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REVISED:
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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. April 5, 2016

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of regular meeting on March 22, 2016

AWARDS AND PROCLAMATIONS

-- Proclamations:
Financial Literacy Month
Fair Housing Month
National Donate Life Month
National Public Health Month

-- Awards:
NLC Diversity Award for Wichita Police Department Assessment
Recognize students going to La Salle University, Cancun, Mexico as citizen ambassadors

I. PUBLIC AGENDA

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

None

II. CONSENT AGENDA ITEMS 1 THROUGH 21

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Public Hearing and Issuance of Industrial Revenue Bonds, Hijos, LLC/JR Custom Metal Products, Inc. (District IV)

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

2. Economic Development Incentive Agreement Modification Request, Rand Graphics, Inc. (District IV)

   RECOMMENDED ACTION: Approve the amendment to the Economic Development Incentive Agreement and authorize the necessary signatures.

3. Extension of IRB Exemption, Ethanol Products, LLC. (District II)

   RECOMMENDED ACTION: Extend the tax exemption on the IRB-financed property for Ethanol products, LLC for a second five-year term.

4. An Ordinance Creating a New Chapter 3.55 of the Code of the City of Wichita, Kansas, Pertaining to the Licensing of Massage Therapy Businesses within the City of Wichita and Regulating the Conduct of Participants therein, and Repealing the Original of Chapter 3.56.

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

5. Adoption of the 2012 International Building Code.

   RECOMMENDED ACTION: Place on first reading the ordinance amending Article 2 of the Unified Building and Trade Code (UBTC) with the adoption of the 2012 Edition of the International Building Code and authorize the necessary signatures.

6. Facility Condition Assessment Program.

   RECOMMENDED ACTION: Approve the concept for conducting building condition assessments and approve the release of an RFP for service/product acquisition.

7. Board of Park Commissioners Recommendation for Golf Courses.

   RECOMMENDED ACTION: Approve the proposed Season Pass Rate Structure increase, the proposed Cart Fee Increase and the Greens Fee increase to both the Senior Pass and the Super Senior Pass. These rate increases will go into effect on Monday April 11, 2016.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

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

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel for Council Member Lavonta Williams to attend the National League of Cities Opioid Taskforce Meeting April 6 - 7, 2016, Washington, D.C. (All expenses paid by NLC)

   RECOMMENDED ACTION: Approve travel.

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 21)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated March 28 and April 4, 2016.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renew	2016	(Consumption on Premises)
Jeff Clark	Riverside Tennis Center**	551 Nims
Chen Lin	Bai Wei**	1845 South Rock Road
Eric N. Estes	Qdoba Mexican Grill #2872**	430 North Rock Road
Steve Roberts	Godfathers Pizza**	4840 South Broadway
Jose L. Gandara	Cevicheria Y Botanas La Isla LLC**	1935 North Broadway SU107

Renew	2016	(Consumption off Premises)
Anita Haeri	Valero #2***	1622 South West St
Ly Ngoc Thri Nguyen	Thai Binh Supermarket***	1530 West 21st North

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

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

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

   RECOMMENDED ACTION: Receive and file.

4. Change Orders:
   a. Change Order No. 8 for Improvements to 37th Street North, Broadway to Hydraulic. (District VI)

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

5. Property Acquisitions:
   a. Partial Acquisition of 4921 E. 21st for the 21st and Oliver Intersection Project. (District I)
   b. Partial Acquisition of 2130 N. Oliver for the 21st and Oliver Intersection Project. (District I)
   c. Partial Acquisition of 4802 E. 21st for the 21st and Oliver Intersection Project. (District I)

   RECOMMENDED ACTION: Approve budgets and contracts and authorize necessary signatures.

6. Minutes of Advisory Boards/Commissions:
   Board of Park Commissioners, February 8, 2016
   Bicycle and Pedestrian Advisory Board, February 15, 2016

   RECOMMENDED ACTION: Receive and file.

7. Repair or Removal of Dangerous and Unsafe Structures: (District I)

Property Address	Council District
a. 1652 N. Volutsia Ave	I

   RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on May 17, 2016 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

8. Report on Claims for February 2016.

   RECOMMENDED ACTION: Receive and file.

9. National Recreation and Park Association (NRPA)/Wal-Mart Out-of-School Time Grant Program. (Districts I, III, and VI)

   RECOMMENDED ACTION: Authorize the grant application and acceptance.

10. Sanitary Sewer Lift Station Rehabilitation.

    RECOMMENDED ACTION: Approve the initiation of sanitary sewer lift station asset rehabilitation and replacement project, adopt the resolution, and authorize the necessary signatures

11. Surplus of City-owned Properties at 15019 West Kellogg. (District IV)

    RECOMMENDED ACTION: Declare the property as surplus and designate it as available for sale to the general public.

12. ***Wichita Art Museum Landscape Maintenance. (District VI)***

    (PULLED PER CITY MANAGER)

13. Fleet Heavy Equipment Replacement.

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

14. Second Reading Ordinances: (First Read March 22, 2016)

    RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

15. *DED2015-00030 Dedication of Sanitary Sewer Easement Located on the North Side of East 21st Street North, East of North Oliver Avenue. (District I)

    RECOMMENDED ACTION: Accept the Dedication.

16. *SUB2015-00013 -- Plat of Cross Gate Addition Located on the Southwest Corner of West MacArthur Road and South Seneca Street. (District IV)

    RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

17. *ZON2016-00002 – City Zone Change from General Commercial to Limited Industrial on Property Generally Located North of East Central Avenue on the East Side of North Hydraulic Avenue. (District I)

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

18. *ZON2016-00006 – City Zone Change from Multi-Family Residential to Limited Commercial with a Protective Overlay on Property Generally Located on the Northwest Side of South Meridian Avenue and West Kellogg Drive. (District IV)

    RECOMMENDED ACTION: Approve the zoning, subject to the provisions of the protective overlay, and subject to platting within a year of approval by the governing body (simple majority of four votes required); instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to the City Council.

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

19. *Jayhawk Chapter 88 of the Experimental Aircraft Association, Inc. - Office Facility Use and Lease Agreement - Colonel James Jabara Airport.

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

20. *Sublease Agreement - Midwest Corporate Aviation, Inc. and Executive Flight Services, Inc. - Colonel James Jabara Airport.

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

21. *Terminal Apron Phase IV - FAA Reimbursable Agreement #2 - Wichita Dwight D. Eisenhower National Airport.

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

City of Wichita
City Council Meeting
April 5, 2016

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (Hijos, LLC/JR Custom Metal Products, Inc.) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

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

Background: Hijos, LLC/JR Custom Metal Products, Inc. is requesting a one-year Letter of Intent for the issuance of Industrial Revenue Bonds (IRBs) in the amount not-to-exceed $5,300,000, and a 72.6% five-plus-five-year property tax exemption. Hijo, LLC (Hijos) intends to construct a 24,000 square foot addition to the manufacturing facility located at 2237 S. West Court and sublease the addition to JR Custom Metal Products, Inc. (JR Custom Metal), a related business.

JR Custom is in the Advanced Manufacturing cluster of the Blueprint for Regional Economic Growth (BREG) and is a supplier to several BREG clusters, including aerospace, agriculture and oil and gas.

Analysis: JR Custom Metal Products, Inc., established in Wichita in 1974, is a manufacturer of a diverse line of metal fabricated products and equipment. The company specializes in the unique designing and engineering of metal products from aluminum, stainless steel, titanium and hot roll steel materials. JR Custom Metal has a diversified customer base that includes manufacturers of agricultural and construction equipment, meat processing and trucking companies, oil and gas industry among others. JR Custom Metal estimates that 80% of its production is exported outside of Kansas. Bond proceeds will be used to build and equip a 24,000 square foot expansion for a new paint facility.

Use of Funds:

Expansion of Building	**$2,580,000**
Capital Equipment	**$2,720,000**
Total Uses:	**$5,300,000**

JR Custom Metal has two outstanding property tax abatements that have not reached the five-year review. The jobs for each of the respective expansions build on the previous project. A 2012 expansion projected that by the end of 2017 the company would employ 160. A 2013 expansion projected an additional 15 jobs which will be subject to a review by the end of 2018. Therefore, by the end of 2018, JR Custom will be required to employ 175 which is the base from which the jobs for the new expansion will be added. The 2016 expansion will add 13 new jobs over the next five (5) years at an average wage of $41,995. By the end of 2021, the company will be required to employ 188. Current employment is 130.

Financial Considerations: UMB Bank will purchase the bonds. Hijos agrees to pay all costs of the City relative to the issuance of the bonds. The company also agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds.

Based on the City/County Economic Development Incentive Policy, the Company qualifies for a 72.6% five-plus-five-year tax exemption on real property constructed with bond proceeds. Based on the latest available mill levy, and assuming that the real property improvements are valued at 80% of the actual

capital investment, the estimated tax value of exempted property for the first full year is approximately $44,900. The value of a 72.6% real property tax exemption as applicable to taxing jurisdictions is:

City	$ 12,250	State	$ 560
County	$ 11,010	USD 259	$ 21,080

The project will also qualify for a sales tax exemption on bond-financed purchases.

JR Custom currently pays around $80,000 in annual property taxes for this site.

The cost/benefit analysis conducted by Wichita State University's Center for Economic Development and Business Research reports cost/benefit ratios as follows:

City of Wichita	1.62 to 1
City General Fund	1.52 to 1
City Debt Service	1.88 to 1
Sedgwick County	1.51 to 1
USD 259	1.38 to 1
State of Kansas	6.73 to 1

Legal Considerations: Bond documents needed for the issuance of the bonds will be prepared by bond counsel, Gilmore & Bell PC. The City's Law Department will review and approve the final form of bond documents prior to the issuance of any bonds. The public hearing held in conjunction with this item is in compliance with the Tax Equity and Fiscal Responsibility Act hearing requirement in the federal tax code for tax-exempt bonds.

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

Attachments: Letter of Intent Application, Resolution of Intent

"Our Quality Reflects a Heritage of Providing Timely Solutions for Complex Opportunities Through Continuous Improvement"
2237 S. West Street Ct. • Wichita, Kansas 67213-1100
(316) 263-1318 • Fax (316) 263-0123

February 24, 2016

Mayor Jeff Longwell and Members of City Council
City of Wichita, City Hall
455 North Main Street
Wichita, KS 67202

RE: Proposed approximately $5,300,000 City of Wichita, Kansas, Tax-exempt Industrial Revenue Bonds, Hijos, LLC (Tenant), J R Custom Metal Products, Inc. (Sub-Tenant)

The Honorable Mayor Longwell and City Council Members:

This letter is to request approval by the governing body of the City of Wichita, Kansas, for a Letter of Intent to issue Tax-exempt Industrial Revenue Bonds in an amount not to exceed $5,300,000. The proceeds of the proposed Bonds will be used to finance the cost of a 24,000 square foot expansion across the street from our current facility, with a paint booth, equipment and machinery. The tenant for this expansion would be Hijos, LLC and the Sub-Tenant would be J R Custom Metal Products, Inc. (JRCMP).

1. **Tenant**: Hijos, LLC
2237 South West Street Court
Wichita, KS 67213
Phone: (316) 263-1318
FAX: (316) 263-0123
Attention: J. Raul Martinez

Sub-Tenant: (Correspondence should be directed to)
J R Custom Metal Products, Inc. (JRCMP)
2237 South West Street Court
Wichita, KS 67213
Phone: (316) 263-1318
FAX: (316) 263-0123
Attention: Patricia G. Koehler

Proposed Address: J R Custom Metal Products, Inc. (JRCMP)
2242 (?) South West Street Court
Wichita, KS 67213

2. **A General Description of the Nature of the Business of the Applicant**

As the premier metal fabricator in the region, JRCMP integrates fabrication technologies to produce high quality, complex components for a diverse group of original equipment manufacturers across the United States.

JRCMP specializes in material handling equipment and production support equipment for large original equipment manufacturers, transportation companies, and the wind power industry. JRCMP has the ability to engineer complex products or modify existing designs to meet specific requirements while providing timely solutions. JRCMP is an ISO 9001-2015 registered company. JRCMP currently employs 130 people working two shifts. The goal is to have a broad array of fabrication competencies to provide total customer satisfaction with single-point, turn-key solutions. The paint facility is the last service needed to achieve a completed product. The IRB will allow JRCMP to make this goal a reality.

