a long chord distance of 650.96 feet, bearing N19°57'18”W; thence along the southerly lines of said The Waterfront Fourth Addition for the next two (2) courses N39°59'46”E, 174.32 feet; thence N88°56'04”E, 293.78 feet to the southeast most corner of said The Waterfront Fourth Addition; thence along the east line of said The Waterfront Fourth Addition, N01°03'56”W, 489.35 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 1,089,394 square feet or 25.01 acres of land, more or less.

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 14, Block 1; WATERFRONT RESIDENTIAL ADDITION shall each pay 55/10,000 of the total cost payable by the improvement district. Lots 15 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; WATERFRONT RESIDENTIAL ADDITION shall pay 56/10,000 of the total cost payable by the improvement district. Lot 1, Block 1, EXCEPT the west 178.5 feet of the south 505.5 feet; WATERFRONT 6TH ADDITION shall pay 431/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; WATERFRONT 6TH ADDITION shall pay 514/10,000 of the total cost payable by the improvement district. Lot 3, Block 1; WATERFRONT 6TH ADDITION shall pay 493/10,000 of the total cost payable by the improvement district. Lot 4, Block 1; WATERFRONT 6TH ADDITION shall pay 746/10,000 of the total cost payable by the improvement district. THE UNPLATTED TRACT (Waterfront Commercial) shall pay 3966/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

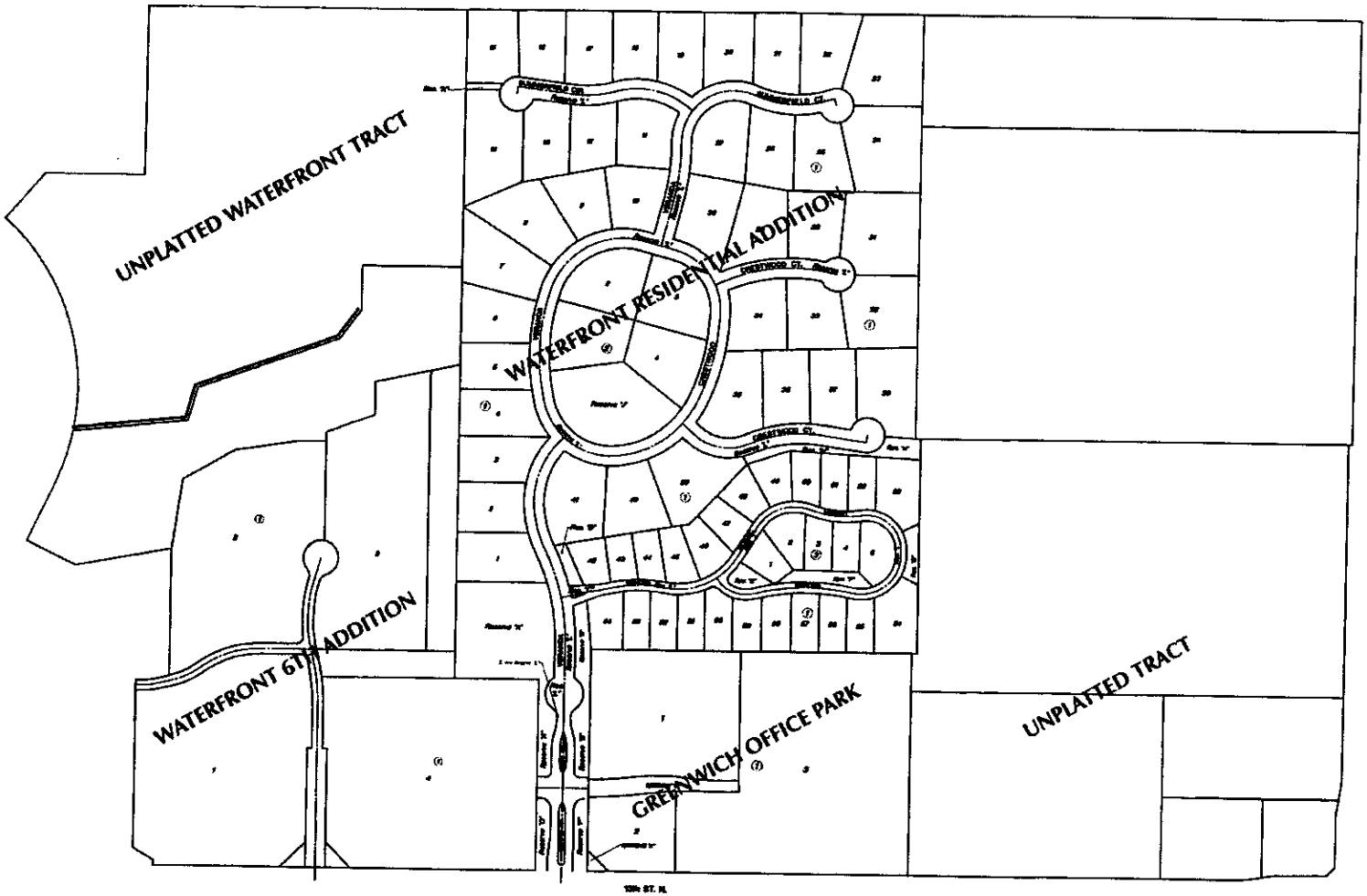
PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____ 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)



NORTH

Waterfront 6th Addition
PROJECT NAME

Sanitary Sewer Phase 2
DESIGN TITLE

GJA | CAW
DESIGN | DRAWN BY

DSS | August 2007
CHECKED BY/DATE

06815 | 1/1
JOB NO. | SHEET/OF

MKEC
ENGINEERING
CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9688

406

PAVING PETITION
LEFT TURN LANE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

WATERFRONT RESIDENTIAL ADDITION
Lots 1 through 61, Block 1;
Lots 1 through 4, Block 2;
Lots 1 through 4, Block 3;

472-84645

GREENWICH OFFICE PARK ADDITION
Lots 1 through 3, Block 1;

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(a) That there be constructed a left turn lane on 13th Street for eastbound traffic into Veranda to serve the area described above. That said turn lane be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvement is One Hundred Fifty Four Thousand Dollars ($154,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2007.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements

of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 23, Block 1; Waterfront Residential Addition shall each pay 48/10,000 of the total cost payable by the improvement district. Lots 24 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition shall each pay 49/10,000 of the total cost payable by the improvement district. Lot 1, Block 1; Greenwich Office Park Addition shall pay 1813/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; Greenwich Office Park Addition shall pay 618/10,000 of the total cost payable by the improvement district. Lot 3, Block 1; Greenwich Office Park Addition shall pay 4211/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
WATERFRONT RESIDENTIAL ADDITION Lots 1 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	**WATERFRONT RESIDENTIAL CO., LLC** **A Kansas Limited Liability Company** By: _____ Rob Ramseyer, Vice President Ritchie Development Corporation, Manager	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
GREENWICH OFFICE PARK ADDITION Lot 1, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	**HARTMAN OIL CO., INC.** By: Willis E. Hartman Willis E. Hartman, President	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
GREENWICH OFFICE PARK ADDITION Lot 2, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	**CORNERBANK, N.A.** By: Bruce S. Schwyhart, President	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
GREENWICH OFFICE PARK ADDITION Lot 3, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	**GREENWICH 13, LLC** **A Kansas Limited Liability Company** By: _____ Laham Development Co., LLC Cathy Erickson, V.P.	

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Cynthia Womack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 19 day of February 20 08.

Janis Edwards
Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

RECEIVED

FEB 19 '08

CITY CLERK OFFICE

PAVING PETITION
ENTRY PHASE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

WATERFRONT RESIDENTIAL ADDITION
Lots 1 through 61, Block 1;
Lots 1 through 4, Block 2;
Lots 1 through 4, Block 3;

WATERFRONT 6th ADDITION
Lot 4, Block 1;

472-84598

GREENWICH OFFICE PARK ADDITION
Lots 1 through 3, Block 1;

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(a) That there be constructed within the area described above, pavement on Veranda from the north line of 13th Street to 446' North of the north line of 13th Street. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

(b) That the estimated and probable cost of the foregoing improvement is Four Hundred Ninety One Thousand Dollars ($491,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2007.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the

property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 12; Block 1; Waterfront Residential Addition shall each pay 77/10,000 of the total cost payable by the improvement district. Lots 13 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition shall each pay 76/10,000 of the total cost payable by the improvement district. Lot 4, Block 1; Waterfront 6th Addition shall pay 1018/10,000 of the total cost payable by the improvement district. Lot 1, Block 1; Greenwich Office Park Addition shall pay 1017/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; Greenwich Office Park Addition shall pay 347/10,000 of the total cost payable by the improvement district. Lot 3, Block 1; Greenwich Office Park Addition shall pay 2362/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
WATERFRONT RESIDENTIAL ADDITION Lots 1 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	**WATERFRONT RESIDENTIAL CO., LLC** **A Kansas Limited Liability Company** By: _____ Rob Ramseyer, Vice President Ritchie Development Corporation, Manager	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
WATERFRONT 6th ADDITION Lot 4, Block 1; Waterfront 6th Addition, an addition to Wichita, Sedgwick County, Kansas.	**BEECH LAKE INVESTMENT, LLC** **A Kansas Limited Liability Company;** **& also** **The WATERFRONT HOLDING CO., LLC** **A Kansas Limited Liability Company;** **& also** **The WATERFRONT COMMERCIAL PROPERTIES , LLC** **A Kansas Limited Liability Company** By: Johnny Stevens Johnny Stevens, Manager	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
GREENWICH OFFICE PARK ADDITION Lot 1, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	**HARTMAN OIL CO., INC.** By: Willis E. Hartman Willis E. Hartman, President	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
GREENWICH OFFICE PARK ADDITION Lot 2, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	**CORNERBANK, N.A.** By: _____ Bruce S. Schwyhart, President	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
GREENWICH OFFICE PARK ADDITION Lot 3, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	**GREENWICH 13, LLC** **A Kansas Limited Liability Company** By: _____ Laham Development Co., LLC Cathy Erickson, V.P.	