3. **Key Officers and Employees of J R Custom Metal Products, Inc.**

Patricia G. Koehler, President & CEO

J Raul Martinez, Vice President

April Stowe, Controller

4. **A General Description of the Project**

JRCMP intends to expand the current facility complex by building a 24,000 square foot paint facility, located at 2242 (?) South West Street Court, Wichita, Kansas 67213. This project requires not only the building and foundation, but also mechanical, gas, and electrical systems as well as improvements to the easement surrounding our property. The addition will include an 864 foot Driven 500 Series Intelli-Trak Conveyor with Monorail Paint System, a STRB4260 Monorail Structural Steel Blaster (42" x 60"), and an Ingersoll Rand Compressed Air System. JRCMP is using Wichita or Kansas contractors and vendors for this project.

J R Custom Metal Products, Inc. expects to add thirteen new positions over a ten (10) year period.

5. **The Dollar Amount of the Bonds Requested**

The total principal amount of the Bonds requested is approximately $5,300,000.

6. **A Detailed Breakdown of the Proposed Costs, Including an Estimate of Issuance Expenses**

Source of Funds:

2016 Bond Proceeds	$5,300,000
Total Sources	**$5,300,000**

Use of Proceeds:

Building	$2,580,000
Capital Equipment	$2,720,000
Total Uses:	**$5,300,000**

7. **Bond Counsel**

Gilmore & Bell PC
100 North Main Street, Suite 800
Wichita, KS 67202
Phone: (316) 267-2091
Attention: Kim Bell

8. **Applicant Counsel**

Martin Pringle Law Firm
100 North Broadway Street
Wichita, KS 67202
Phone: (316) 265-9311
Attention: Brent Mitchell

9. **A Statement Relative to Ad Valorem Taxes**

The Applicant respectfully requests that the property expansion owned by Hijos, LLC and leased to J R Custom Metal Products, Inc. with the proceeds of the bonds be exempted from Kansas' ad valorem property taxes for a ten (10) year period permitted by Kansas law. The tax abatement will permit the Applicant to proceed with the anticipated Project, allow for its anticipated growth, and result in the public benefits otherwise outlined herein. The Project Exemption Certificate will allow JRCMP contractors a tax exemption for building materials.

10. **Administrative Service Fee Agreements**

The Applicant agrees to make a payment to the City to reimburse the City for administrative costs in the amount of $2,500 per year for a period of ten (10) years commencing one (1) year after the delivery of the bonds. In addition, the Applicant will pay all costs of the City relative to issuance of the Bonds.

11. **A Brief Statement with Respect to Benefits**

The issuance of Industrial Revenue Bonds will be used to lower the cost of production space from the expansion and assist with the purchase of additional equipment. This will allow JRCMP to produce more goods in its facility as opposed to outsourcing production to other companies across the United States. Producing finished product in-house will better serve the customer and allow JRCMP to keep more jobs and business in the Wichita area.

12. **A Brief Statement Relative to the Effects of the Proposed Project on the Ambient Air Quality of the city of Wichita and Sedgwick County**

The proposed expansion will have no effect on the ambient air quality of the City of Wichita or Sedgwick County, nor are there any other anticipated adverse environmental effects. The Applicant will comply with all applicable policies and requirements of the City of Wichita relating to environmental matters.

13. **A Brief Statement with Respect to Equal Employment Opportunities**

The Applicant is minority owned and will comply with all policies of the City of Wichita, Kansas with respect to equal employment opportunity.

14. **Arrangement for the Sale of the Bonds**

The Bonds will be purchased by UMB Bank.

15. **Summary**

To permit the Applicant to finalize the financing for the project, it is requested at this time that the City Council authorize the Mayor to execute a Letter of Intent for and on behalf of the City wherein the City declares its intent to issue approximately $5,300,000 of its City of Wichita, Kansas, Tax-exempt Industrial Revenue Bonds, Series 2016, for the purpose described above.

The Applicant is aware that such a Letter of Intent is only an indication of the City to issue the proposed Bonds to assist in the financing of the Project, and that such a Letter of Intent is subject in all respects to the governing body's final approval of the terms and provisions of the Bond Resolution, Trust Indenture, Lease Agreement, Guaranty Agreement, and other related documents. However, upon Issuance of the Letter of Intent, the Applicant is prepared to proceed in reliance thereon. Should there be any questions or requests for further information in the course of the City's evaluation of the Application, we will be pleased to promptly respond thereto.

Respectfully submitted,

Patricia G. Koehler
President & CEO, J R Custom Metal Products, Inc.

J. Raul Martinez
Member, Hijos, LLC

Gilmore & Bell, P.C.
03/16/2014

RESOLUTION NO. _____

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

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

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

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

WHEREAS, the Governing Body determines it to be advisable and in the interest and for the welfare of the City and its inhabitants that revenue bonds of the City be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of a manufacturing facility (the "Project") to be located in the City and to be leased by the City to Hijos, LLC, a Kansas limited liability company (the "Tenant"), who will sublease the Project to J.R. Custom Metal Products, Inc., a Kansas corporation (the "Subtenant").

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

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

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The City is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in an aggregate principal amount not to exceed $5,300,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

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

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

Section 4. Property Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-201a the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be eligible for an exemption from payment of ad valorem property taxes for a period up to ten calendar years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor. The Governing Body hereby conditionally approves an 72.60% ad valorem property tax exemption on the Bond-financed property, for a five year term, with an additional five year term to be considered thereafter, at the discretion of the Governing Body, all subject to the Tenant's ongoing compliance with the City's Economic Development Incentive Policy. Prior to making such determination the Governing Body has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by the Act.

Section 5. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq*. (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore.

Section 6. Reliance by Tenant; Limited Liability of City. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds; provided that the such expenditures incurred prior to the issuance of the Bonds are at the risk of the Tenant that the Bonds will actually be issued. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted, and as provided by §1.150-2 of the U.S. Treasury Regulations. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the City from the Project and not from any other fund or source. The City shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the City shall have no liability to the Tenant.

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

Section 8. Further Action. The Mayor, City Clerk and other officials and employees of the City, including the City Attorney and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; (b) execution on behalf of the City of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act; and (c) execution of an application to the Kansas Secretary of Commerce & Housing for a private activity bond allocation in accordance with the Kansas Private Activity Bond Allocation Act, K.S.A. 74-5058 *et seq.*

Section 9. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2017, unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, Director of Law and
City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Wichita, Kansas on April 5, 2016 as the same appears of record in my office.

DATED: April 5, 2016.

_____
Karen Sublett, City Clerk

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G JLN\600809.70412\RESOLUTION OF INTENT

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON APRIL 5, 2016

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

Absent:

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

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

(Other Proceedings)

Among other business, in accordance with notice published on March 21, 2016, in the *Wichita Eagle*, a public hearing was held by the governing body relating to the proposed issuance of not to exceed $5,300,000 principal amount of Industrial Revenue Bonds (J.R. Custom Metal Products, Inc.). All interested persons were afforded an opportunity to present their views on the issuance of the Bonds and the location and nature of the Project to be financed with the proceeds of the Bonds. Thereupon, the public hearing was closed.

Thereupon, there was presented a Resolution entitled:

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

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

Aye:

Nay:

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

(Other Proceedings)

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

CERTIFICATE

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

[SEAL]

_____

Karen Sublett, City Clerk

City of Wichita
City Council Meeting
April 5, 2016

TO: Mayor and City Council

SUBJECT: Economic Development Incentive Agreement Modification Request (Rand Graphics, Inc.) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve an amendment to the Economic Development Incentive Agreement.

Background: On November 4, 2008, the Wichita City Council approved an Economic Development Exemption (EDX) tax abatement for Rand Graphics, Inc. (Rand) for a building expansion and the addition of new machinery and equipment. The Economic Development Incentive Agreement stated Rand had a base employment of 208 jobs and projected new job creation of 21, for a total employment of 229. The company has not reached the required employment levels and is asking for an extension of the Economic Development Incentive Agreement based upon a downturn in the economy.

Analysis: Rand Graphics was established in 1966 and works with a number of regional and national clients on graphic and print material products. The company supports a number of major national clients and exports approximately 80% of its products outside the Wichita area. Rand was approved for an 84.75% exemption based on a $5,266,250 capital investment and a projected creation of 21 new jobs. The company invested the requisite capital, but has not reached its goal for new job creation.

The current economic development policy has a provision that allows a company to ask for a modification to its incentive agreement if the Current Conditions Index, as tracked by the Center for Economic Development and Business Research at Wichita State University, drops by five or more points during the term of the incentive agreement. The tax abatement began in January of 2009 and the Current Conditions Index dropped by more than five points beginning in July of that year. The Index did not close the five point gap until October of 2015.

The company has invested in excess of the required $5,266,250 and currently has 157 employees. The company is requesting an extension of its performance period through the end of the tax abatement, which is December 31, 2018. If the company does not reach the 229 jobs required by that time, the City can recapture up to 100% of the second five years of abated taxes (approximately $47,000 per year). The company is currently paying approximately $16,500 per year in property taxes for portions of the building that are not subject to the property tax abatement.

Financial Considerations: Rand Graphics may have to repay some, or all, of the property taxes depending upon its ability to create new jobs as stipulated.

Legal Considerations: The Law Department has reviewed and approved the Economic Development Incentive Agreement Amendment as to form.

Recommendations/Actions: It is recommended that the City Council approve the amendment to the Economic Development Incentive Agreement and authorize the necessary signatures.

Attachments: Economic Development Incentive Agreement amendment.

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN CITY OF WICHITA, KANSAS AND RAND GRAPHICS, INC.

This First Amendment to the Economic Development Incentive Agreement ("Amendment") is entered into this ____ day of April, 2016 ("Effective Date"), by and between the City of Wichita, Kansas ("City"), and Rand Graphics, Inc. ("Company").

City and Company entered into that certain Agreement between the City and the Company dated November 21, 2008 (the "Agreement").

City and Company now desire to amend the terms of the Agreement as more particularly set forth below:

1. Section 1. THE COMPANY, subparagraph C. of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows: "On or prior to December 31, 2018, the Company will add an additional twenty-one (21) new jobs at such manufacturing facility, and thereafter, maintain employment of not less than two hundred twenty-nine (229) employees at such manufacturing facility.

2. Section 4. Term of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows: "This Agreement shall commence on the original date, and shall end on December 31, 2019.

3. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

4. This Amendment embodies the entire agreement between the City and the Company with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

5. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

6. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF KANSAS.

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

CITY OF WICHITA, KANSAS

ATTEST:

_____
Jeff Longwell, Mayor

_____
Karen Sublett, City Clerk

TTR, Rand Graphics, INC.

APPROVED AS TO FORM:

_____
Name: _____
Title: _____

_____
Jennifer Magana
Director of Law and City Attorney

City of Wichita
City Council Meeting
April 5, 2016

TO: Mayor and City Council

SUBJECT: Extension of IRB Exemption (Ethanol Products, LLC) (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the second five year ad valorem tax exemption.

Background: On February 9, 2010, the Wichita City Council approved the issuance of Industrial Revenue Bonds IRBs (IRBs) in the amount not-to-exceed $4,000,000 for Ethanol Products, LLC for an expansion of its campus in northeast Wichita. The City Council also approved a 100% five-plus-five year property tax abatement on bond-financed property. The company is now requesting approval of the second five-year exemption.

Ethanol products is in the Oil and Gas cluster of the Blueprint for Regional Economic Growth (BREG).

Analysis: Ethanol Products, LLC is a South Dakota company formed in 2000 to provide marketing, trading, distribution, risk management and market development of renewable fuels throughout the United States. It is the second largest supplier of fuel grade ethanol in the United States with over 615 million gallons of production per year, and currently markets for 18 ethanol plants in the upper Midwest, including one in Kansas. Ethanol Products' customers are primarily comprised of the major petroleum companies and the product is delivered to destinations all across the upper Midwest and on both the East and West Coasts.

The company completed construction of a 20,000 square foot office building to accommodate expanded operations, located on Webb Road between 38th and 39th Streets North. At the time of the expansion, the company employed 41 and committed to hire 45 new employees over the next five years at an average annual of $36,000 per year.

	2009 Projections	Current Levels
Capital Investment:	$4,000,000	$6,354,004
Job Creation:	41 (base) + 45 (new) = 86	41 (base) + 77 (new) = 118
Annual Salaries:	$36,000	$36,000

Financial Considerations: Ethanol Products, LLC has paid City's $2,500 annual IRB administrative fee. An updated cost/benefit analysis report completed using the fiscal and economic impact model of Wichita State University's Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City of Wichita	1.40 to 1
City of Wichita Gen Fund	1.32 to 1
City of Wichita Debt Serv	1.59 to 1
Sedgwick County	1.22 to 1
USD 375	1.00 to 1
State of Kansas	17.36 to 1

Legal Considerations: Terms in the bond documents provide the City Council the right to either terminate the exemption at the end of the first five-year period or extend the exemption for a second five-year period based upon performance.

Recommendations/Actions: It is recommended that City Council extend the tax exemption on the IRB-financed property for Ethanol products, LLC for a second five-year term.

Attachments: None

City of Wichita
City Council Meeting
April 5, 2016

TO: Mayor and City Council

SUBJECT: An Ordinance creating a new Chapter 3.55 of the Code of the City of Wichita, Kansas, pertaining to the licensing of Massage Therapy Businesses within the City of Wichita and regulating the conduct of participants therein, and repealing the original of Chapter 3.56. (All Districts)

INITIATED BY: Police Department

AGENDA: New Business

Recommendation: Place the ordinance on first reading.

Background: Since 2013, The Wichita Police Department (WPD) has received complaints of certain local massage businesses engaging in sexual relations for hire. From 2014 through 2015, the WPD doubled investigations and arrests in massage businesses engaged in this illegal activity. These investigations and arrests revealed that women who were being used in illegal massage businesses were often victims of human trafficking. During the follow-up investigations, the operators and owners of these businesses admitted to setting up shop in Kansas because there was no state law regulating massage businesses. Kansas is one of only four states that do not regulate massage businesses/therapists. The Kansas Legislature has been unable to enact such legislation for the past three years. Several cities in Kansas have enacted local ordinances regulating this industry to combat illegal massage businesses that engage in human trafficking and sex for hire in their communities. Currently, Chapter 3.56 of the City Code addresses the regulation of bathhouses and massage salons but the provisions of that ordinance are so dated it has been of little use in regulating these businesses and will be repealed by the proposed ordinance.

Analysis: The proposed ordinance creates Chapter 3.55 of the City Code and will provide useful and current regulation of both massage businesses and massage therapists. This ordinance has been reviewed by an internal committee that included staff from Police, Law, Finance, Fire, Licensing, Zoning and Public Works. Committee members also sought input from local massage therapists and met with these providers several times to refine these regulations. The ordinance proposed in Chapter 3.55 includes the following:

- Qualifications and procedures for obtaining a massage therapy business license;
- Qualifications and procedures for individual massage therapy permits;
- Requirements for licensing existing practitioners; and
- Provisions for suspension, revocation and appeal.

Financial Considerations: Licenses and permits will be issued on a biennial basis through the City Licensing Department with fees of $75 for a Massage Business permit and $200 for a Massage Business license. It is estimated there will be 20 massage business license applications. Based on the fee of $200 each, this would generate an estimated $4,000 every two years. It is also estimated there will be 200 massage therapist permit applications. Based on the fee of $75 each, this would generate an estimated $15,000 every two years. It is estimated the initial set up costs to administer these new licenses and permits will be less than $500. The fees collected will be used to offset staff costs incurred.

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

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

Attachments: Copy of the proposed new ordinance and Massage Ordinance Reference Sheet

OCA #082404 First Published in the Wichita Eagle April 15, 2016

CLEAN 3/09/16

ORDINANCE NO. 50-169

AN ORDINANCE CREATING NEW CHAPTER 3.55 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE LICENSING OF MASSAGE THERAPY BUSINESSES WITHIN THE CITY OF WICHITA AND REGULATING THE CONDUCT OF PARTICIPANTS THEREIN, AND REPEALING THE ORIGINAL OF CHAPTER 3.56.

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

SECTION 1. Section 3.55.010 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Definitions.**

Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purposes of this chapter, have the meaning indicated in this section:

(1) "Accredited institution" means a post-secondary institution that is accredited by one of the Regional Agencies of the Higher Learning Commission or an institution recognized by the Kansas Board of Regents to provide vocational, technical or post-secondary education in the state of Kansas.

(2) "Chief of Police" means the Chief of Police of the city of Wichita or a designated representative.

(3) "City" means the City of Wichita, Kansas.

(4) "Clean" means the absence of soil, dirt, and debris.

(5) "Client" means any person who receives any service of a massage therapy business.

(6) “Council” means the Wichita City Council.

(7) “Crimes involving moral turpitude” includes charges of sale of sexual relations, prostitution, buying sexual relations, patronizing a prostitute, human trafficking, promoting prostitution, aggravated human trafficking, sodomy, soliciting for immoral purposes, public nudity, lewd and lascivious behavior, sexual battery, loitering for the purposes of solicitation, indecent liberties with a child, incest, adultery, bigamy, promoting obscenity, promoting obscenity to minors, displaying material harmful to minors, any crime set forth in Article 55 of Chapter 21 of the Kansas Statutes Annotated, possession, sale or distribution of any illegal drug or controlled substance or any other offenses similar to those listed herein that are contrary to the laws of any city, state or of the United States.

(8) “Disinfect” means to use an EPA-registered product effective against Methicillin Resistant Staphylococcus aureus (MRSA) and Vancomycin Resistant Enterococcus faecalis or faecium (VRE) according to manufacturer’s instructions.

(9) “Employee” means any and all persons employed in any capacity by the operator of a massage therapy business, including independent contractors, who work in, at, or render any services to the patrons of a massage therapy business or who render any service directly related to the operation of a massage therapy business.

(10) “EPA” means the United States Environmental Protection Agency.

(11) “Health Officer” means the Director of Public Works of the City of Wichita or a designated representative.

(12) “Laundered” means using either regular commercial laundering or a noncommercial laundering process in which the towels, robes, bandages, pads or

other articles are washed on a hot water setting with detergent and at least one (1) cup of bleach or an antibacterial agent used in accordance with product label instructions in a clothes washer and dried on a high heat setting in a dryer; or a noncommercial laundering process in which the towels, robes, linens, or other articles are immersed in water with a temperature of at least 140 degrees Fahrenheit for at least 15 minutes during the washing or rinsing operation.

(13) "License" means the license issued by the city to operate a massage therapy business.

(14) "Massage therapist" means any person who administers massage therapy, except as exempted in Section 3.55.020.

(15) "Massage therapist school" means an approved massage therapy education program that meets the criteria established in this Chapter, and any amendments thereto, and is both authorized in the jurisdiction in which it is located and that reflects a curriculum acceptable to an accrediting body recognized by the United States Department of Education. Education received outside of the United States must be substantially equivalent to the criteria of this Chapter and must be recognized by the jurisdiction in which it is located.

(16) "Massage therapy" or "massage" means care and services provided in a system of therapeutic, structured touch, palpation or movement of the skin, muscle, tendons, fascia and the lymphatic system of another person's body in order to enhance or restore the general health and well-being of the recipient. Such a system includes, but is not limited to techniques such as effleurage, commonly called stroking or gliding; petrissage, commonly called kneading; tapotement or

percussion; friction, vibration, compression; stretching within the normal anatomical range of movement; hydrotherapy; or such techniques which may be applied with or without the aid of lubricants, salt or herbal preparations, water, hot and cold application or a massage device that mimics or enhances the actions possible by human hands.

Massage therapy shall not include diagnosis or treatment or use of procedures for which a license to practice medicine or surgery, chiropractic, or podiatry is required, and does not include the laying on of hands performed within the context of religious or spiritual beliefs.

(17) "Massage therapy business" means any business offering or providing massage therapy for consideration except as exempted in Section 3.55.020; and whether at a fixed place of business or at a location designated by the customer or client through outcall massage services. The term "massage therapy business" includes a massage therapist who is the sole owner, operator and employee of a massage therapy business operating as a sole proprietorship.

(18) "Offer" includes any form of communication, by any medium.

(19) "Official transcript" means a document certified by a school on a form approved and prescribed by the United States Department of Education or other regulating authority, indicating the hours and types of coursework, examinations and scores that were completed by the student.

(20) "Operator" means the person to whom a massage therapy business license is issued.

(21) "Outcall massage" means the engaging in or carrying on of massage therapy for compensation in a location other than the business operations address set forth in the massage establishment's massage therapy business license.

(22) "Permit" means the permit issued by the City to a massage therapist.

(23) "Person" means any individual, corporation, partnership, association, firm, joint venture, company or other state franchised business entity such as a professional association, limited liability company, limited liability partnership or other organization of any kind.

(24) "Sole proprietorship" means and includes any legal form of business organization where the business owner (sometimes referred to as the "sole proprietor") is the only person employed by that business to provide massage services."

SECTION 2. Section 3.55.020 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Exceptions.**

The provisions of this chapter shall not apply to the following:

(1) Persons holding an unrevoked license or certificate to practice any of the healing arts under the laws of the state of Kansas; persons licensed under the laws of this state to practice any of the following: podiatry, as a physical therapist, as a professional nurse or as a practical nurse while such persons are engaged in their licensed practice; and all persons working under the supervision and control of such licensed persons while engaged in their licensed practice;

(2) any medical care facility as defined and licensed under the laws of this state applicable to such medical care facility or persons employed thereby, while engaged in their usual duties for such medical care facility;

(3) any adult care home as defined and licensed under the laws of this state applicable to such adult care home or persons employed thereby, while engaged in their usual duties for such adult care home;

(4) any person engaged in barbering or in the practice of cosmetology or apprentice while carrying out their particular profession or business and holding a valid, unrevoked license or certificate of registration issued under the laws of this state applicable to such barbering or cosmetology practice;

(5) employees of schools supported primarily by taxation, of schools exempt from payment of property taxes, and of "proprietary schools," approved by the Kansas Board of Regents while engaged in their usual duties for the school;

(6) any person providing massage therapy to a person related to them by blood or marriage when there is no charge for such massage therapy;

(7) massage therapy students enrolled in a proprietary school approved by the Kansas Board of Regents while under the direct supervision of a licensed massage therapist; or

(8) A trainer of any duly constituted athletic team while in the normal course of his or her duties."

SECTION 3. Section 3.55.030 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"License required.**

It is unlawful for any person to operate a massage therapy business without a valid license as required by this chapter."

SECTION 4. Section 3.55.040 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Application for license.**

(a) Any person desiring to obtain a license to operate a massage therapy business shall make written application to the City Treasurer's office.

(b) The application shall be verified and accompanied by the license fee.

(c) All applicants shall provide the following information under oath:

(1) The full true name and any other aliases used by the applicant;

(2) If the applicant is an individual, the name, date of birth, race, sex, address, telephone number and email address of the proposed licensee;

(3) The name, address and telephone number of the business and type of business organization (individual, partnership, corporation or limited liability company). If the business is a partnership, corporation or limited liability company, the same information required of an individual applicant in Subsections (2), (8), (9) and (10) is required of all partners, officers, directors, managers, members or persons owning more than 5% of the common or preferred stock of the business;

(4) The proposed address and name or names of the premises upon which the massage therapy business for which a license is sought will be located and any name under which the applicant plans to conduct business ("dba" name);

(5) The hours that the massage therapy business service will be open to the public, including such times that the door or doors providing entry to the massage therapy business may be locked as allowed in Subsection 3.55.170(e) and amendments thereto;

(6) The name of the owner of the premises upon which the message therapy business is to be located;

(7) A Certificate of Good Standing from Kansas, or other state of incorporation or registration, if the applicant is a corporation, partnership or limited liability company;

(8) A statement that the applicant or any partner, officer, director, manager, member or person owning more than 5% of the common or preferred stock of the business has not within five (5) years preceding the date of application been convicted of, or on diversion or deferred judgment for any felony or any crime of moral turpitude as defined in Subsection 3.55.010(7);

(9) A statement that the applicant or any partner, officer, director, manager, member or person owning more than 5% of the common or preferred stock of the business is currently under indictment, charge or information for any felony or any crime of moral turpitude as defined in Subsection 3.55.010(7);

(10) A statement as to whether the applicant or any partner, officer, director, manager, member or person owning more than 5% of the common or preferred stock of the business is a registered sex offender;

(11) Information as to whether such individual or business has ever been refused any similar license or permit, or has had any similar license or permit issued to such individual or business in Wichita or elsewhere revoked or suspended, and the reason thereof; and

(12) A statement by the applicant that he or she is familiar with the provisions of this chapter and is complying and will comply with them."