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Cynthia Womack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 19 day of February 2008.

Deputy City Clerk

RECEIVED

FEB 19 '08

CITY CLERK OFFICE

DRAINAGE PETITION
Phase 2

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

WATERFRONT RESIDENTIAL ADDITION
Lots 1 through 61, Block 1;
Lots 1 through 4, Block 2;
Lots 1 through 4, Block 3;

SWD 335

GREENWICH OFFICE PARK ADDITION
Lots 1 through 3, Block 1;

469.94410

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(a) That there be constructed drainage improvements to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements is One Hundred Eighteen Thousand Five Hundred Dollars ($118,500.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2007.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign,

repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition shall each pay 73/10,000 of the total cost payable by the improvement district. Lot 1, Block 1; Greenwich Office Park Addition shall pay 1355/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; Greenwich Office Park Addition shall pay 462/10,000 of the total cost payable by the improvement district. Lot 3, Block 1; Greenwich Office Park Addition shall pay 3146/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

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

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
WATERFRONT RESIDENTIAL ADDITION Lots 1 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	**WATERFRONT RESIDENTIAL CO., LLC** **A Kansas Limited Liability Company** By: _____ Rob Ramseyer, Vice President Ritchie Development Corporation, Manager	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
GREENWICH OFFICE PARK ADDITION Lot 1, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	**HARTMAN OIL CO., INC.** By: _____ Willis E. Hartman, President	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
GREENWICH OFFICE PARK ADDITION Lot 2, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	**CORNERBANK, N.A.** By: _____ Bruce S. Schwyhart, President	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
GREENWICH OFFICE PARK ADDITION Lot 3, Block 1; Greenwich Office Park Addition, an addition to Wichita, Sedgwick County, Kansas.	**GREENWICH 13, LLC** **A Kansas Limited Liability Company** By: _____ Laham Development Co., LLC Cathy Erickson, V.P.	

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Cynthia Womack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 19 day of February 20 08.

Jan Edwards
Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

RECEIVED

FEB 19 '08

CITY CLERK OFFICE

DRAINAGE PETITION
Hotel Pond

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

SWD 342
468-84449

WATERFRONT RESIDENTIAL ADDITION
Lots 1 through 61, Block 1;
Lots 1 through 4, Block 2;
Lots 1 through 4, Block 3;

WATERFRONT 6th ADDITION
Lots 1 through 4, Block 1; EXCEPT the west 178.5 feet of the south 505.5 feet of Lot 1, Block 1;

UNPLATTED TRACT (Waterfront Commercial)
A tract of land lying in the Southwest Quarter, Section 9, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:
BEGINNING at the northeast most corner of The Waterfront Fourth Addition, an addition to Wichita, Sedgwick County, Kansas, thence parallel with and 100.00 feet south of the north line of said Southwest Quarter, and being on an extended north line bearing of said Addition, and being on a Kansas coordinate system of 1983 south zone grid bearing of N88°56'04"E, 929.04 feet to the east line of said Southwest Quarter; thence along said east line S01°00'39"E, 748.11 feet to the northeast most corner of The Waterfront Sixth Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the north lines of said The Waterfront Sixth Addition for the next six (6) courses, S88°59'21"W, 292.00 feet; thence S01°00'39"E, 130.00 feet; thence S36°09'06"W, 104.41 feet; thence S69°10'27"W, 435.00 feet; thence S14°46'46"W, 100.00 feet; thence S83°23'02"W, 335.47 feet to an easterly line of The Waterfront Addition, an addition to Wichita, Sedgwick County, Kansas, being on a curve to the left; thence along said curve and said easterly line 681.79 feet to a southeasterly corner of said The Waterfront Fourth Addition, said curve having a central angle of 60°05'53", a radius of 650.00 feet, and a long chord distance of 650.96 feet, bearing N19°57'18"W; thence along the southerly lines of said The Waterfront Fourth Addition for the next two (2) courses N39°59'46"E, 174.32 feet; thence N88°56'04"E, 293.78 feet to the southeast most corner of said The Waterfront Fourth Addition; thence along the east line of said The Waterfront Fourth Addition, N01°03'56"W, 489.35 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 1,089,394 square feet or 25.01 acres of land, more or less.

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(a) That there be constructed drainage improvements to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements is Two Hundred Fifty Five Thousand Dollars ($255,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2007.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 14, Block 1; Waterfront Residential Addition shall each pay 55/10,000 of the total cost payable by the improvement district. Lots 15 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition shall each pay 56/10,000 of the total cost payable by the improvement district. Lot 1, Block 1, EXCEPT the west 178.5 feet of the south 505.5 feet; Waterfront 6th Addition shall pay 431/10,000 of the total cost payable by the improvement district. Lot 2, Block 1; Waterfront 6th Addition shall pay 514/10,000 of the total cost payable by the improvement district. Lot 3, Block 1; Waterfront 6th Addition

shall pay 493/10,000 of the total cost payable by the improvement district. Lot 4, Block 1; Waterfront 6th Addition shall pay 746/10,000 of the total cost payable by the improvement district. The Unplatted Tract (Waterfront Commercial) shall pay 3966/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

   (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

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

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
WATERFRONT RESIDENTIAL ADDITION Lots 1 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	**WATERFRONT RESIDENTIAL CO., LLC** **A Kansas Limited Liability Company** By: _____ Rob Ramseyer, Vice President Ritchie Development Corporation, Manager	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
WATERFRONT 6th ADDITION Lots 1, 3 & 4, Block 1; Waterfront 6th Addition, an addition to Wichita, Sedgwick County, Kansas.	**BEECH LAKE INVESTMENT, LLC** **A Kansas Limited Liability Company;** **& also** **The WATERFRONT HOLDING CO., LLC** **A Kansas Limited Liability Company;** **& also** **The WATERFRONT COMMERCIAL PROPERTIES , LLC** **A Kansas Limited Liability Company** By: Johnny Stevens Johnny Stevens, Manager	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
WATERFRONT 6th ADDITION Lot 2, Block 1; Waterfront 6th Addition, an addition to Wichita, Sedgwick County, Kansas.	**VIEGA LLC** **A Delaware Limited Liability Company** By: _____ /DA Nathan L. Spearman, CFO	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
UNPLATTED TRACT (WF Commercial) A tract of land lying in the Southwest Quarter, Section 9, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows: BEGINNING at the northeast most corner of The Waterfront Fourth Addition, an addition to Wichita, Sedgwick County, Kansas, thence parallel with and 100.00 feet south of the north line of said Southwest Quarter, and being on an extended north line bearing of said Addition, and being on a Kansas coordinate system of 1983 south zone grid bearing of N88°56'04"E, 929.04 feet to the east line of said Southwest Quarter; thence along said east line S01°00'39"E, 748.11 feet to the northeast most corner of The Waterfront Sixth Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the north lines of said The Waterfront Sixth Addition for the next six (6) courses, S88°59'21"W, 292.00 feet; thence S01°00'39"E, 130.00 feet; thence S36°09'06"W, 104.41 feet; thence S69°10'27"W, 435.00 feet; thence S14°46'46"W, 100.00 feet; thence S83°23'02"W, 335.47 feet to an easterly line of The Waterfront Addition, an addition to Wichita, Sedgwick County, Kansas, being on a curve to the left; thence along said curve and said easterly line 681.79 feet to a southeasterly corner of said The Waterfront Fourth Addition, said curve having a central angle of 60°05'53", a radius of 650.00 feet, and a long chord distance of 650.96 feet, bearing N19°57'18"W; thence along the southerly lines of said The Waterfront Fourth Addition for the next two (2) courses N39°59'46"E, 174.32 feet; thence N88°56'04"E, 293.78 feet to the southeast most corner of said The Waterfront Fourth Addition; thence along the east line of said The Waterfront Fourth Addition, N01°03'56"W, 489.35 feet to the POINT OF BEGINNING. Said tract CONTAINS: 1,089,394 square feet or 25.01 acres of land, more or less.	**BEECH LAKE INVESTMENT, LLC** **A Kansas Limited Liability Company;** **& also** **The WATERFRONT HOLDING CO., LLC** **A Kansas Limited Liability Company;** **& also** **The WATERFRONT COMMERCIAL PROPERTIES , LLC** **A Kansas Limited Liability Company** By: Johnny Stevens, Manager	

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Cynthia Womack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 19 day of February 2008.

Ann Edwards
Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Agenda Item No. 24a

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Staking and Construction Engineering in College Hill Addition (north of Douglas, east of Hillside) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the paving improvements in College Hill Addition on July 17, 2007. On November 6, 2007 the City approved an Agreement with Poe & Associates, Inc. to design the improvements. The Design Agreement with Poe requires Poe to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and Poe provides for staking and construction engineering the improvements and additional design services for the Tax Increment Funding improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking and construction engineering for this project.

Financial Considerations: Payment to POE will be on a lump sum basis of $278,155 and will be paid by special assessments.

Goal Impact: This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering services needed for the construction of paving improvements in a new development. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

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

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

Attachments: Supplemental Agreement

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED NOVEBMER 6, 2007

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

POE & ASSOCIATES, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated November 6, 2007) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in **PARKSTONE IN COLLEGE HILL DEVELOPMENT** (north of Douglas, east of Hillside).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

DESIGNING, STAKING, AS-BUILT AND CONSTRUCTION ENGINEERING
(as per the City of Wichita Standard Construction Engineering Practices)

VICTOR from Hillside Avenue to the east line of west 100 feet of the north 140 feet, College Park; **RUTAN** from Douglas to First Street and **FIRST STREET** from the west line of Lot 4, I, R&R Addition to the east line of the west l/2 of Lot 1, Block 2, College Hill Addition (north of Douglas, east of Hillside) (Project No. 472 84571, OCA No. 766166).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project

Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

472 84571	$ 92,000.00	(Design)
472 84571	$ 186,155.00	(Staking & Inspection)
TOTAL	**$278,155.00**	

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2008.