SECTION 5. Section 3.55.050 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Standards for issuance of license.**

(a) To receive a license to operate a massage therapy business, all applicants must meet the following standards:

(1) The required fees must be paid;

(2) The application must be complete and provide all information required by Section 3.55.040;

(3) The applicant must not have knowingly made a false or misleading statement of a material fact in the application;

(4) The applicant must be at least eighteen years of age;

(5) The applicant must not, within five years immediately preceding the date of the filing of the application, have been convicted in any jurisdiction of a felony or crime involving moral turpitude as defined in this chapter. For the purposes of this section the term "conviction" shall include being placed on diversion, entering into a deferred judgment program, or being adjudged guilty upon entering a plea of no contest;

(6) The applicant must not be currently under indictment, charge or information for any felony or any crime of moral turpitude as defined in Subsection 3.55.010(7);

(7) The applicant must not be a registered sex offender with any federal, state or local government;

(8) The applicant must not have had a similar type of license in any jurisdiction previously suspended or revoked for good cause within five years immediately preceding the date of the filing of the application; and

(9) The operation of the business as proposed, if permitted, must comply with all applicable building, fire, health and zoning laws, including compliance with Article IV.E of the Wichita-Sedgwick County Unified Zoning Code when located in a residence. Additionally, any business operating out of a residence shall obtain a Home Occupation License as required by Chapter 3.96 of the City Code.

(b) If the applicant is a partnership, corporation, limited liability company or other type of organization where two or more persons have a financial interest the following standards must be met:

(1) All persons having financial interest in the partnership, corporation or other type of organization shall be at least eighteen years of age. Financial interest in a corporation includes any officer or director of the corporation and any stockholder holding more than five percent (5%) of the stock of a corporation;

(2) No person having a financial interest in the partnership, corporation, limited liability company or any other type of organization shall, in any jurisdiction, have been convicted of, pled no contest to, or participated in a diversion or deferred judgment program, after having been charged with a felony or any crime involving moral turpitude as defined in Section

3.55.010(7) within the immediate five years preceding the date of the application;

(3) No person having a financial interest in the partnership, corporation, limited liability company or any other type of organization shall be currently under indictment, charge or information for any felony or any crime of moral turpitude as defined in Subsection 3.55.010(7); and

(4) No person having a financial interest in the partnership, corporation, limited liability company or any other type of organization shall be a registered sex offender with any federal, state or local government."

SECTION 6. Section 3.55.060 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Permit required, exception.**

It is unlawful for any individual person to practice massage therapy without a valid massage therapist permit as required by this chapter. Provided, however, permits are not required for students enrolled in a massage therapy program at an accredited institution during the time such student is completing a clinical requirement for graduation and is practicing massage therapy while under the direct supervision of a massage therapist who holds a valid permit under this chapter. Direct supervision requires the presence of the massage therapist holding a permit under this chapter to be on the same premises as the student providing massage therapy services."

SECTION 7. Section 3.55.070 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Application for permit.**

(a) Any person desiring to secure a permit to practice massage therapy shall make written application to the City Treasurer on a form provided for that purpose. The

application shall be accompanied by the required licensee fee and shall provide the following information:

(1) The applicant's full name, address, date of birth, any other used aliases, gender, present and previous employment for the past five years and current phone number and current email address, if available;

(2) The applicant's city, state and country of residence for the five years immediately preceding the date of the application;

(3) A statement that the applicant is a citizen or lawful resident of the United States and is not less than eighteen years of age;

(4) A statement that the applicant has not been convicted of a felony or any crime involving moral turpitude as defined in Section 3.55.010(7) within five years immediately preceding the date of the application. For the purposes of this section the term "conviction" shall include being placed on diversion, entering into a deferred judgment program, or being adjudged guilty upon entering a plea of no contest;

(5) A statement that the applicant is not currently under indictment, charge or information for any felony or any crime of moral turpitude as defined in Subsection 3.55.010(7);

(6) A statement that the applicant is not a registered sex offender with any federal, state or local government;

(7) Proof of any education, training and experience the applicant may have had qualifying applicant to administer the service of a massage therapist as

required by Section 3.55.080(5) or, if applicable, Section 3.55.085(2) of this Code;

(8) Information as to any prior permit or license allowing the practice of massage therapy issued to the applicant within the past five years. Specifically, the applicant shall provide information as to the type of license, the issuing agency or jurisdiction, the address and phone number of the issuing agency or jurisdiction, the time period covered by the prior license and whether any such license issued to applicant in any jurisdiction was ever revoked or suspended and the reason or reasons for such revocation or suspension; and

(9) Information as to whether applicant has ever been refused or denied any permit or license allowing the practice of massage therapy within the past five years and the specific date of such refusal or denial, the jurisdiction where such refusal or denial occurred, the address and phone number of the agency denying or refusing such license or permit and reason for such refusal or denial."

SECTION 8. Section 3.55.080 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Standards for issuance of permit.**

To receive a permit to provide services as a massage therapist an applicant must meet the following standards:

(1) The applicant must be at least eighteen years of age and a lawful citizen or resident of the United States.

(2) The applicant must not have been convicted or released from imprisonment after conviction of a felony or any crime involving moral turpitude within five years immediately preceding the date of application. For the purposes of this section the term “conviction” shall include being placed on diversion, entering into a deferred judgment program, or being adjudged guilty upon entering a plea of no contest.

(3) The applicant must not be currently under indictment, charge or information for any felony or any crime of moral turpitude as defined in Subsection 3.55.010(7);

(4) The applicant must not be a registered sex offender with any federal, state or local government.

(5) The applicant must provide one of the following:

(a) Proof the applicant has sat for and passed the Massage and Bodywork Licensure exam (MBLEx); or

(b) Proof the applicant has sat for and passed the National Certificate of Therapeutic Massage and Bodywork exam (NCTMB) prior to February 1, 2015; or

(c) An official transcript showing the applicant has successfully completed a minimum of five hundred (500) instructor taught classroom hours within a recognized massage therapist school; or

(d) Proof of one hundred fifty (150) hours of education from an accredited institution, at least twelve (12) hours of continuing education units in the last five (5) years, and membership in a nationally recognized massage therapy association.

(6) The applicant must not have had a similar type of permit or license suspended or revoked in any jurisdiction within five years immediately preceding the date of the filing of the application."

SECTION 9. Section 3.55.085 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: "**Licensing of Existing Massage Practitioners.**

For a period of one (1) year after the effective date of this Chapter, an applicant may obtain a renewable permit to provide services as a massage therapist by meeting the following standards:

(1) The applicant must meet the requirements contained in Subsection (1), (2), (3), (4) and (6) of Section 3.55.080, and amendments thereto; and

(2) The applicant meets one of the following requirements:

(a) The applicant has completed a minimum of five hundred (500) hours of instruction relating to massage therapy at a massage school or comparable legal authority in another state verified by affidavit; or

(b) The applicant has completed at least three hundred (300) hours of training in massage therapy during the past three (3) years; or

(c) The applicant has practiced for at least ten (10) hours per week for five (5) years verified by affidavit and at least one additional form of documentation including, but not limited to tax returns, gross tax receipts, business advertising literature or monthly client receipts; or

(d) The applicant has successfully passed a nationally recognized certification examination provided by the National Certification Board for Therapeutic Massage and Bodywork."

SECTION 10. Section 3.55.090 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Fees.**

(a) For every massage therapy business there shall be a two (2) year license fee of two hundred ($200). This fee shall accompany all initial and renewal license applications and no license shall be issued until the fee is paid in full.

(b) For every massage therapist permit there shall be a two (2) year permit fee of seventy-five dollars ($75). This fee shall accompany all initial and renewal applications for a permit and no permit shall be issued until the fee is paid in full.

(c) There shall be a fee of five dollars ($5.00) for replacement of the identification card required in Section 3.55.110.

(d) All fees set forth in this section are non-refundable and no fees shall be pro-rated."

SECTION 11. Section 3.55.100 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Display of license – massage therapy business.**

The license issued pursuant to the requirements of this chapter shall be displayed in a conspicuous public place within the premises licensed as a massage therapy business. Failure to display such license shall be deemed a violation of this chapter and punishable as set forth in Section 3.55.220."

SECTION 12. Section 3.55.110 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: "**Display of permits and identification cards – massage therapist.**

All massage therapists holding a permit under the provisions of this chapter shall, at all times when working in a massage therapy business or providing any service regulated by this chapter, have in their possession a valid identification card issued by the City and bearing the

massage therapist's permit number and photograph. Such identification card shall be laminated to prevent alteration. All persons granted permits under this chapter shall at all times keep their permits available for inspection upon request by any law enforcement officer, Health Officer, or designated representative thereof. It is unlawful for any permit holder to engage in any activity within the purview of this chapter without having such permit in his or her possession and failure to do so shall be punishable as set forth in Section 3.55.220."

SECTION 13. Section 3.55.120 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Duration of license or permit, renewal thereof.**

A license to operate a massage therapy business and a permit to perform services as a massage therapist issued pursuant to the provisions of this chapter are both valid for a term of two years. Such license and permits must be renewed to continue operation of a massage therapy business or before performing services as a massage therapist in the following year. Application for renewal must be made not later than thirty days prior to the date of expiration of the license."

SECTION 14. Section 3.55.130 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Suspension or revocation of license or permit, notice.**

(a) A license or permit issued pursuant to this chapter may be suspended for up to thirty (30) days by the Health Officer or the Chief of Police. Any suspension shall be upon five (5) days' written notice of the permit holder or licensee, or if the licensee is a corporation or other business entity, any of its officers, directors, partners, associates, managers, persons owning more than five percent of a corporation's stock or any employee thereof has:

(1) failed to provide complete information as requested on any application or if any data is not updated as required by this chapter; or

(2) failed to pay the license fee; or

(3) violated any provision of this chapter or any other ordinance, rule or regulation by the City Council of the City of Wichita which is not specified in subsection (b) below as grounds for revocation of a license or permit; or

(4) has aided or abetted the commission of, or knowingly allowed or encouraged any act which is a violation of this chapter which is not specified in subsection (b) below as grounds for revocation of a license or permit; or

(5) A license or permit issued under this chapter may be suspended if the premises are in violation of the sanitary requirements set forth in Section 3.55.150 of this chapter, or are in violation of the health, fire, zoning or building codes of the City of Wichita, or the State of Kansas.

(b) A license or permit issued pursuant to this chapter may be revoked by the Health Officer or the Chief of Police. Any revocation shall be upon five (5) days' written notice of the licensee or permit holder, or if the licensee is a corporation or other business entity, any of its officers, directors, partners, associates, managers, persons owning more than five percent of a corporation's stock or any employee thereof:

(1) has knowingly made any false statement or given any false information in connection with an application for a permit or license or a renewal of a permit or license; or

(2) has been convicted of, or is under indictment, charge or information for any felony or any crime of moral turpitude as defined in Subsection 3.55.010(7) or any act which would be grounds for denial of an application for a permit or license, or otherwise becomes ineligible for a license or permit; or

(3) has failed to allow the entry upon and inspection of the premises as required by Section 3.55.160 of this chapter; or

(4) A license or permit issued under this chapter may be revoked upon the commission by the licensee or permit holder of four or more offenses as set forth in subsection (a) above within a two (2) year period. For the purposes of this provision, it is irrelevant whether an offense occurred before or after suspension for a previous offense or whether the offense or offenses occurred on or upon the same licensed premises.

(c) For the purposes of this section, 'conviction' shall include being placed on diversion or deferred judgment or being adjudged guilty upon entering a plea of no contest, and the filing of charges or a conviction in a court of law is not required to establish that a licensee or permit holder has violated any provision of this chapter or any other ordinance, rule or regulation by the City Council of the City of Wichita. A certified copy of conviction from any local or state court is prima facie evidence of a violation.

(d) For the purposes of subsections (a) and (b) of this section, the Health Officer or the Chief of Police shall provide written notice of the intent to revoke, suspend or deny a massage therapy business license or a massage therapist permit by personal service or by certified mail, return receipt requested. The notice shall be sent to the mailing address of the licensee on file with the City Treasurer. The notice shall provide the effective date of the revocation or suspension of the license or permit. Such notice shall detail the reasons or basis for the suspension or revocation of the license or permit and shall specify the rights of the licensee to appeal any such revocation or suspension."

SECTION 15. Section 3.55.140 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Appeal Procedure.**

(a) Any applicant, licensee or permit holder aggrieved by the denial, suspension or revocation of a massage therapy business license or a massage therapist permit may file with the City Clerk a written notice of appeal to the City Council within ten (10) business days of the decision by the Health Officer or Chief of Police or his or her designee. The Notice of Appeal shall specify:

(1) the name and address of the appellant;

(2) the date of application;

(3) the date of the denial, suspension or revocation of the license, permit or application; and

(4) the factual basis for the appeal.

(b) Upon receipt of a complete and timely filed Notice of Appeal, the City Clerk shall schedule a hearing before the City Council, no later than thirty (30) days from the date of the filing of the Notice of Appeal with the City Clerk. Any appeal shall stay the suspension or revocation of the license or permit until the matter is heard by the City Council.

(c) The City Council may approve the denial, suspension or revocation, overrule the denial, suspension, or revocation or modify the decision of the Health Officer or the Chief of Police.

(d) In any hearing before the City Council pursuant to this section, a certified copy of a conviction from any local, state, or federal court for any violation, is prima facie evidence of such violation.

(e) The City Council's decision may be appealed to the Eighteenth Judicial District Court of the State of Kansas pursuant to K.S.A. 60-2101 and any amendments thereto. Any such appeal to the District Court shall not stay the denial, suspension or revocation of the license, or any modification imposed thereupon by the City Council."

SECTION 16. Section 3.55.150 of the Code of the City of Wichita, Kansas is hereby created to read as follows: **"Sanitary requirements.**

All massage therapy business facilities and equipment must comply strictly with the following sanitary conditions:

(a) All surfaces of floors, walls, and ceilings and all equipment used in massage therapy must be capable of being cleaned easily.

(b) All surfaces subject to dermal contact used in the treatment of clients must be completely cleaned and disinfected after every use or covered with a fresh, sanitary, disposable liner or cover or with a cloth sheet or cover that has not been previously used for a different client since laundering.

(c) Towels, robes, bandages, pads, paper, or other articles that come into contact with any part of the client's body must be laundered, cleaned and disinfected, or disposed of after each use and before being used by a different client.

(d) Covers, liners, or sheets designated in subsection (c) of this section must be stored prior to use in a sanitary dustproof environment.

(e) Lavatory and toilet facilities must be provided, along with adequate and convenient hand-washing facilities, including hot and cold running water, soap and towels, which are accessible to employees.

(f) Wet and dry heat rooms, shower compartments, and toilet rooms shall be thoroughly cleaned and disinfected each day the business is in operation. Bathtubs shall be thoroughly cleaned and disinfected after each use."

SECTION 17. Section 3.55.160 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Inspection of premises; immediate right of entry.**

The premises of a massage therapy business shall be open to inspection by any Health, Fire, Zoning, and License and Building code enforcement personnel of the City of Wichita, as well as Wichita Police Officers or personnel from other law enforcement agencies during any hours in which any person is present thereon. Such inspections shall be for the purposes of determining compliance with the provisions of this chapter. Failure by any person to allow any code enforcement inspector or law enforcement official immediate access to the premises or to

hinder such inspector or officer in any manner shall be grounds for revocation or suspension of any massage therapy business license and/or employee permit."

SECTION 18. Section 3.55.170 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Operating requirements - massage therapy business.**

(a) Written receipts to clients available. A massage therapy business shall make available upon request by a patron a written receipt of payment for massage therapy services. The receipt shall clearly state the type of services performed and the total amount of money such services cost the client.

(b) Employee registers required. The owner, operator, supervising employee or anyone in control of a massage therapy business shall maintain ~~a~~ daily register/time sheet for all employees of the massage therapy business on a form approved by the Chief of Police and shall contain the identifying information for all employees, including the name, address, birth date, gender and duties of each employee, the hours of employment on a daily basis of each employee, and such other information as may be required by the Health Officer or Chief of Police. The daily register required in this subsection shall be kept on file upon the same premises as the licensed business for a period of one year, and shall be kept for all persons deemed "employees" as that term is defined in Section 3.55.010(9) and amendments thereto.

(c) The owner, operator, supervising employee or anyone in control of a massage therapy business shall maintain a copy of the massage therapist permit for all employees who are required to be licensed by this chapter.

(d) Hours of operation. A licensed massage therapy business shall be closed and operations shall cease between the hours of 12:00 midnight and 6:00 a.m. each day.

(e) The door or doors providing entry to a massage therapy business by the public shall remain unlocked during business hours when the establishment is open for business or when clients are present. Provided, however, if a massage therapy business is operating as a sole proprietorship and does not have staff available to assure security and safety for clients and massage staff behind closed doors, the door or doors providing entry area to the massage therapy business may be locked during business hours.

(f) Conduct of premises. All licensees licensed under the provisions of this chapter shall at all times be responsible for the conduct of all employees, independent contractor massage therapists and the employees of an independent contractor massage therapist while on the licensed premises and for any act or omission constituting a violation of the provisions of this chapter. Any violation of city, state or federal laws committed on the licensed premises by such licensee, employee, independent contractor massage therapist or the employee of an independent contractor massage therapist affecting the eligibility or suitability of such person to hold a license may be grounds for suspension or revocation of the same.

(g) Supervision of licensed premises. A licensee shall have the premises supervised at all times when open for business. The licensee, the licensee's resident agent if a corporation, or a person employed and permitted as a massage therapist shall be

personally upon the premises and supervising the business at all such times and shall not violate or permit others to violate any applicable provision of this chapter. The violation of any such provision by any agent or employee of the licensee shall constitute a violation by the licensee.

SECTION 19. Section 3.55.180 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Prohibited acts.**

It shall be unlawful and punishable as set forth in Section 3.55.220 for any operator, agent or employee of an operator, massage therapist, independent contractor massage therapist, or employee of an independent contractor massage therapist to commit any of the following acts:

(a) permit to be performed, offer to perform or perform with any client any sexual act prohibited by state statute or city ordinance; including sale of sexual relations; or

(b) permit to be performed, offer to perform or perform with any client an act of sexual intercourse, oral-genital contact, anal copulation, the touching of the sexual organs, pubic region, female breast of a person, or manual or other contact stimulation of the genitalia for the purpose of arousing or gratifying the sexual desires of the operator, agent, employee, massage therapist or client; or

(c) expose while administering massage therapy for compensation the human male or female genitals, anus, anal cleft or cleavage; the female breast below a horizontal line across the top of the areola at its highest point, which includes the entire lower portion of the human female breast, but does not include any portion of the cleavage of the human female breast exhibited by a dress, blouse, shirt, leotard, bathing suit or other wearing apparel, provided the areola is not exposed in whole or in part; or covered male genitals in a discernibly turgid state; or

(d) while in the presence of any person, or while administering or receiving massage therapy fail to cover with a fully opaque covering the human male or female genitals, anus, anal cleft or cleavage; the female breast below a horizontal line across the top of the areola at its highest point, which includes the entire lower portion of the human female breast, but does not include any portion of the cleavage of the human female breast exhibited by a dress, blouse, shirt, leotard, bathing suit or other wearing apparel, provided the areola is not exposed in whole or in part; or

(e) for any person who owns, rents, leases, operates or manages a massage business to cause, allow, or permit in or about said massage business, any person to engage in the acts prohibited in this section."

SECTION 20. Section 3.55.190 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Persons under age 18 prohibited services.**

No licensee or permit holder shall perform or permit any massage therapy to be provided to a person under the age of 18 years, provided a person under the age of 18 years may utilize or receive massage therapy from a massage therapist if accompanied by a parent or legal guardian and a parent or legal guardian has authorized such therapy in writing."

SECTION 21. Section 3.55.200 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Transfer of license or permit.**

No massage therapy business license or massage therapist permit is transferable or assignable and such authority as a license or permit confers shall be conferred only on the licensee or permit holder and the location named therein. Additionally, if a massage therapy business or the business entity that holds the license of such a business changes either the name

of the business entity or the name under which the entity is doing business ("dba" name), the existing license shall not transfer and a new license shall be required to continue to conduct a massage therapy business."

SECTION 22. Section 3.55.210 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Applicability to existing businesses and providers of massage therapy.**

(a) The provisions of this chapter shall be applicable to all existing massage therapy establishments or businesses currently participating in the activities described and regulated by this chapter, regardless of when established. All existing massage therapy businesses at the time of the passage of the ordinance codified in this chapter must submit an application for a license within 120 days of the effective date thereof.

(b) The provisions of this chapter shall also apply to all persons who are currently engaged in the provision of massage therapy or are participating in the provision of activities described and regulated by this chapter. Such persons must submit an application for a massage therapist permit within 120 days of the effective date of the ordinance codified in this chapter."

SECTION 23. Section 3.55.220 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: "**Penalties.**

Any person who violates any of the provisions of this chapter within the corporate limits of the city shall be deemed guilty of a misdemeanor and upon conviction hereof shall be punished by a fine of not more than two thousand five hundred dollars ($2,500) or by imprisonment for not more than one (1) year or by both such fine and imprisonment,

however, upon a conviction of an offense related to the conduct of a massage business, the court shall impose a mandatory minimum fine of no less than two hundred fifty dollars ($250). Upon a conviction of an offense relating to the conduct of an individual massage therapist, the court shall impose a mandatory minimum fine of no less than one hundred dollars ($100)."

SECTION 24. Section 3.55.230 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Invalidity of part.**

Should the court declare any section, clause or provision of this chapter to be unconstitutional such decision shall affect only such section, clause or provision so declared unconstitutional and shall not affect any other section, clause or provision of this chapter."

SECTION 25. Section 3.55.240 of the Code of the City of Wichita, Kansas, is hereby created to read as follows: **"Injunctive relief or civil remedies.**

In addition to any other legal remedy provided in this ordinance, the operation of a massage therapy business without a license or the violation of this chapter is deemed a public nuisance and may be enjoined by the City."

SECTION 26. The original of Chapter 3.56 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 27. 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 12th day of April, 2016.

_____
Jeff Longwell, Mayor

Attest:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña, City Attorney and
Director of Law

Massage Ordinance (3.55)
Reference Sheet

Costs of License/Permit and Renewal Period

Business License	Fee: $200.00	Two (2) Year Renewal
Therapist Permit	Fee: $75.00	Two (2) Year Renewal

Business License Requirements

- Requires all Fees Paid
- Requires Name of Owner, Business Type, Location, Business Name
- Minimum of 18 Years of Age
- 5 Years Proceeding, No Convictions under Felony/Moral Turpitude
- Not current under Indictment Felony/Moral Turpitude
- Not a Registered Sex Offender
- No Suspension/Revocation of Similar License Other Jurisdictions
- Must Comply Building, Fire, Health and Zoning Laws.
- All Financial Interest Persons Must Meet Same Criteria

Therapists Permit Requirements

- Minimum of 18 Years of Age
- Lawful Citizen/U.S. Resident
- 5 Years Proceeding, No Convictions under Felony/Moral Turpitude
- Not currently under Indictment Felony/Moral Turpitude
- Not a Registered Sex Offender
- No Susp./Rev. Similar License Other Jurisdiction
- Must meet one (1) of four (4) Training Standards
    - Satisfactorily Passed Massage and Bodywork Licensure Exam
    - Satisfactorily Passed National Certificate Therapeutic Massage and Bodywork Exam
    - Official Transcript Completing 500 Instructor Hours
    - Proof 150 Hours Education Accredited Institution, 12 Hours Cont. Education Previous 5 years and Membership Nationally Recognized Massage Therapy Association

Licensing Existing Therapists (Grandfather Clause)

Must meet one (1) of the following:

- 500 Hours Instruction Relating to Massage Therapy, School or Comparable Legal Authority Other State (Verified by Affidavit)
- 300 Hours Training In Massage Therapy Previous 3 Years
- Practiced Min. 10 Hours Per Week Previous 5 Years (Verified by Affidavit and 1 Additional Documentation)
- Successfully Passed the Nationally Recognized Cert. Examination Provided by Nation Certification Board for Therapeutic Massage and Bodywork

Massage therapy shall NOT include diagnosis or treatment or use of procedures for which a license to practice medicine or surgery, chiropractic, or podiatry is required, and *does not include the laying on of hands performed within the context of religious or spiritual beliefs.* (Page 4 Definitions)

Grandfather/Documents Allowed for Existing Practitioners

- Tax returns
- Gross Tax Receipts
- Business advertising Literature
- Monthly Client Receipts.