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

POE & ASSOCIATES, INC.

_____
(Name & Title)

ATTEST:

_____

Agenda Item No. 24b.

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council

SUBJECT: Southwestern Bell (AT&T) Franchise Extension

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve the extension agreement.

Background: The City Council approved a telecommunications franchise with Southwestern Bell Telephone Company effective March 29, 2003, and amended effective September 21, 2006; this franchise was to expire on March 31, 2007. The City Council has approved extensions of the current franchise until June 30, 2008. Because of changes in the law, structure of utilities, and corporate organizations, both City Staff and Southwestern Bell (AT&T) believe that additional time is needed to conclude negotiations on a new franchise agreement

Analysis: The proposed Extension Agreement with Southwestern Bell Telephone Company maintains the current franchise and all of its provisions until December 31, 2008, or until a new franchise is negotiated and adopted, whichever occurs first.

Financial Considerations: The franchise Extension Agreement maintains the current level of compensation.

Goal Impact: Economic Vitality and Quality of Life. Cooperatively negotiating franchise provisions with utilities is a necessary part of preserving the right of way for use by the public.

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

Recommendations/Actions: Approve the Extension Agreement and authorize the appropriate signatures.

Attachment: Extension Agreement

EXTENSION AGREEMENT

This Extension Agreement, made and entered into this ____ day of June, 2008.

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS
A Municipal Corporation

AND

SOUTHWESTERN BELL TELEPHONE COMPANY

WITNESSETH:

WHEREAS, Southwestern Bell Telephone L.P. and The City of Wichita, Kansas have an agreement as authorized by Ordinance No. 45-677 approved by City on March 25, 2003, and amended as to term by Ordinance No. 47-118 approved by City on September 19, 2006; and

WHEREAS, the Ordinance granted to Southwestern Bell Telephone L.P. by City of Wichita, Kansas, as previously extended, expires on June 30, 2008; and

WHEREAS, the parties hereto desire the existing Ordinance to continue in force and effect until a new Ordinance is negotiated, adopted and in force; and

WHEREAS, by agreement of the parties, the Ordinance term has been extended and continues as the agreement between the parties.

NOW, THEREFORE, it is mutually agreed and understood by and between the parties hereto that the existing Ordinance shall be extended and remain in full force and effect until December 31, 2008, or until a new Ordinance between the parties hereto takes effect, whichever comes first. Payments under the new Ordinance shall be effective as of the adoption of the new Ordinance.

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

CITY OF WICHITA, KANSAS

By _____
CARL BREWER
Mayor

ATTEST:

By _____
KAREN SUBLETT
City Clerk

SOUTHWESTERN BELL TELEPHONE COMPANY

By _____
President-Kansas

Approved as to Form

By _____
GARY E. REBENSTORF
City Attorney

Agenda Item No. 25a.

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Turkey Creek 3rd Addition (north of Pawnee, east of 135th Street West) (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the paving improvements in Turkey Creek 3rd Addition on February 6, 2007.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of paving in Turkey Creek 3rd Addition. Per Administrative Regulation 1.10, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of $40,800 and will be paid by special assessments.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

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

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

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

TURKEY CREEK 3RD ADDITION

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WHEATLAND from the south line of the plat, north to the north line of Lot 119, Block A, on **BLAKE** from the west line of Wheatland, west to the west line of Lot 17, Block B, and on **LIMUEL** from the north line of Blake, north to the north line of Lot 16, Block G and on **WHEATLAND COURT** from the east line of Wheatland east and south to and including the cul-de-sac, on **LIMUEL CIRCLE** from the south line of Blake, south to and including the cul-de-sac, and on **LIMUEL COURT** from the east line of Limuel, east to and including the cul-de-sac and that sidewalk be constructed along one side of Wheatland, Blake and Limuel (north of Pawnee, east of 135th Street West) (Project No. 472 84486).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Turkey Creek 3rd Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

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

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

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

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

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

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

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

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

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

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

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

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

IV. PAYMENT PROVISIONS

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

Project No. 472 84486 $**40,800.00**

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

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

V. THE PARTIES HERETO MUTUALLY AGREE:

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

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

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

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

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

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

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

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

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

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

_____
N. Brent Wooten, President

ATTEST:

_____

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each in-

volved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
    a. Plan Development for the paving improvements by **July 14, 2008**.
       (Project No. 472 84486).

Attachment No. 1 to Exhibit "A" – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council Members

SUBJECT: Youth Mentoring Grant Application

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the application for funding to support expanded mentoring opportunities in Wichita, and authorize the necessary signatures for the application and grant award.

Background: The U. S. Department of Justice, Office of Justice Program, Office of Juvenile Justice and Delinquency Prevention is seeking applications for funding its Strengthening Youth Mentoring through Community Partnerships program. Through this grant opportunity, the Department seeks to further its mission by supporting the development and enhancement of mentoring programs. Mentoring is generally defined as "a relationship over a prolonged period of time between two or more people where an older, caring, more experienced individual provides help to the younger person as he/she goes through life". Studies prove that young people who have a consistently caring and supportive adult as a mentor are significantly less likely to try drugs or alcohol, have better school attendance and academic performance, and are less likely to experience violence.

Analysis: There are several organizations in the Wichita community which provide youth mentoring programs. However there remains a lack of mentors to meet the needs of children who need this service. Youth mentoring is one of Visioneering's Strategic Alliances and is being supported by a wide range of partners from the public and private sectors. This proposal will provide funds to coordinate all mentoring programs, to develop creative marketing and outreach strategies, to develop tools to sustain the mentoring relationships which are formed, to standardize the training curriculum and expectations, to identify gaps in mentor needs, and evaluate the impact of the mentoring relationship.

Financial Considerations: The amount in the grant application is $500,000, and will cover a three year period. There is no match required, however the partners who will join this effort, will be asked to participate in the sustainability planning.

Goal Impact: This grant will impact the City's Quality of Life goal.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council approve the application for funding to support expanded mentoring opportunities in Wichita, and authorize the necessary signatures for the application and grant award.

Attachments: Application overview.

Youth Mentor Program Overview

Purpose

The Wichita application will seek to enhance current youth mentoring efforts, to identify gaps in mentor needs, to increase the number of mentor relationships, to sustain those relationships for a minimum of one year, and to evaluate the impact of the mentoring relationship.

Goals

- Increase in the number of mentor relationships which currently exist by 40%
- Identify a special mentor initiative to combat teen pregnancy
- Reduce delinquency – less than 10% of the youth involved with mentors will commit acts of delinquency
- Reduce truancy – less than 10% of the youth involved with mentors will have truancy problems
- Create mentor focus areas to address specific youth needs including children of incarcerated parents
- Establish and implement a standard training curriculum to ensure safe matches with children and to maximum mentor interest in continuing the relationship

Funding

- One full time coordinator – salary and fringe benefits, travel
- Marketing budget – to include all local mentor programs

In-Kind

Contributions will be solicited for office space and office supplies

Partners (partial list – will be more fully developed)

Visioneering Wichita Mentoring Strategic Alliance partners
New Communities Initiative Policy Group
New Communities Initiative Children and Youth Pillar Group
Faith Based Organizations (not currently in the Visioneering alliance)
Sedgwick County Corrections
Kansas Department of Corrections
City of Wichita Departments of Housing & Community Services, Park and Recreation, City Manager's Office (Neighborhood Center staff)
Local fraternities and sororities

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council

SUBJECT: Rehabilitation of Adjustable Frequency Drives at Cheney Pump Station

INITIATED BY: Wichita Water Utilities

AGENDA: Consent

Recommendation: Authorize Staff to proceed with a Contract for rehabilitation of the Cheney Adjustable Frequency Drives.

Background: Cheney Pump Station has two Robicon Adjustable Frequency Drives (AFDs) that were installed in 1997. These drives allow the pumps to pump a range of flows, rather than a single flow rate.

Analysis: Significant problems have been experienced with the AFDs this year. While investigating, Staff was informed that these drives generally require major rehabilitation after eight years of service and these drives are now eleven years old. The need to have a more controlled pumping rate from the Cheney Pump Station is more critical during the lower production seasons than during peak water demand periods when constant-rate pumps can be used more frequently. It is, therefore, prudent to complete repairs to the AFDs during the summer months. Rehabilitation by Siemens, the manufacturer of the drives, may extend the life of these drives an additional eight years

Financial Consideration: The cost to rehabilitate the existing AFDs is $93,166 and will be paid from the Production & Pumping operations' budget. Work to be performed will include on-site reinstallation and support.

Goal Impact: The project will help ensure efficient infrastructure by optimizing the existing facilities at Cheney Pump Station.

Legal Considerations: This is a sole source project. Siemens purchased the Robicon Brand, and is the sole distributor for replacement parts and repair services. Purchase Ordinance No. 35-856, Section 2(b) provides for the purchase of equipment and supplies from sole sources without advertising for bids. The purchase will be made from Siemens.

Recommendations/Actions: It is recommended that the City Council: 1) authorize the expenditure; 2) approve Siemens as the sole source of supply and repairs; and 3) authorize the necessary signatures.

Attachments: There are no attachments.

Agenda Item No. 29.

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council Members

SUBJECT: Correcting Resolution: Alta paving from 350' west of Ellis to Hydraulic (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Adopt the Correcting Resolution.