Suspension/Revocation

- Failed Complete Information on Application
- Failed to Pay License Fee
- Fail Comply Applicable Building, Fire, Health, Zoning Laws
- Knowingly Falsified Information on Application/Renewal
- Conviction Or Indictment under Felony/Moral Turpitude
- Refused Entry For Inspection of Premises
- Violation of four (4) or more Offenses within 2 Year Period

Appeal Procedure

- 10 Days Written Notice of Appeal to City Council
- City Clerk Schedules Hearing Before City Council, No later 30 Days
- City Council May Approve the Denial, Suspension/Revocation, Overrule or Modify

- City Council's decision may be appealed to 18th Judicial District Court

Number of Industry Representatives Contacted

- Approximately 60-70 therapists
- 50 Therapists represented at Massage Envy by Cassie Leach, Trisha Griggs, Desiree Palmer.

List of Industry Personnel Attending Meetings or contacted and represented by e-mail

- Alicia Dale
- Barbara Koester (Vice-President of Kansas Association of Therapeutic Massage & Bodyworkers)
- Brock Ingmire (Government Relations Specialist Federation of State Massage Therapy Boards)
- Cassie Leach
- Debbie McCurdy
- Desiree Palmer
- Janet Inlow
- Janna Akins
- Jennifer Gillispie
- Kimberly Moore
- Kris Ann Smith
- Marla Hieger
- Sally Hacking
- Sharon Miklos
- Trisha Griggs
- Zella Newberry

Jurisdictions in Kansas with either license/permit requirements regulating Massage Businesses or Therapists

- Topeka
- Unified Government of Wyandotte Co.
- Kansas City, Ks
- Junction City
- Salina
- Saline Co.
- Lawrence

- Olathe (new ordinance in November 2015)
- Lenexa (ordinance enacted in November 2014)
- Overland Park
- Garden City

Contacting Surrounding Agencies

- Valley Center (new ordinance in December 2015)
- Augusta (no strip clubs or massage parlors)
- Andover (watching Wichita's process)
- Goddard (zoning too restrictive for any such businesses)
- Park City (currently has an ordinance)

Wichita Police Department Contact

Hassan Ramzah
Deputy Chief
Investigations Division
Wichita Police Department
316-268-4407
hramzah@wichita.gov

Kevin Mears
Captain
Special Investigations Bureau
Wichita Police Department
316-268-4269
kmears@wichita.gov

City of Wichita
City Council Meeting
April 5, 2016

TO: Mayor and City Council

SUBJECT: Adoption of the 2012 International Building Code (All Districts)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: New Business

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

Background: The Metropolitan Area Building and Construction Department (MABCD) enforces several sets of standardized codes within the Wichita/Sedgwick County jurisdiction. The codes followed generally emanate from the International Code Council (ICC), which are viewed as best practice building and trade codes at a national level. ICC generates code updates on a three-year cycle. Currently, the Wichita/Sedgwick County jurisdiction adheres to the 2006 International Building Code (IBC) along with local amendments under the Unified Building and Trade Code (UBTC), which apply specifically to this jurisdiction. MABCD and local design professionals and builders have worked together reviewing the 2012 IBC and are now ready for adoption of this code to replace the 2006 version.

Analysis: Government jurisdictions adopt new building codes for several reasons. First, the building and construction industry is constantly evolving in regards to the use of new materials and changing methods of construction which enhance public safety and improve building standards. Second, international code allows building professionals and developers to cross jurisdiction lines without having to obtain or learn new codes. Finally, building professionals all require some level of certification, testing, and continuing education. Training and certification study is based on the newest code cycle – in this case the 2012 IBC, which commercial builders and trade groups follow.

Overall, most changes between the 2006 and 2012 do not represent significant differences but provide clarity for previous code requirements. Of significance are the following:

- Addition of carbon monoxide detectors to commercial buildings
- Addition of a second fire service elevator to buildings over 120 feet high
- Increasing natural ventilation for parking garages which have openings below grade
- Buildings with pump and riser rooms will have to build these rooms large enough to allow for inspection by fire officials without obstruction
- Boarding houses, motels, and hotels will have to include additional emergency evacuation signage along floor board areas
- Removes requirement for drinking fountains in certain instances

Staff meetings with building professionals processed through these change items and agreement was reached concerning adoption. In some cases, historical amendments were carried through along with the new code through mutual agreement. It is this group of amendments which are highlighted in the proposed ordinance.

Additionally, it is important that local jurisdictions have the ability to adopt local amendments which make sense for the Wichita/Sedgwick County jurisdiction and allow input from the local building professionals who work in this area. The MABCD has worked with design professionals, builders, and the Board of Code Standards and Appeals for the past 18 months to review significant changes to the 2012 code when compared to the 2006 version and has developed a list of amendments specific to this jurisdiction which will be included in the UBTC after adoption. Of the amendments, there were two items which were controversial in discussions with the building community:

- Sections 27 and 35, which are areas dealing with fire protection required for aircraft hangars and other large storage buildings. The new code calls for fire sprinklers to be installed on buildings 12,000 square feet and larger. Through discussion and compromise with the Wichita Fire Department and local builders, the MABCD jurisdiction will allow these buildings to reach 18,000 square feet before requiring a sprinkler system.

- Section 32 pertains to sites categorized as "assembly" such as restaurants, clubs and other venues where people gather. The new code calls for sprinkler systems when the site's fire area exceeds 5,000 square feet and the occupant load exceeds 100 people. Again, through discussion and compromise between developers and Wichita Fire officials, the MABCD jurisdiction will allow occupancy levels of this type of building to stay at an occupancy of 300 if an extra exit or fire alarm system is added to the building.

Financial Considerations: There is no financial impact.

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

Recommendations/Actions: It is recommended that the City Council place on first reading the ordinance amending Article 2 of the Unified Building and Trade Code (UBTC) with the adoption of the 2012 Edition of the International Building Code and authorize the necessary signatures.

Attachments: Clean and delineated ordinances plus attachments A and B.

First Published in The Wichita Eagle on April 15, 2016

CLEAN DATE

ORDINANCE NO.50-170

AN ORDINANCE ADOPTING THE INTERNATIONAL BUILDING CODE, PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., 2012 EDITION, AND AMENDING, ADDING AND DELETING VARIOUS SECTIONS OF ARTICLE 2 OF THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

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

Section 2.2.010 of the Wichita/Sedgwick County Unified Building and Trade Code, is hereby amended to read as follows:

SECTION 1.

Sec. 2.2.010. - Adoption of the International Building Code *is amended to read as follows:*

The International Building Code, as published by the International Codes Council, Inc., 2012 Edition, is hereby adopted and incorporated herein by reference, subject to such amendments thereto as are set forth hereinafter.

SECTION 2.

Sec. 2.2.020. - Section 101.4.1 amended *is amended to read as follows:*

Section 101.4.1 of the International Building Code, is amended to read as follows:

101.4.1 Electrical & Gas. The provisions of Article 4 of the Unified Building and Trade Code shall apply to the installation of electrical systems, including alternations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto. The provisions of Article 3 of the Unified Building and Trade Code shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories. These requirements apply to gas piping systems extending from point of

delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

SECTION 3.

Sec. 2.2.030. – Section 101.4.2 amended (formerly) *is deleted.*

SECTION 4.

Sec. 2.2.040. – Section 101.4.2 amended *is amended to read as follows:*

Section 101.4.2 of the International Building Code, is amended to read as follows:

101.4.2 Mechanical. The provisions of Article 5 of the Unified Building and Trade Code shall apply to the installation, alterations, repairs, and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilation, heating, cooling, air conditioning and refrigeration systems, incinerators, and other energy-related systems.

SECTION 5.

Sec. 2.2.050. - Section 101.4.3 amended *is amended to read as follows:*

Section 101.4.3 of the International Building Code, is amended to read as follows:

101.4.3 Plumbing. The provisions of Article 3 of the Unified Building and Trade Code shall apply to the installation, alterations, repairs and replacement of plumbing systems, including equipment, appliances, fixtures and appurtenances, and where connected to water or sewage system and all aspects of a medical gas system.

SECTION 6.

Sec. 2.2.060. - Section 101.4.4 amended *is amended to read as follows***:**

Section 101.4.4 of the International Building Code, is amended to read as follows:

This Section applies only within the city limits of the City of Wichita.

Section 101.4.4 of the International Building Code, is amended to read as follows:

101.4.4. Property maintenance. The provisions of Sections 18.40 and Section 20.04 of the Code of the City of Wichita shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety, hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

In the Unincorporated areas of Sedgwick County, Section 101.4 of the International Building Code is deleted.

SECTION 7.

Sec. 2.2.070. - Section 101.4.5 amended *is amended to read as follows:*

Section 101.4.5 of the International Building Code, is amended to read as follows:

101.4.5 Fire prevention. The provisions of Title 15 of the City Code of the City of Wichita or Section 12 of Code of Sedgwick County shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from storage, handling or use of structures, materials, or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

SECTION 8.

Sec. 2.2.080. – Section 101.4.7 deleted (formerly) *is amended to read as follows:*

Sec. 2.2.080. –Section 101.4.6 deleted.

Section 101.4.6 of the International Building Code, is deleted.

SECTION 9.

Sec. 2.2.100. - Section 105.1 amended *is amended to read as follows:*

Section 105.1 of the International Building Code, is amended to read as follows:

105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or outdoor paved area, of which is regulated by this Code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

SECTION 10.

Sec. 2.2.130. - Section 105.2 amended *is amended to read as follows:*

Section 105.2 of the International Building Code, is amended to read as follows:

105.2 Work exempt from permit. Exemptions from permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in

violation of the provisions of this Code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. (a). One-story accessory structures classified as Group S or U occupancies provided the floor area does not exceed 200 square feet (18m^2), and a location permit is obtained from MABCD prior to installation. (City of Wichita only). In Sedgwick County jurisdiction no location permit is required and the floor area cannot exceed 400 square feet at which point a building permit would be required as long as site location is not located in a designated flood plain area.

   All detached accessory structures greater than 25 s.f. (2.3 m^2) but equal to or less than 400 s.f. (37.16 m^2) square feet shall be tied down to the earth using anchoring methods described in the MABCD's "Non Vehicle Storage Structure Anchoring Standards". This requirement is exempted in Sedgwick County jurisdiction.

   (b). Playhouses or tree houses having single or multi-level floors with or without roofs.

2. (a). Concrete or masonry fences not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall and other fences not over 8 feet (2438 mm) high, unless the fence encloses an outdoor seating area.

   (b). Concrete or masonry monument sign bases not over 4 feet (1219 mm) in height measured from the lowest point of the adjoining grade. The sign size and content requires separate approval and permit.

3. Oil derricks.

4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.

5. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2 to 1.

6. Sidewalks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below.

7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finishes.

8. Temporary motion picture, television and theater stage sets and scenery.

9. Prefabricated swimming pools accessory to a Group R, Division 3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (19,000 L) and are installed entirely above ground.

10. Swings and other playground equipment.

11. Windows awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

12. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

13. Interior platforms not over 200 square feet (18.58 m^2) in area, nor more than 30 inches (762 mm) above the adjacent floor.

14. Exterior decks, curb ramps (maximum 6 inch (153 mm) vertical rise), stoops and porches not more than 30 inches (762 mm) above grade without overhead structures and not over any basement or story below.

15. Emergency board-up or securing of a building and installing temporary bracing after a fire, storm, vehicle damage or other disaster, which caused the building to be open or unsafe. The building owner or his/her agent may cause such work to be done provided the MABCD is notified on the following business day.

16. Repair or Replacement roofing and/or siding materials not exceeding 400 square feet (37.16 m^2) within any 12-month period.

17. Repair or replacement of interior gypsum wallboard on non-fire rated walls or ceilings when the total area does not exceed 100 square feet (9.29 m^2) within any 12-month period and provided that no framing, electrical, mechanical or plumbing changes are made.

18. Paved areas not used for the purpose of parking or storage of vehicles and/or equipment or storage.

19. Replacement of windows or doors or replacement of roof skylights or equipment with the same size or smaller unit(s) that does not involve the removal, cutting, alteration or replacement of any building structural member; including but not limited to studs, headers, girders, beams, joists, rafters, cripples, jacks or other supportive framing member(s). The framing used to infill existing openings for the purpose of installing smaller unit(s) shall be exempt from permit requirements. Placement of smaller windows or doors shall not reduce the minimum size requirements of escape and rescue openings, or egress door(s), or

fire department access required by this Code. The replacement door or window shall not be of a lower fire rating than the original assembly, unless a lower fire rating is allowed by this Code.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Radio and television transmitting stations: The provisions of this Code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliances.

2. Portable ventilation equipment.

3. Portable cooling unit.

4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this Code.

5. Replacement of any minor part that does not alter its approval or make it unsafe.

6. Portable evaporate cooler.

7. Self-contained refrigeration systems containing 10 pounds (5 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however,

that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this Code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

SECTION 11.

Sec. 2.2.150. - Section 105.2.2 amended *is amended to read as follows:*

Section 105.2.2 of the International Building Code, is amended to read as follows:

105.2.2 Repairs. Application or notice to the building official is not required for ordinary repairs to structures. Such repairs shall not include the cutting away or any wall, partition or portion thereof, the removal or cutting of any structural beam or load bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements.

SECTION 12.

Sec. 2.2.170. - Section 105.5 amended *is amended to read as follows:*

Section 105.5 of the International Building Code, is amended to read as follows:

105.5 Expiration. Every permit issued shall expire unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Work shall be considered to have been suspended or abandoned if it has been more than 180 days since the last requested inspection. Before work can be recommenced, the permit must be reinstated. The fee for the re-instatement shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and that such suspension or abandonment has not exceeded one year. In order to resume work after suspension or abandonment for a period of one year, a new permit shall be required. The building official is authorized to grant, one or more extensions of time, for periods not more than 180 days each. The extensions shall be requested in writing and justifiable cause demonstrated.

SECTION 13.

Sec. 2.2.180. - Section 105.7 amended *is amended to read as follows:*

Section 105.7 of the International Building Code, is amended to read as follows:

105.7 Placement of permit. Work requiring a permit shall not be commenced until the permit holder or an agent of the permit holder has posted or has made available an inspection record card such as to allow the building official to conveniently make the required entries thereon regarding inspection of the work. This card shall be maintained and made available by the permit holder until final approval has been granted by the building official.

SECTION 14.

Sec. 2.2.190. - Section 109.2 amended *is amended to read as follows:*

Section 109.2 of the International Building Code, is amended to read as follows:

109.2 Schedule of permit fees. On buildings, structures or alternations requiring a permit, a fee for each permit shall be paid as required, in accordance with the fee schedule as established by Article 1.2 of this Code.

SECTION 15.

Sec. 2.2.200. - Plan review fees *is amended to read as follows:*

Sec. 2.2.200. – Plan review fees.

Plan review fees. When submittal documents are required by Section 107 of the International Building Code, a plan review fee shall be paid at the time of submitting the documents for plan review. When submitted for a project within the MABCD jurisdiction, said plan review fee shall be 60 percent of the building permit fee as shown in Tables B and C of this Code. The plan review fees specified in this section are separate fees from those fees set forth in Section 109.2 of the International Building Code and are in addition to building permit fees. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 107.3.4.1 of the International Building Code, an additional plan review fee shall be charged at the rate shown in Table D of this Code.

SECTION 16.

Sec. 2.2.210. - Section 109.6 amended *is amended to read as follows:*

Section 109.6 of the International Building Code, is amended to read as follows:

109.6 Refunds. The building official may authorize refunding of any fee paid hereunder, which was erroneously paid or collected. The building official may authorize refunding of not more than 80 percent of the fee paid when no work has been done under a permit issued in accordance with this Code and the period of 180 days has not expired since the

issuance of said permit.

SECTION 17.

Sec. 2.2.220. - Section 109.3.10 amended (formerly) *is amended to read as follows:*

Sec. 2.2.220. - Section 110.3.10 amended.

Section 110.3.10 of the International Building Code, is amended to read as follows:

110.3.10 Final inspection. The final inspection shall be made after all work required by the building permit is completed. If landscaping is required by the building permit, the landscaping shall be installed by the holder of the building permit, property owner, or their duly authorized agent. A letter of credit or bond in the amount of 125% of the cost of the landscaping shall be submitted to the MABCD before the final inspection approval will be issued to the contractor. The building shall not be occupied prior to obtaining final inspection approval.

SECTION 18.

Sec. 2.2.230. - Section 110.2 amended (formerly) *is amended to read as follows:*

Sec. 2.2.230. – Section 111.2 amended.

Section 111.2 of the International Building Code, is amended to read as follows:

111.2 Certificate issued. After the building official inspects the building or structure and finds no violation of the provisions of this Code or other laws that are enforced by the MABCD, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number.

2. The address of the structure.

3. The name of the owner or contractor.

4. A description of that portion of the structure for which the certificate is issued.

5. A statement that the described portion of the structure has been inspected for compliance with the various sections of the Wichita-Sedgwick County Unified Building and Trade Code regulating building construction or use.

SECTION 19.

Sec. 2.2.240. - Section 111 deleted (formerly) *is amended to read as follows:*

Sec. 2.2.240. – Section 113 amended.

Section 113 of the International Building Code, is amended to read as follows:
See Article 1, Section 5 – Board of Appeals – General Rules and Regulations

SECTION 20.

Sec. 2.2.250. – Section 305.2 amended *is amended to read as follows:*

Section 305.2 of the International Building Code, is amended to read as follows:

305.2 Group E, day care facilities. This group includes buildings and structures or portions thereof occupied by more than 10 children older than 2 1/2 years of age who receive educational, supervision or personal care services for fewer than 24 hours per day. A facility with 10 or fewer persons receiving such care shall be classified as a Group R-3 or shall comply with the International Residential Code.

SECTION 21.

Sec. 2.2.260. – Section 308.2 amended (formerly) *is amended to read as follows:*

Sec. 2.2.260. – Various portions of Section 308 amended, with other amendments contained within Sections 2.2.270, 2.2.280, and 2.2.290.

Various portions of Section 308 of the International Building Code (with other amendments contained within Secs. 2.2.270, 2.2.280, and 2.2.290), are amended to read as follows:

308.3.1 A facility such as the above with ten or fewer persons shall be classified as a Group R-3 or shall comply with the International Residential Code.

308.3.2 A facility such as above, housing at least eleven and not more than 16 persons, shall be classified as Group R-4.

308.4.1 Five or fewer persons receiving care. A facility such as the above with five or fewer persons receiving such care shall be classified as Group R-3 or shall comply with the International Residential Code.

308.6.4 Ten or fewer persons receiving care in a dwelling unit. A facility such as the above within a dwelling unit and having ten or fewer persons receiving custodial care shall be classified as Group R-3, or shall comply with the International Residential Code.

SECTION 22.

Sec. 2.2.300. – Section 310.1 amended (formerly) *is amended to read as follows:*

Sec. 2.2.300. - Section 310.5 amended.

Section 310.5 of the International Building Code, is amended to read as follows:

310.5 Residential Group R-3. Residential occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

Buildings that do not contain more than two dwelling units

Boarding houses (nontransient) with 10 or fewer occupants

Care facilities that provide accommodations for ten or fewer persons receiving care

Congregate living facilities (nontransient) with 16 or fewer occupants

Congregate living facilities (transient) with 10 or fewer occupants

310.5.1 Care facilities within a dwelling. Care facilities for ten or fewer persons receiving care that are within a single-family dwelling are permitted to comply with the International Residential Code.

SECTION 23.

Sec. 2.2.318. – Section 310.6 amended *is created and reads as follows:*

Sec. 2.2.318. – Section 310.6 amended.

Section 310.6 of the International Building Code, is amended to read as follows:
310.6 Residential Group R-4. This occupancy shall include buildings, structures or portions thereof for more than ten but not more than 16 persons, excluding staff, who reside on a 24-hour basis in a supervised residential environment and receive custodial care. The persons receiving care are capable of self-preservation. This group shall include, but not be limited to, the following:

Alcohol and drug centers

Assisted living facilities

Congregate care facilities

Convalescent facilities

Group homes

Halfway homes

Residential board and custodial care facilities

Social rehabilitation facilities

SECTION 24.

Sec. 2.2.320. – Section 406.2.2 amended *is amended to read as follows:*

Section 406.2.2 of the International Building Code, is amended to read as follows:

406.2.2 Clear height. The clear height of each floor level in vehicle and pedestrian traffic areas shall not be less than 7 feet (2134 mm). Vehicle and pedestrian areas accommodating van-accessible parking required by the guidelines of the Americans with Disabilities Act (ADA) must have a minimum clear height of 98 inches to and on each level accommodating van accessible parking and meet all provisions of Americans with Disabilities Act Accessibility Guideline (ADAAG) 502.5.

SECTION 25.

Sec. 2.2.330. – Section 408.3.1 amended *is amended to read as follows:*

Section 408.3.1 of the International Building Code, is amended to read as follows:

408.3.1 Door width. Doors to resident sleeping units shall have a clear width of not less than 32 inches (813 mm).

SECTION 26.

Sec. 2.2.340. – Section 412.2.1 amended (formerly) *is amended to read as follows:*

Sec. 2.2.340. – Section 412.4.1 amended.

Section 412.4.1 of the International Building Code, is amended to read as follows:

412.4.1 Exterior walls. Exterior walls located less than 25 feet (7692 mm) from property lines, lot lines or a public way shall have a fire-resistance rating not less than 2 hours.

SECTION 27.

Sec. 2.2.360. – Section 412.2.6 amended (formerly) *is amended to read as follows:*

Sec. 2.2.360. - Section 412.4.6 amended.

Section 412.4.6 of the International Building Code, is amended to read as follows:

[F] 412.4.6 Fire suppression. Aircraft hangers shall be provided with a fire suppression system designed in accordance with NFPA 409, based upon the classification for the hanger given in Table 412.4.6.

Exception: In the City of Wichita jurisdiction, Group II and III hangers, operated by a fixed base operator used for storage of transient aircraft only, shall have a fire suppression system where the square footage used for aircraft storage exceeds 1.5 times the fire area noted in Table 412.4.6, but the system is exempt from foam requirements. In the Sedgwick County jurisdiction, aircraft hangars shall have a fire suppression system when the square footage exceeds 26,000 square feet.

SECTION 28.

Sec. 2.2.365. – Sections 421—421.3.4, 421.4-421.6 (formerly) *is amended to read as follows:*

Sec. 2.2.365. – Section 423.1.1 amended.

Sec. 423.1.1 of the International Building Code, is amended to read as follows:

423.1.1 Storm shelters: Scope. When a room or area is represented by a manufacturer or builder as a storm shelter, or is a designated location of refuge by an owner/user of a structure, the shelter shall meet one the following requirements:

1. For a shelter with less than 12 occupants, the shelter may be constructed using the provisions of the current addition of FEMA 320 "Taking Shelter From The Storm".

2. For a shelter with 12 or more occupants, the shelter shall be designed by a licensed design professional in accordance with FEMA 361 "Design And Construction Guidance Of Community Shelters," editions 1 or 2. A licensed engineer shall seal a certificate to be posted on the inside of each shelter stating it was designed in accordance with FEMA 361.

3. Storm shelters constructed in accordance with ICC-500.

SECTION 29.

Sec. 2.2.460. – Section 705.1 amended (formerly) *is amended to read as follows:*

Sec. 2.2.460. - Section 706.1 amended.

Section 706.1 of the International Building Code, is amended to read as follows:

706.1 General. Each portion of a building separated by one or more fire walls that comply with the provisions of this section shall be considered a separate building. The extent and location of such fire walls shall provide a complete separation. Where a fire wall also separates occupancies that are required to be separated by a fire barrier wall, the most restrictive requirements of each separation shall apply.

Exceptions:

1. Area separation walls constructed prior to the adoption of the 2000 Edition of the International Building Code may be increased in length by not more than 25 percent of the length of the existing wall, not to exceed 30 feet. The method of construction and fire rating of the additional wall length shall be in general conformance to that of the existing wall.