Background: On July 10, 2007, the City Council approved a Petition to pave Alta, from approximately 350' west of Ellis to Hydraulic. The Petition included lots that were not intended to be assessed for the project. A Resolution has been prepared to correct the error. The City share of the project cost has been increased so that the rate of assessment to individual properties has not been increased.

Analysis: The project provides paved access to a developed residential area.

Financial Considerations: The existing project budget is $330,000 with $294,944 assessed to the improvement district and $35,056 paid by the City-at-large. The revised budget is $330,000 with $287,971 assessed the improvement district and $42,029 paid by the City-at-large. The funding source for the City share is General Obligation Bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing paved access to a residential area.

Legal Considerations: State Statutes provide the City Council the authority to reduce the improvement district and add City-at-large funding to the project budget.

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

Attachments: Map, CIP Sheet, Resolution.

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION AMENDING FINDINGS OF ADVISABILITY ON **ALTA FROM THE WEST LINE OF HYDRAULIC TO A POINT APPROXIMATELY TO THE EAST LINE OF SOUTH PATTIE CIRCLE (WEST OF HYDRAULIC, SOUTH OF MACARTHUR) 472-84437** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, PURSUANT TO RESOLUTION NO. 07-399

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING PAVEMENT ON **ALTA FROM THE WEST LINE OF HYDRAULIC TO A POINT APPROXIMATELY TO THE EAST LINE OF SOUTH PATTIE CIRCLE (WEST OF HYDRAULIC, SOUTH OF MACARTHUR) 472-84437** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. Section 2 of Resolution No. 07-399 is amended to read as follows:

"SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Three Hundred Thirty Thousand Dollars ($330,000)** exclusive of the cost of interest on borrowed money, with **$287,971** payable by the improvement district and **$42,029** payable by the City at Large. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2005**, exclusive of the costs of temporary financing."

SECTION 2. Section 3 of Resolution No. 07-399 is 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:

LOUIS 2ND ADDITION
Lots 1 through 9, inclusive

LOUIS 3RD ADDITION
Lots 10 through 18, inclusive

LOUIS 4TH ADDITION
Lots 1 through 13 inclusive, Block 1
Lots 1 through 5 inclusive, Block 2"

SECTION 3. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

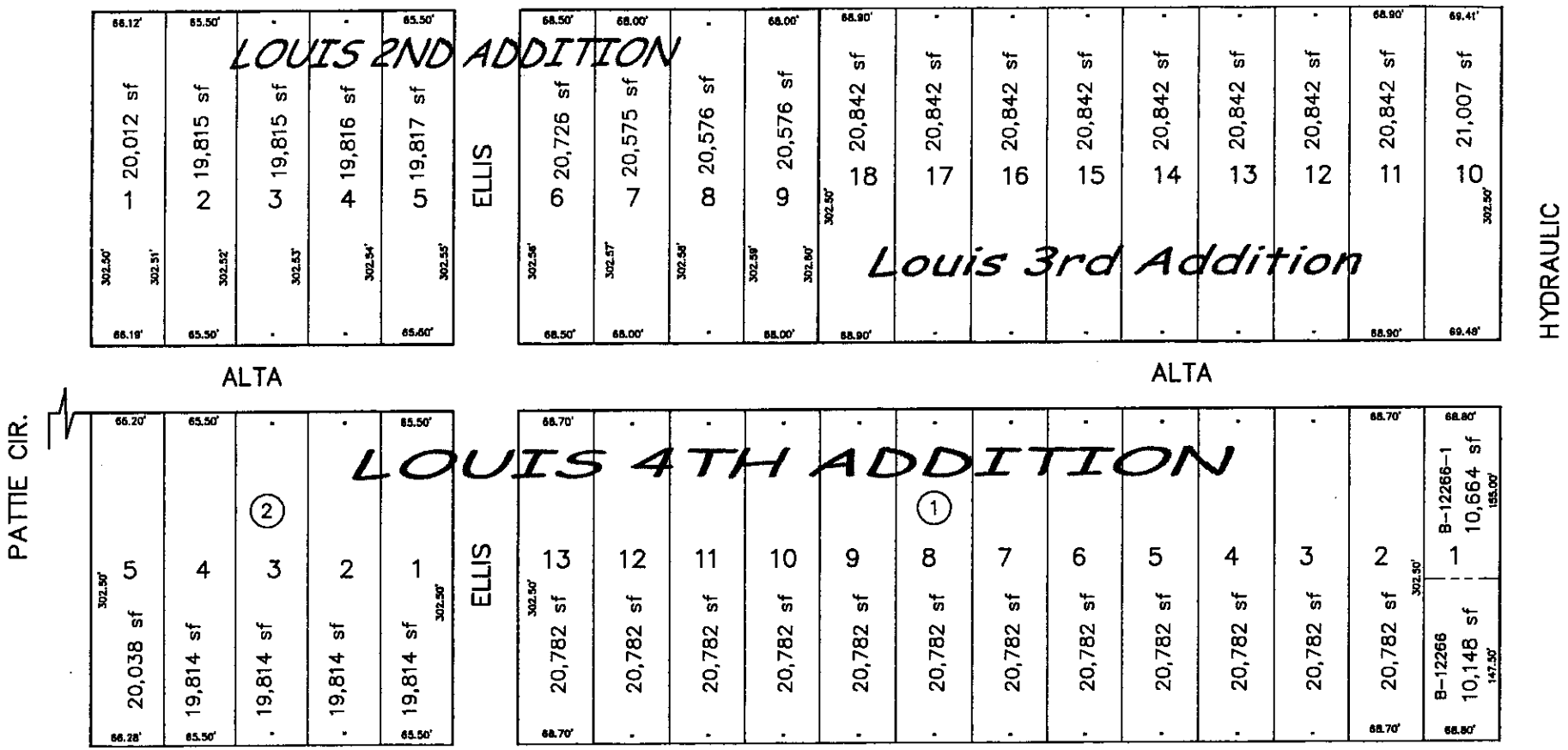
PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)



Alta from the west line of Hydraulic to a point approimately
to the east line of south Pattie Circle.
West of Hydraulic, South of MacArthur
Project No. 472-84437
OCA No. 766159
Square Foot tm 05 May 2008
OK JDL 5/6/08

CITY OF WICHITA
Scale 1" = 150'

460

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	5/28/2008	Alta paving, 350' west of Ellis - Hydraulic

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2008	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving	$42,029	$287,971		$330,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Street Lights				
Totals	$42,029	$287,971		$330,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

472-84437

13. Recommendation: Adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
		Date 6/3/2008	Date

City of Wichita
City Council Meeting
June 17, 2008

TO: Mayor and City Council Members

SUBJECT: General Obligation Bond and Note Sale

INITIATED BY: Finance Department

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: The City is planning to offer for sale two series of general obligation temporary notes in an amount not to exceed $104,170,000 (Series 224 and 225) and two series of general obligation bonds (Series 794 and 794A) in an amount not to exceed $14,020,000 for the purpose of providing interim and permanent financing for capital improvement projects of the City. The public sale of the bonds and notes is scheduled for 10:00 a.m. C.T. on July 15, 2008, at which time bids will be opened and the City Council will award the sale of bonds and notes to the bidders whose proposed interest rates result in the lowest overall cost to the City.

Analysis: The City's Summer 2008 general obligation bond and note sale includes the following issues:

Temporary Notes
The proceeds from the sale of the Series 224 Renewal and Improvement Temporary Notes will be used to provide interim financing for City-at-large, improvement district projects and public improvement projects. The Series 225 Taxable Renewal and Improvement Temporary Notes will be used to provide interim financing for improvements located within the Douglas and Hillside Tax Increment Financing District.

Special Assessment Bonds
The proceeds from the sale of the Series 794 and 794A Bonds will be used to permanently finance neighborhood improvements located in special improvement districts. Special assessments have been levied against the property owners in the improvement districts for the purpose of paying all or a portion of the costs of such improvements, including the payment of principal and interest on Series 794 and Series 794A Bonds. The General Obligation Bonds, Series 794 will be issued in a par amount not to exceed $10,050,000 and the General Obligation Bonds, Series 794A will be issued in the par amount not to exceed $3,970,000.

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 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 224 and Series 225 Temporary Notes will mature on February 19, 2009 and will be retired using the proceeds of both permanent financing bonds, renewal notes and cash.

The Series 794 Special Assessment Bonds will mature serially over 15 years with principal maturities structured to produce level annual payments of principal and interest. The Series 794 Bonds are payable from the collection of special assessments levied against benefitting properties, and if not so paid, from Citywide ad valorem taxes. The Series 794 Special Assessment Bonds will be callable in 2015 with a 1% call premium.

The Series 794A Special Assessment Bonds will mature serially over 20 years with principal maturities structured to produce level annual payments of principal and interest. The Series 794A Bonds are payable from the collection of special assessments levied against benefitting properties, and if not so paid, from Citywide ad valorem taxes. The Series 794A Special Assessment Bonds will be callable in 2018 with a 1% call premium.

Goal Impact: This item impacts the Economic Vitality/Affordable Living and Internal Perspectives through the temporary and permanent financing of capital improvements and offering the City's debt obligations through competitive sale. The sale of temporary notes allows short-term financing of improvements that shall be permanently financed through the issuance of bonds or pay-as-you-go financing. The special assessment bonds are being issued on a reimbursement basis to finance project costs previously incurred.

Legal Considerations: The Law Department has approved the Resolution authorizing the sale of the series of bonds and notes and directing the publication and distribution of the Notices of Bond and Note Sale (prepared by the City's Bond Counsel as required by law).

Recommendation/Action: It is recommended the City Council adopt the resolution: 1) authorizing the general obligation bond and note sales; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel; 3) finding that such Preliminary Official Statement is in a form "deemed final" for the purpose of the Securities Exchange Commission's Rule 15c2-12(b)(l), subject to revision, amendment and completion in the final Official Statement; and, 4) authorizing publication of the Notice of Sale.

Attachments: Sales Resolution
Official Notice of Sale

RESOLUTION NO. 08-___

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING AND PROVIDING FOR THE PUBLIC SALE OF GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 224; GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 225 (TAXABLE UNDER FEDERAL LAW) AND GENERAL OBLIGATION BONDS, SERIES 794 AND SERIES 794A; AND PROVIDING FOR THE GIVING OF NOTICE OF THE PUBLIC SALE.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by various duly held proceedings, authorized the making of certain capital improvements in the City, and made provision for expenditures and funding sources therefore, and provided in said proceedings for the financing of the costs of said capital improvements by the issuance of general obligation bonds of the City; and

WHEREAS, the City is empowered by the provisions of K.S.A. 10-123, as amended and supplemented, to issue its temporary notes to pay the costs of capital improvements which are to be paid for in whole or in part by the issuance of bonds, and may issue renewal temporary notes to pay for the cost of taking up any previously issued temporary notes as they mature when all aspects of the capital improvements will not be completed at the maturity date of the notes or when the capital improvements are completed but the issuance of bonds therefor is prevented, hindered or delayed; and

WHEREAS, the Governing Body has further heretofore by duly held proceedings authorized and issued its General Obligation Renewal and Improvement Temporary Notes, Series 222, dated February 7, 2008, which mature August 19, 2008 (the "Series 222 Notes"), for the purpose of financing certain of the aforesaid capital improvements, and has further heretofore by various duly held proceedings, authorized or provided for the making of certain additional capital improvements in the City, and has provided for the financing of certain of the costs thereof by the issuance of temporary notes and general obligation bonds of the City, and the Governing Body hereby finds and determines that it is necessary at this time to provide temporary tax-exempt financing for the costs in connection with refinancing the Series 222 Notes and in connection with financing such capital improvements in an aggregate principal amount not to exceed $94,355,000; and

WHEREAS, the Governing Body has further heretofore by duly held proceedings authorized and issued its General Obligation Improvement Temporary Notes, Series 223, dated February 7, 2008, which mature August 19, 2008 (the "Series 223 Notes"), for the purpose of financing certain of the aforesaid capital improvements, and has further heretofore by various duly held proceedings, authorized or provided for the making of certain additional capital improvements in the City, and has provided for the financing of certain of the costs thereof by the issuance of temporary notes and general obligation bonds of the City, and the Governing Body hereby finds and determines that it is necessary at this time to provide temporary financing

for the costs in connection with refinancing the Series 223 Notes and in connection with financing such capital improvements in an aggregate principal amount not to exceed $9,815,000; and

WHEREAS, the Governing Body has further heretofore by various duly held proceedings, authorized or provided for the making of certain capital improvements in the City which benefit specific properties, and provided for the financing of certain costs thereof by the issuance of general obligation bonds of the City which will be payable from the collection of special assessment taxes levied against real properties benefited by said capital improvements over a period of 15 years; and the Governing Body hereby finds and determines that it is necessary at this time to provide tax-exempt financing for the costs in connection with such capital improvements in an aggregate principal amount not to exceed $10,050,000; and

WHEREAS, the Governing Body has further heretofore by various duly held proceedings, authorized or provided for the making of certain capital improvements in the City which benefit specific properties, and provided for the financing of certain costs thereof by the issuance of general obligation bonds of the City which will be payable from the collection of special assessment taxes levied against real properties benefited by said capital improvements over a period of 20 years; and the Governing Body hereby finds and determines that it is necessary at this time to provide tax-exempt financing for the costs in connection with such capital improvements in an aggregate principal amount not to exceed $3,970,000; and

WHEREAS, the City is empowered by the provisions of K.S.A. 10-101 *et seq.*, as amended and supplemented, to issue, sell and deliver its general obligation bonds, and is required, by K.S.A. 10-106, as amended and supplemented, to sell such general obligation bonds at public sale if the principal amount therefore exceeds $100,000; and

WHEREAS, the Governing Body hereby finds and determines it to be necessary at this time to authorize and provide for the public sale of the City's general obligation renewal and improvement temporary notes and general obligation bonds for the aforesaid purposes.

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

Section 1. It is hereby found and determined to be necessary and it is hereby authorized, ordered and directed that the hereinafter described general obligation renewal and improvement temporary notes (the "Notes") and the hereinafter described general obligation bonds (the "Bonds"), of the City shall be sold at public sale on Tuesday, July 15, 2008. Bids for the purchase of the Notes and the Bonds shall be accepted through the *PARITY* Electronic Bid Submission System until 10:00 a.m., C.T., and will at such time be read aloud and tabulated by the City staff. The bids will be considered and the Notes and the Bonds will be awarded to the respective best bidders by the Governing Body at their earliest convenience following the deadline for receipt of the bids.

The Notes to be so sold shall be dated August 19, 2008, will be authorized by and issued pursuant to an ordinance to be adopted by the Governing Body immediately after the awarding

of the Notes to the best bidder on the aforesaid sale date, and will be issued in the manner provided by K.S.A. 10-101 *et seq.*, as amended and supplemented, including specifically K.S.A. 10-123, as amended and supplemented. The Notes to be so sold shall be designated as General Obligation Renewal and Improvement Temporary Notes, Series 224, which shall be issued in the principal amount not to exceed $94,355,000 and General Obligation Renewal and Improvement Temporary Notes, Series 225 (Taxable Under Federal Law), which shall be issued in the principal amount not to exceed $9,815,000.

The Bonds to be so sold shall be dated August 1, 2008, will be authorized by and issued pursuant to ordinances to be adopted by the Governing Body immediately after the awarding of the Bonds to the best bidders on the aforesaid sale date, and will be issued in the manner provided by K.S.A. 10-101 *et seq.*, as amended and supplemented. The Bonds to be so sold shall be designated as General Obligation Bonds, Series 794, which shall be issued in the principal amount not to exceed $10,050,000 and General Obligation Bonds, Series 794A, which shall be issued in the principal amount not to exceed $3,970,000.

Section 2. It is hereby further found and determined to be necessary, and it is hereby further authorized, ordered and directed, that a Summary Notice of Bond Sale containing various recitals required by law and in such final form as shall be prepared by Kutak Rock LLP, the City's Bond Counsel ("Bond Counsel"), and approved by City staff, shall be published one time as required by law on a date which is at least six (6) but not more than thirty (30) days prior to the date of the public sale, in a newspaper of general circulation in Sedgwick County, Kansas, and in *The Kansas Register*, the official newspaper of the State of Kansas.

Section 3. It is hereby further found and determined to be necessary, and it is hereby further authorized, ordered and directed, that copies of the City's Official Notice of Sale, containing various recitals required by law and in such final form as shall be prepared by Bond Counsel and approved by City staff together with the City's Preliminary Official Statement dated June 17, 2008, shall be distributed to prospective bidders for the Notes and Bonds. Said Preliminary Official Statement as prepared by Bond Counsel and City staff is hereby approved by the Governing Body, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel, and the Governing Body hereby finds and determines that such Preliminary Official Statement is in a form "deemed final" for the purpose of the Securities Exchange Commission's Rule 15c2-12(b)(l), subject to revision, amendment and completion in the final Official Statement.

[*Remainder of page intentionally left blank.*]

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on June 17, 2008.

(Seal)

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

4843-6894-7202.1

CITY OF WICHITA, KANSAS

OFFICIAL NOTICE OF SALE

$10,050,000* GENERAL OBLIGATION BONDS, SERIES 794

$3,970,000* GENERAL OBLIGATION BONDS, SERIES 794A

$94,355,000* GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 224

$9,815,000* GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 225 (TAXABLE UNDER FEDERAL LAW)

(General Obligation Bonds and Notes Payable from Unlimited Ad Valorem Taxes)

Date, Time and Place of Receiving Bids

Bids will be received by the Director of Finance on behalf of the Governing Body of the City of Wichita, Kansas (the "City"), via *PARITY* electronic bid submission system ("PARITY"), until 10:00 a.m., Central Daylight Time, on: **TUESDAY, JULY 15, 2008,** for the purchase of $10,050,000* principal amount of General Obligation Bonds, Series 794 (the "Series 794 Bonds"), $3,970,000* principal amount of General Obligation Bonds, Series 794A (the "Series 794A Bonds"), $94,355,000* principal amount of General Obligation Renewal and Improvement Temporary Notes, Series 224 (the "Series 224 Notes"), and $9,815,000* General Obligation Renewal and Improvement Temporary Notes, Series 225 (Taxable Under Federal Law) (the "Series 225 Notes").

All bids shall be publicly read and tabulated on the date and at the time above indicated and all bids and the tabulations thereof shall thereafter be presented to the Governing Body of the City at their earliest convenience in the Council Chamber at City Hall. The Series 794 Bonds and the Series 794A Bonds are herein collectively referred to as the "Bonds." The Series 224 Notes and the Series 225 Notes are herein collectively referred to as the "Notes." The Governing Body will thereupon award each series of the Bonds and each series of the Notes to the respective best bidders.

Each series of Bonds and Notes shall be sold separately, and bidders may bid on any series of Bonds or Notes. No oral or auction bid for any series of Bonds or Notes shall be considered, and no bid for less than the entire principal amount of the applicable series of Bonds or Notes shall be considered.

Description of Bonds

Series 794 Bonds. The Series 794 Bonds shall be issued in the aggregate principal amount of $10,050,000*, shall bear a Dated Date of August 1, 2008, shall be issued in book-entry-only

* Preliminary, subject to change

form, and individual purchases may be made in denominations of $5,000 or integral multiples thereof. The Series 794 Bonds shall mature serially on September 1 in the years and principal amounts as follows:

Maturity Schedule - Series 794 Bonds

Maturing September 1	Principal Amount*	Maturing September 1	Principal Amount*
2009	$ 500,000	2017	$ 685,000
2010	520,000	2018	715,000
2011	545,000	2019	745,000
2012	565,000	2020	775,000
2013	585,000	2021	805,000
2014	610,000	2022	835,000
2015	635,000	2023	870,000
2016	660,000		

The Series 794 Bonds shall bear interest at the rates specified by the successful bidder, and interest shall be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2009.

Series 794A Bonds. The Series 794A Bonds shall be issued in the aggregate principal amount of $3,970,000*, shall bear a Dated Date of August 1, 2008, shall be issued in book-entry-only form, and individual purchases may be made in denominations of $5,000 or integral multiples thereof. The Series 794A Bonds shall mature serially on September 1 in the years and principal amounts as follows:

Maturity Schedule - Series 794A Bonds

Maturing September 1	Principal Amount*	Maturing September 1	Principal Amount*
2009	$ 125,000	2019	$ 195,000
2010	130,000	2020	205,000
2011	140,000	2021	215,000
2012	145,000	2022	225,000
2013	150,000	2023	235,000
2014	160,000	2024	245,000
2015	165,000	2025	255,000
2016	170,000	2026	270,000
2017	180,000	2027	280,000
2018	190,000	2028	290,000

* Subject to change.

The Series 794A Bonds shall bear interest at the rates specified by the successful bidder, and interest shall be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2009.

Principal Amounts Subject to Change. The City reserves the right to decrease the total principal amount of either series of Bonds and the principal amount of any maturity in order to properly size a Bond issue based on net bond proceeds received by the City as a result of any premium bid. Adjustments, if required, will be made proportionately to each maturity as permitted by the authorized denominations of such series of Bonds. 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 a series of Bonds as described. If there is an adjustment in the final aggregate principal amount of a series of Bonds or the schedule of principal payments as described above, any premium bid on such series of Bonds will be proportionately adjusted. At the request of the City, each successful bidder agrees to resize the Bond issue, adjust the premium and provide a revised maturity schedule to the City promptly after receipt of notification of such a request by the City.

The City reserves the right to decrease the total principal amount of either series of Notes based on net note proceeds received by the City as a result of any premium bid. 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 a series of Notes as described. If there is an adjustment in the final aggregate principal amount of a series of Notes or the schedule of principal payments as described above, any premium bid on such series of Notes will be proportionately adjusted.

Redemption of Bonds

Series 794 Bonds. The Series 794 Bonds maturing in the years 2009 through 2016, inclusive, shall become due on their stated maturity dates without the option of prior payment. At the option of the City, the Series 794 Bonds maturing September 1, 2017, and thereafter, may be called for redemption and payment prior to their respective maturities on and after September 1, 2016, in whole or in part at any time. Series 794 Bonds called for redemption and payment shall be redeemed at a price (expressed as a percentage of the principal amount) as follows, plus accrued interest to the date established for redemption and payment:

Redemption Dates (Inclusive)	Redemption Prices
September 1, 2016, through August 31, 2017	101.00%
September 1, 2017, through August 31, 2018	100.50%
September 1, 2018, and thereafter	100.00%

Series 794A Bonds. The Series 794A Bonds maturing in the years 2009 through 2019, inclusive, shall become due on their stated maturity dates without the option of prior payment. At the option of the City, the Series 794A Bonds maturing September 1, 2020, and thereafter, may be called for redemption and payment prior to their respective maturities on and after September 1, 2019, in whole or in part at any time. Series 794A Bonds called for redemption

and payment shall be redeemed at a price (expressed as a percentage of the principal amount) as follows, plus accrued interest to the date established for redemption and payment:

Redemption Dates (Inclusive)	Redemption Prices
September 1, 2019, through August 31, 2020	101.00%
September 1, 2020, through August 31, 2021	100.50%
September 1, 2021, and thereafter	100.00%

General Redemption Provisions. Bonds subject to call for redemption and payment may be called in whole or in part at any time from and after the first date authorized for the redemption thereof as set forth above.

If less than all of a series of outstanding Bonds are called for redemption on a specified date, the method of selection of the Bonds to be so called shall be designated by the City in such equitable manner as it may determine. In the case of Bonds registered in denominations greater than $5,000, the City shall treat each $5,000 of face value as though it were a separate Bond in the denomination of $5,000.

Written notice of any call for redemption and payment of the Bonds shall be given by the Paying Agent by United States first class mail, not less than 30 days prior to the date established for such redemption and payment, to the Registered Owners of the Bonds so called for redemption and payment as shown by the Registration Books maintained by the Bond Registrar.

Paying Agent and Bond Registrar

The Treasurer of the State of Kansas, Topeka, Kansas, has been designated as Paying Agent and Bond Registrar for the Bonds (hereinafter called the "Paying Agent"). The fees of the Paying Agent for the registration, transfer, exchange, payment and redemption, if any, of the Bonds shall be paid by the City. The City shall also pay for the printing of a reasonable supply of blank registered bond certificates for such purpose. Any additional costs or fees that might be incurred in the secondary market, except the fees of the Paying Agent, shall be the responsibility of the Registered Owners of the Bonds.

Payment of Principal and Interest on Bonds; Ownership Registration

One certificate representing the entire principal amount of each maturity of each series of the Bonds will be issued to The Depository Trust Company, New York, New York (hereafter called "DTC"), registered in the name of Cede & Co. (DTC's nominee), and will be immobilized in the custody of DTC. A book-entry-only system of issuance will be employed, evidencing ownership of the Bonds in the permitted $5,000 denominations, with transfers of ownership effected on the records of DTC and its Direct Participants pursuant to the rules and procedures established by DTC and its participants. Principal and interest on the Bonds will be paid in same-day funds to DTC or its nominee as the Registered Owner of the Bonds. DTC's practice is to credit Direct Participants' accounts on the payable date. Payments by Direct Participants to

Beneficial Owners will be governed by standing instructions and customary practices. The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only issuance of the Bonds.

Description of Notes

Series 224 Notes. The General Obligation Renewal and Improvement Temporary Notes, Series 224, shall be issued in the principal amount of $94,355,000, shall bear a Dated Date of August 19, 2008, and a Maturity Date of February 19, 2009, shall be issued in book-entry-only form, and individual purchases may be made in denominations of $5,000 or integral multiples thereof. The Series 224 Notes shall bear interest from the Dated Date at the rate which shall be determined upon the public sale of the Series 224 Notes, and said interest shall be payable on the Maturity Date.

Series 225 Notes. The General Obligation Renewal and Improvement Temporary Notes, Series 225 (Taxable Under Federal Law), shall be issued in the principal amount of $9,815,000, shall bear a Dated Date of August 19, 2008, and a Maturity Date of February 19, 2009, shall be issued in book-entry-only form, and individual purchases may be made in denominations of $5,000 or integral multiples thereof. The Series 225 Notes shall bear interest from the Dated Date at the rate which shall be determined upon the public sale of the Series 225 Notes, and said interest shall be payable on the Maturity Date.

Redemption of Notes

The Notes are not subject to call for redemption and payment prior to the Maturity Date.

Payment of Principal and Interest on Notes; Ownership Registration

One certificate representing the entire principal amount of each series of the Notes will be issued to The Depository Trust Company, New York, New York (hereafter called "DTC"), registered in the name of Cede & Co. (DTC's partnership nominee,) and will be immobilized in the custody of DTC. A book-entry-only system of issuance will be employed, evidencing ownership of the Notes in the hereinbefore stated permitted denominations, with transfers of ownership effected on the records of DTC and its Direct Participants pursuant to the rules and procedures established by DTC and its participants. Principal and interest on the Notes will be paid in same-day funds to DTC or its nominee as the Registered Owner of the Notes. DTC's practice is to credit Direct Participants' accounts on the payable date. Payments by Direct Participants to Beneficial Owners will be governed by standing instructions and customary practices. The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only issuance of the Notes.

Paying Agent and Note Registrar

The City shall act as Note Registrar through the Office of the City Clerk and shall act as Paying Agent for the Notes through its Department of Finance.

Conditions of Bidding

Individual proposals for the purchase of each series of Bonds and/or Notes shall be received bearing such rate or rates of interest as may be specified by the bidder, subject to the conditions of this paragraph. Only a single rate of interest for each series of the Notes may be specified by the bidder. The same rate of interest shall apply to all Bonds of the same series having the same maturity date. Each interest rate specified shall be in an even multiple of 1/8th or 1/20th of 1%. The difference between the highest and the lowest interest rate specified for a series of Bonds shall not exceed 2%. The maximum stated rate of interest on any Bond or on the Series 224 Notes shall not exceed the daily yield for the ten-year treasury bonds published by *The Bond Buyer*, in New York, New York, on the Monday next preceding the date of the public sale, plus 3%. The maximum stated rate of interest on the Series 225 Notes shall not exceed the daily yield for the ten-year treasury bonds published by *The Bond Buyer*, in New York, New York, on the Monday next preceding the date of the public sale, plus 4%. No bid for less than par value, plus accrued interest thereon from the Dated Date to the date of delivery, shall be considered, and no supplemental interest payments shall be authorized. Each bid must state (i) the total interest cost to the City during the life of the applicable series of Bonds or Notes on the basis of the bid, (ii) the premium, if any, offered by the bidder, (iii) the net interest cost to the City on the basis of the bid, and (iv) the true interest cost (as hereinafter defined) on the basis of such bid. Each bid shall be certified by the bidder to be correct, and the Governing Body of the City shall be entitled to rely on such certificate of correctness.

Form and Submission of Bid; Good Faith Deposit

Bids may be submitted through the *PARITY* Electronic Bid Submission System ("*PARITY*"). To the extent any instructions or directions set forth in *PARITY* conflict with the Official Notice of Sale, the terms of the Official Notice of Sale shall control. All bids must be received by the undersigned prior to 10:00 a.m., C.D.T. (the "Submittal Hour") on July 15, 2008 (the "Sale Date"), accompanied by the applicable good faith deposit described below, which may be submitted separately, provided such good faith deposit is received by the City prior to the Submittal Hour on the Sale Date. The City shall not be responsible for any failure, misdirection or error in the means of transmission via *PARITY*. Bids submitted in accordance with this section and accepted by the City as provided below shall be binding obligations of the bidders. For further information about the electronic bidding services of *PARITY*, potential bidders may contact Ipreo, 1359 Broadway, 2nd Floor, New York, NY 10010, (212) 849-5021.

Good Faith Deposit. Each bid for the Bonds shall be accompanied by a good faith deposit in an amount equal to 2% of the principal amount of the series of Bonds for which the bid is submitted ($201,000 for the Series 794 Bonds and $79,400 for the Series 794A Bonds), and each bid for the Notes shall be accompanied by a good faith deposit in an amount equal to 2% of the principal amount of the series of Notes for which the bid is submitted ($1,887,100 for

the Series 224 Notes and $196,300 for the Series 225 Notes). The good faith deposit must be in the form of a certified or cashier's check drawn on a bank located within the United States and made payable to the order of the City, or in the form of a Financial Surety Bond payable to the order of the City and meeting the requirements set forth in the following paragraph. If a bid is accepted, such good faith deposit shall be deposited by the City until the bidder shall have complied with all of the terms and conditions of this Notice and of its bid. In the event a bidder whose bid is accepted shall default in the performance of any of the terms and conditions of this Notice or of its bid, said bidder's good faith deposit shall be retained by the City for liquidated damages. If a bid is accepted, but the City shall fail to deliver the applicable Bonds or Notes to the bidder in accordance with the terms and conditions hereof, said good faith deposit amount shall be returned to the bidder. No interest shall be paid upon the successful bidder's good faith deposit. Checks representing the good faith deposit accompanying the bids of the unsuccessful bidders shall be promptly returned.

Financial Surety Bond. If a Financial Surety Bond is used for the good faith deposit, it must be from Financial Security Assurance of Maryland Inc., New York, New York, an insurance company licensed to issue such surety bond in the State of Kansas and approved by the City. Such surety bond must be submitted to the Director of Finance prior to the time that bids for the purchase of the Bonds and Notes will be received. The Financial Surety Bond must identify each bidder whose good faith deposit is guaranteed by such Financial Surety Bond. If a series of Bonds or Notes is awarded to a bidder using a Financial Surety Bond, then that bidder is required to submit its good faith deposit to the City in the form of a certified or cashier's check or wire transfer as instructed by the Director of Finance not later than 2:00 p.m., C.D.T., on the next business day following the award of the applicable series of Bonds or Notes. If such check or wire transfer is not received by that time, the Financial Surety Bond will be drawn by the City to satisfy the good faith deposit requirement.

Awarding of Bonds and Notes

Each series of Bonds and Notes will be sold separately and each will be awarded to the responsible bidder offering to pay not less than the par amount of applicable series of Bonds or Notes and accrued interest thereon and specifying a rate or rates of interest that result in the lowest effective interest rate to the City. The effective interest rate to the City shall be the interest rate per annum determined on a per annum true interest cost ("TIC") basis by discounting the scheduled semiannual debt service payments of the City on the applicable series of Bonds or Notes (based on such rate or rates of interest so bid), to the Dated Date of such Bonds or Notes (based on a 360-day year), compounded semiannually and to the bid price, excluding accrued interest to the date of delivery. The City reserves the right to verify each bidder's calculation of TIC, and the award shall be made to the bidder whose proposal results in the lowest TIC calculated in accordance with the provisions of this Notice. If two or more identical bids for the lowest TIC are received, the Governing Body shall determine which bid, if any, shall be accepted, and such determination shall be final. The Governing Body reserves the right to reject any and/or all bids, and to waive any irregularities in any bid submitted.

Ratings

The City's outstanding general obligation bonds issued since 1975 have been rated by Moody's Investors Service, Inc. ("Moody's") and by Standard & Poor's, a division of the McGraw-Hill Companies ("S&P"). The most recent ratings given to the City's general obligation bonds (dated February 1, 2008) by such rating agencies were "Aa2" and "AA" respectively. The City's most recently issued general obligation notes (dated February 7, 2008) were rated *"MIG 1"* by Moody's and "SP-1+" by S&P. The City has applied to both Moody's and S&P for ratings on the Bonds and Notes described herein.

Bond Insurance

The City has not applied for any policy of municipal bond insurance with respect to the Bonds or Notes and will not pay the premium in connection with any policy of municipal bond insurance desired by the successful bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with any series of the Bonds or Notes, such intent must be specified on the bid and the bid must be accompanied by a commitment from the selected insurer specifying all terms and conditions to which the City will be required to agree in connection with the issuance of such insurance policy. Such commitment shall be delivered to the office of the Department of Finance, located on the Twelfth Floor of City Hall, 455 North Main, Wichita, Kansas 67202-1679. The Governing Body specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest true interest cost to the City.

CUSIP Identification Numbers

The CUSIP Service Bureau will be requested to assign CUSIP identification numbers to the Bonds and Notes, and such numbers shall be printed on the Bonds and Notes; however, neither the failure to assign any such number to or print any such number on any Bond or 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 Bonds or 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 of and Payment for Bonds

A single Bond per maturity, duly printed or typewritten, executed and registered in conformity with the laws of the State of Kansas, shall be furnished and delivered at the expense of the City to the successful bidder of each series of Bonds on or about Tuesday, August 19, 2008, by deposit of such Bonds with DTC. Payment for each series of Bonds shall be received by 12:00 noon, C.D.T., on the delivery date, in Federal Reserve funds immediately available for use by the City.

The successful bidder(s) shall be furnished with a certified Transcript of Proceedings evidencing the authorization and issuance of the applicable series of Bonds, and the usual closing

proofs, which shall include a Certificate that there is no litigation pending or threatened at the time of the delivery of such series of Bonds affecting their validity and also regarding the completeness and accuracy of the Official Statement.

Delivery of and Payment for Notes

A single Note, duly printed or typewritten, executed, registered and countersigned in conformity with the laws of the State of Kansas, shall be furnished and delivered at the expense of the City to the successful bidder(s) of each series of Notes on or about Tuesday, August 19, 2008, by deposit of such Notes with DTC. Payment for each series of Notes shall be received by 12:00 noon, C.D.T., on the delivery date, in Federal Reserve funds immediately available for use by the City.

The successful bidder(s) shall be furnished with a certified Transcript of Proceedings evidencing the authorization and issuance of the applicable series of Notes, and the usual closing proofs, which shall include a Certificate that there is no litigation pending or threatened at the time of the delivery of such series of Notes affecting their validity and also regarding the completeness and accuracy of the Official Statement.

Official Statement

The Governing Body of the City has authorized and directed the preparation of a Preliminary Official Statement in connection with the issuance of the Bonds and Notes, copies of which may be obtained from the City's Department of Finance. The Preliminary Official Statement is in a form "deemed final" by the Governing Body for the purpose of the Securities Exchange Commission's Rule l5c2-12(b)(1), but is subject to revision, amendment and completion in the final Official Statement. Authorization is hereby given to redistribute this Official Notice of Sale and the Preliminary Official Statement, but this entire Official Notice of Sale and the entire Preliminary Official Statement, and not portions thereof, must be redistributed.

By awarding the Bonds or Notes to any bidder or bidding syndicate submitting a proposal therefor, the Governing Body agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which such Bonds or Notes are awarded, a reasonable number of copies of the final Official Statement. The City designates the senior managing underwriter of any syndicate to which such Bonds or Notes are awarded as agent for purposes of distributing copies of the final Official Statement to each participating underwriter. Any bidder delivering a proposal with respect to the Bonds or Notes agrees thereby that if such proposal is accepted (i) it shall accept such designation, and (ii) it shall enter into a contractual relationship with all participating underwriters of the applicable series of Bonds or Notes for purposes of assuring the receipt by each such participating underwriter of the final Official Statement. Copies of the final Official Statement in excess of a reasonable number may be ordered by the successful bidder at its expense.

Continuing Disclosure

The City has adopted Ordinances establishing master undertakings to provide ongoing disclosure concerning the City in connection with its general obligation bonds and in connection with its general obligation notes for the benefit of owners of such bonds and notes, including the Bonds and Notes described herein, as required under Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12. The Ordinances are included as an Appendix to the Official Statement.

Authority, Purpose and Security

The Bonds and Notes shall be issued under the authority of and pursuant to the provisions of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 *et seq.*, as amended and supplemented, including specifically, with reference to the Notes, K.S.A. 10-123, as amended and supplemented. The Bonds and Notes shall be authorized by Ordinances to be adopted by the Governing Body. The Bonds and Notes and the interest thereon shall constitute general obligations of the City, and the full faith, credit and resources of the City will be pledged by the aforesaid Ordinances to the payment thereof. Reference is made to the City's Official Statement for a more extensive discussion of security for the Bonds and Notes.

The Series 794 Bonds. The proceeds of the Series 794 Bonds shall be used, together with special assessments which have been collected in cash and other available funds, for the purpose of permanently financing the costs of constructing various multiple capital improvements in the City, the costs of which have been charged as special assessments to real properties benefited by the improvements. The Series 794 Bonds and the interest thereon shall constitute general obligations of the City, and shall be payable as to both the principal of and the interest thereon from the collection of special assessment taxes which have been levied against benefited real properties in the City, over a 15-year period, and any part of said principal and interest not so paid, shall be paid from ad valorem taxes which may be levied without limitation as to rate or amount upon all of the taxable tangible property located within the territorial limits of the City.

The Series 794A Bonds. The proceeds of the Series 794A Bonds shall be used, together with special assessments which have been collected in cash and other available funds, for the purpose of permanently financing the costs of constructing various multiple capital improvements in the City, the costs of which have been charged as special assessments to real properties benefited by the improvements. The Series 794A Bonds and the interest thereon shall constitute general obligations of the City, and shall be payable as to both the principal of and the interest thereon from the collection of special assessment taxes which have been levied against benefited real properties in the City, over a 20-year period, and any part of said principal and interest not so paid, shall be paid from ad valorem taxes which may be levied without limitation as to rate or amount upon all of the taxable tangible property located within the territorial limits of the City.

The Series 224 Notes. The proceeds of the Series 224 Notes shall be used for the purpose of providing funds to renew a portion of the principal amount of the City's General

Obligation Renewal and Improvement Temporary Notes, Series 222 (the "Series 222 Notes"), previously issued by the City for the purpose of providing temporary financing for multiple capital improvements in the City and for the purpose of providing temporary financing for acquiring, constructing and installing certain newly undertaken multiple capital projects within the City. The principal of and the interest on the Series 224 Notes shall be paid from moneys collected from special assessments to be levied against real properties in the City benefited by certain of the capital improvements upon the completion thereof, from the proceeds of general obligation bonds which will be subsequently issued by the City for such purpose, and from current revenues of the City which are available for such purpose, or all or part of the Series 224 Notes may be payable from the proceeds of renewal temporary notes which the City may in the future issue for such purpose pending completion of some or all of the capital improvements.

The Series 225 Notes. The proceeds of the Series 225 Notes shall be used for the purpose of providing funds to renew the principal amount of the City's General Obligation Improvement Notes, Series 223 (the "Series 223 Notes"), previously issued by the City for the purpose of providing temporary financing for multiple capital improvements in the City and within a tax increment district and for the purpose of providing temporary financing for acquiring, constructing and installing certain newly undertaken capital improvements in the City. The principal of and the interest on the Series 225 Notes shall be paid from the proceeds of general obligation bonds which will be subsequently issued by the City for such purpose and from current revenues of the City which are available for such purpose, or all or part of the Series 225 Notes may be payable from the proceeds of renewal temporary notes which the City may in the future issue for such purpose pending completion of some or all of the capital improvements. It is further anticipated that a portion of the Series 225 Notes will be payable from tax increment revenues generated from a certain tax increment district in the City.

Legal Opinion

All matters relating to the authorization and issuance of the Bonds and the Notes are subject to the approving opinion of Kutak Rock LLP, Kansas City, Missouri, Bond Counsel. Bond Counsel's opinion shall be furnished without expense to the successful bidder(s) concurrently with delivery of the Bonds and the Notes. All fees and expenses of Bond Counsel shall be paid by the City.

Tax Exemption

Exemption from State Tax. The interest on the Bonds and the Notes is excludable from the computation of Kansas adjusted gross income and the Bonds and the Notes are exempt from the tax imposed by Kansas counties, cities or townships upon the gross earnings derived from money, notes and other evidence of debt.

Exemption from Federal Tax - Bonds and Series 224 Notes. In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Bonds and the Series 224 Notes is excluded from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinion described in the preceding sentence assumes the accuracy of certain

representations and compliance by the City with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Bonds and the Series 224 Notes. Failure to comply with such requirements could cause interest on the Bonds or the Series 224 Notes to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds or the Series 224 Notes, as applicable. The City has covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Bonds or the Series 224 Notes.

Notwithstanding Bond Counsel's opinion that interest on the Bonds and the Series 224 Notes is not a specific preference item for purposes of the federal alternative minimum tax, such interest will be included in adjusted current earnings of certain corporations, and such corporations are required to include in the calculation of alternative minimum taxable income 75% of the excess of such corporations' adjusted current earnings over their alternative minimum taxable income (determined without regard to such adjustment and prior to reduction for certain net operating losses).

The accrual or receipt of interest on the Bonds and the Series 224 Notes may otherwise affect the federal income tax liability of the owners of the Bonds and the Series 224 Notes. The extent of these other tax consequences will depend upon such owner's particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Bonds and the Series 224 Notes, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers otherwise entitled to claim the earned income credit, or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Bonds or the Series 224 Notes.

Not Exempt from Federal Tax - Series 225 Notes. In the opinion of Kutak Rock, LLP, Bond Counsel, interest on the Series 225 Notes is subject to federal income taxation, and Bond Counsel expresses no opinion regarding other federal tax consequences arising with respect to the Series 225 Notes.

Not Bank-Qualified Obligations. The City has not designated the Bonds or the Notes as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Original Purchaser's Certificate

Bond Counsel will prepare and furnish for execution to the successful bidder for each series of Bonds and Notes, an Original Purchaser's Certificate which states that such Original Purchaser reasonably expects at least 10% of each maturity for such Bonds or Notes to be sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at initial reoffering prices to the public as shall be provided by the Original Purchaser thereof.

Assessed Valuation; Bonded Indebtedness

The City's equalized assessed tangible valuation for computation of bonded debt limitations is $3,384,597,837. The total outstanding general obligation bonded indebtedness of the City as of August 1, 2008, including the Bonds and Notes is $657,151,735. The City's General Obligation Renewal and Improvement Temporary Notes, Series 222, outstanding in the principal amount of $77,880,000 will be retired on August 19, 2008, from a portion of the proceeds of the Bonds, the Series 224 Notes and other available funds of the City. The City's General Obligation Improvement Temporary Notes, Series 223, outstanding in the principal amount of $8,015,000 will be retired from the proceeds of the Series 225 Notes.

Additional Information

Additional information regarding the Bonds and Notes may be obtained from the Department of Finance, Twelfth Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679 (Ms. Catherine Gilley, Debt Coordinator, Telephone 316/268-4143, E-mail: cgilley@wichita.gov). To obtain a Preliminary Official Statement visit www.onlinemuni.com.

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BY ORDER OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, ON June 17, 2008.

By: /s/ Carl Brewer, Mayor
Carl Brewer, Mayor

(Seal)

ATTEST:

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

DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk

FROM: Gary E. Rebenstorf, Director of Law

SUBJECT: Report on Claims for May, 2008

DATE: June 2, 2008

The following claims were approved by the Law Department during the month of May, 2008:

Nancy Kitchens	$ 1,485.14
Union Pacific Railroad Company	$18,840.91
Moore Engineering Services	$ 3,220.00
Jessica Warrender	$ 1,828.09
Barbara Mitchell	$57,500.00**
Bryan Young	$ 4,059.27
James Cline III	$ 1,500.00**
Douglas Jackson	$ 3,805.70
Savannah Sanders	$ 230.67

**Settled for lesser amount than claimed

cc: Ed Flentje, Interim City Manager
Kelly Carpenter, Director of Finance

Agenda Item No. 32.

City of Wichita
City Council Meeting
June 17, 2008

To: Mayor and City Council

Subject: Resolution Authorizing the City of Wichita, Represented by Wichita Transit, to File Applications with the Federal Transit Administration (FTA) for Funding for Financial Assistance for Transportation Projects (All Districts)

Initiated By: Wichita Transit

Agenda: Consent Agenda

Recommendation: Approve Resolution authorizing the City Manager or his or her designee (Wichita Transit) to execute and file applications for federal financial assistance.

Background: The Federal Transportation Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of this Resolution is to authorize staff to file for eligible federal funds for the support of the city's transit services. Until March of 2008, Wichita Transit's leadership was contracted out to First Transit Group. With the cancellation of that contract, FTA requires Wichita Transit (the designated federal recipient) to approve a new resolution designating what entity is responsible for the management of federal grants for the City of Wichita.

Analysis: The proposed Resolution authorizes Wichita Transit staff to do the following:

- Represent the City of Wichita as an applicant for federal funding assistance authorized by 49 U.S.C. Chapter 53, Title 23;
- Execute and file with the City of Wichita's applications the annual certifications and assurances and other documents FTA requires before awarding any federal assistance grants or cooperative agreements; and
- Execute grants and cooperative agreements with FTA on behalf of the City of Wichita.

Financial Consideration: This resolution will allow the city access to federal grant funds for use in Wichita Transit operations. It would require no unplanned expenditures by the city.

Goal Impact: This action would enhance the efficient infrastructure goal by maintaining and optimizing public facilities and assets by use of federal funds available only for that purpose.

Legal Consideration: The Law Department has drafted the Resolution, and, in draft form, it has specific approval of FTA regional counsel.

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

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF THE CITY OF WICHITA AUTHORIZING THE FILLING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53 AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION, MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for Federal Financial assistance will impose certain obligations upon the City of Wichita as Applicant, and may require the City of Wichita as Applicant to provide the local share of the project cost;

WHEREAS, the City of Wichita as Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project.

NOW, THEREFORE, BE IT RESOLVED BY the City Council for the City of Wichita, Kansas:

1. The City Manager or his/her designee is authorized to execute and file application for Federal assistance on behalf of The City of Wichita, Kansas with the Federal Transit Administration for Federal Assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration, and for Urbanized Area Formula Program assistance authorized by 49 U.S.C. §5307, either alone or in addition to other Federal assistance administered by the Federal Transit Administration, with the City of Wichita being the Designated Recipient as defined by 49 U.S.C. §5307 (a.)(2).

2. The City Manager or his/her designee is authorized to execute and file with the City's application the annual certification and assurances and other documents the Federal Transportation Administration requires before awarding a Federal assistance grant or cooperative agreement.

3. The City Manager or his/her designee is authorized to execute grants and cooperative agreements with the Federal Transit Administration on behalf of The City of Wichita, Kansas.

The City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WICHITA, this 17th day of June, 2008.

_____
CARL BREWER, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law
and City Attorney