2. Where building separation is required by the adopted electrical code to allow for multiple electrical services, the firewall may be constructed in accordance with the provisions of a two-hour fire barrier per Section 707. If the fire wall coincides with that of a required fire barrier, then the most restrictive requirement shall apply. For allowable area purposes, the building is considered as one structure with no benefit from the fire wall.

SECTION 30.

Sec. 2.2.480. – Section 715.5.7.2 amended (formerly) *is amended to read as follows:*

Sec. 2.2.480. - Section 716.6.7.2 amended.

Section 716.6.7.2 of the International Building Code, is amended to read as follows:

716.6.7.2 Size limitations. The total area of windows shall not exceed 25 percent of the area of a common wall with any room.

Exception: Window openings of unlimited area may be glazed with approved fixed laminated glass, subject to the following conditions:

1. The glass shall be protected by a sprinkler system served by a domestic line and equipped with listed quick-response sprinklers approved by the Fire Department. The sprinkler system shall completely wet the entire surface of the glass wall when activated.

2. The laminated glass shall be in a gasketed non-combustible frame as installed that the glazing system may deflect without breaking (loading) the glass before the sprinkler system operates.

3. Obstructions such as curtain rods, drapery traverse rods, curtains, drapes or

similar materials shall not be installed between the sprinkler and the glass. For the purpose of this section, non-combustible doors with approved fixed laminated glass may be considered as window openings, when subjected to the above conditions. The above doors shall comply with Section 716.5.9 and 716.5.9.1.

SECTION 31.

Sec. 2.2.500. – Chapter 9, Section 901.6 amended – Inspection, testing and maintenance (formerly) *is amended to read as follows:*

Sec. 2.2.500. – Section 901.5 amended – Inspection, testing and maintenance.

In the jurisdiction of the City of Wichita:

Section 901.5 of the International Building Code, 2012 Edition, is amended to read as follows:

Section 901.5 Inspection, testing and maintenance. Fire detection, alarm and extinguishing systems shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Non-required fire protection systems and equipment shall be inspected, tested and maintained or removed. Installation and alterations to fire detection, alarm and extinguishing systems shall be done in accordance with applicable standards and shall be performed by a NICET II or IMSA or approved equivalent certified Wichita Licensed Fire Protection Contractor.

Required test and inspection records shall be submitted within 30 days of testing and inspection to the fire code official in such form and by such means as directed by the fire code official and Department Policy. A third party vendor will manage the records. Any data management fees charged by third party administrator to process, store and report such documentation, shall be the responsibility of the party submitting the report. Reports submitted otherwise than in accordance with this section may not be accepted by the fire code official.

In the jurisdiction of Sedgwick County:

Article 12, Section 901.5. of the International Building Code, 2012 Edition, is added to read as follows:

Authorized Inspectors, test and maintenance personnel. No person or business entity shall inspect, test or maintain any system regulated by this section unless said person or business entity is a licensed fire protection contractor who has passed an appropriate examination. The International Code Council test for general contractors in the state of Kansas (ICC address of 5360 S. Workman Mill Rd. Whittier, CA 90601) or the “Block Test” administered by Experior (address of 2100 NW 53rd Ave. Gainesville, FL 32653), are designated as the standard examinations for determining the qualifications of person seeking licensure.

Those persons who were licensed as required by the Department of Code Enforcement on December 31, 2003, and whose license has not subsequently lapsed or been suspended or revoked, shall not be required to pass any such examination. Those persons not so licensed on that date, shall be at least a NICET Level II Fire Protection Contractor.

SECTION 32.

Sec. 2.2.520. – Section 903.2.1.2 amended *is amended to read as follows:*

Section 903.2.1.2 of the International Building Code, is amended to read as follows:

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided for Group A-2 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464.5 m^2);

2. The fire area has an occupant load of 300 or more in Sedgwick County jurisdiction, or 100 in the City of Wichita jurisdiction.

   Exception available in the City of Wichita jurisdiction – the occupant load may go to 300 people if a 3rd exit or fire alarm is added that is approved by the Wichita Fire Marshal or MABCD Director.

3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

SECTION 33.

Sec. 2.2.555. – Section 903.2.3.1 created (formerly) *is amended to read as follows:*

Sec. 2.2.555. – Section 903.2.4.1 amended.

Section 903.2.4.1 of the International Building Code, is amended to read as follows:

903.2.4.1 Woodworking operations. An automatic sprinkler system shall be provided throughout all Group F-1 occupancy fire areas that contain woodworking operations in excess of 2,500 square feet in area (232 m2) which generate finely divided combustible waste or use finely divided combustible materials.

Exception: A room or the aggregate area of rooms containing woodworking operations within a fire area, as defined by the International Building and Fire Codes, where the area is 2,500 square foot (232 m2) or less. Walls which define rooms containing a wood working operation shall be of non-combustible construction. All doors shall have self-closing devices and any windows shall be fixed closed. All openings shall be maintained closed.

SECTION 34.

Sec. 2.2.560. – Section 903.2.7 amended (formerly) *is amended to read as follows:*

Sec. 2.2.560. – Section 903.2.8 amended.

Section 903.2.8 of the International Building code, is amended to read as follows:

Section 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exceptions:

One- or two-family dwelling unit.

Dwelling units in three-& four- family dwellings separated from each other by wall and/or floor assemblies having not less than a 2-hour fire-resistance rating. Fire-resistance-rated floor/ceiling & wall assemblies shall extend to and be tight against an exterior wall, and wall assemblies shall extend from the foundation to the underside of the roof sheathing.

The roof shall be a minimum of class C roof covering, and the roof decking or sheathing is of non-combustible materials or approved fire-retardant-treated wood for a distance of four feet on each side of the wall or walls. There shall be no penetrations through this area of the roof deck or sheathing.

Where buildings, or portions thereof, are arranged above or below adjacent units, an automatic sprinkler system shall be provided throughout all units.

SECTION 35.

Sec. 2.2.570. – Section 903.2.8 deleted (formerly) *is amended to read as follows:*

Sec. 2.2.570. – Section 903.2.9 amended.

Section 903.2.9 of the International Building Code, is amended to read as follows:

[F] 903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 12,000 square feet (1115 m^2).

   Exception: In the City of Wichita jurisdiction, a Group II or III aircraft hangar, as defined by NFPA 409, operated by a fixed base operator used for storage of

transient aircraft only where the fire area exceeds 18,000 square feet (1672 m^2). See International Building Code Section 412.4.6.2 for fire area allowances for ancillary uses. In the Sedgwick County jurisdiction, aircraft hangars shall have a fire suppression system when the square footage exceeds 26,000 square feet.

2. A Group S-1 fire area is located more than three stories above grade plane.

3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m^2).

4. A Group S-1 fire area used for the storage of commercial trucks or busses where the fire area exceeds 5,000 square feet (464 m^2).

5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m^2).

SECTION 36.

Sec. 2.2.600. – Section 903.2.10.1.1 amended (formerly) *is amended to read as follows:*

Sec. 2.2.600. - Section 903.2.11.1.1 amended.

Section 903.2.11.1.1 of the International Building Code, is amended to read as follows:

[F] 903.2.11.1.1 Opening dimensions and access. Openings shall have a minimum dimension of not less than 30 inches (762 mm) in width and 48 inches (1219 mm) in height. Such openings shall be accessible to the fire department from the exterior and shall not be obstructed in a manner that fire fighting or rescue cannot be accomplished from the exterior.

SECTION 37.

Sec. 2.2.665. – Section 903.3.1.2.1 created (formerly) *is amended to read as follows:*

Sec. 2.2.665. - Section 903.2.11.3 amended.

In the jurisdiction of the City of Wichita

Section 903.2.11.3 of the International Building Code shall be adopted as written.

In the jurisdiction of Sedgwick County

Section 903.2.11.3 of the International Building Code is amended to read as follows:

903.2.11.3 Buildings of 30 feet or more in height. An automatic sprinkler system shall be installed throughout buildings with a floor level having an occupant load of 30 or more

that is located 30 feet or more above the lowest level of fire department vehicle access.

Exceptions:

1. Airport control towers.

2. Open parking structure.

3. Occupancies in F-2 structures.

SECTION 38.

Sec. 2.2.680. – Chapter 9, Section 903.3.7 amended – Fire department connections (formerly) *is amended to read as follows:*

Sec. 2.2.680. – Section 903.3.7 amended – Fire department connections.

Section 903.3.7 is amended and reads as follows:

In the jurisdiction of the City of Wichita

The location of fire department hose connections shall be approved by the fire code official. The maximum distance shall be 150 feet from a fire hydrant. The required hydrant shall be no closer than 40 feet to the structure.

SECTION 39.

Sec. 2.2.720. – Section 907.2.3 amended *is amended to read as follows:*

Section 907.2.3 of the International Building Code, is amended to read as follows:

907.2.3 Group E. An automatic fire alarm system with smoke detection in accordance with provisions set forth in current KAR 22-1.3 and (Current edition) NFPA 101 Life Safety Code Section shall be installed in Group E occupancies.

SECTION 40.

Sec. 2.2.730. – Group I-4 created (formerly) *is amended to read as follows:*

Sec. 2.2.730. – Section 907.2.6.4 created.

Group I-4. Group I-4 occupancies shall be equipped with an automatic fire alarm system with smoke detection in accordance with provisions set forth in current Kansas Administrative Regulations and the NFPA 101 Life Safety Code Section 16.3.4, as amended.

SECTION 41.

Sec. 2.2.740. – Section 910.2.1 amended *is amended to read as follows:*

Section 910.2.1 of the International Building Code, is amended to read as follows:

910.2.1 Group F-1 or S-1. Buildings and portions thereof used as Group F-1 or S-1 occupancy having more than 50,000 square feet (4645 m^2) in undivided area.

Exceptions:

1. Group S-1 aircraft repair hangars.

2. Areas completely separated by non-combustible partitions so that no one area exceeds 50,000 square feet (4645 m^2). Openings shall be provided with approved automatic or self- closing devices to ensure closure of the opening.

SECTION 42.

Sec. 2.2.750. – Section 910.3.5 amended (formerly) *is amended to read as follows:*

Sec. 2.2.750. – Section 912.2.1 amended.

Section 912.2.1 of the International Building Code, is hereby amended to read as follows:

912.2.1 Visible location. Fire department connections shall be located on the street side of buildings, fully visible and recognizable from the street or nearest point of fire department vehicle access or as otherwise approved by the fire chief. In addition, a horn/strobe device shall be installed directly above the Fire Department connection and shall activate in conjunction with the fire alarm system.

For the Sedgwick County Jurisdiction, all references to Chapter 11 of the International Building Code are deleted.

SECTION 43.

Sec. 2.2.760. – Section 1003.5 amended *is amended to read as follows:*

Section 1003.5 of the International Building Code, is amended to read as follows:

1003.5 Elevation change. Where changes in elevation of less than 12 inches (305 mm) exist in the means of egress, sloped surfaces shall be used. Where the slope is greater than one unit vertical in 20 units horizontal (5-percent slope), ramps complying with Section 1010 shall be used. Where the difference in elevation is 6 inches (152 mm) or less, the ramp shall meet the requirements of the Americans with Disability Act ("ADA").

Exceptions:

1. A single step with a maximum riser height of 7 inches (178 mm) is permitted for buildings with occupancies in Groups F, H, R-2 and R-3 and Group S and U at exterior doors not required to be accessible by the Americans with Disabilities Act ("ADA") or locations served by a ramp meeting the requirements of the Americans with Disabilities Act ("ADA").

2. A stair with a single riser or with two risers and a tread is permitted at locations not required to the accessible by the Americans with Disabilities Act ("ADA"), provided that the risers and treads comply with Section 1009.7, the minimum depth of the tread is 13 inches (330 mm) and at least one handrail complying with Section 1012 is provided within 30 inches (762 mm) of the centerline of the normal path of egress travel on the stair.

3. A step is permitted in aisles serving seating that has a difference in elevation less than 12 inches (305 mm) at locations not required to the accessible by the Americans with Disabilities Act ("ADA"), provided that the risers and treads comply with Section 1028.11 and aisle is provided with a handrail complying Section 1028.13.

Any change in elevation in a corridor serving non-ambulatory persons in Group I-2 occupancy shall be by means of a ramp or sloped walkway.

SECTION 44.

Sec. 2.2.770. – Chapter 10, Section 1004.1 amended – Design occupant load (formerly) *is amended to read as follows:*

Sec. 2.2.770. – Section 1004.1 amended.

Section 1004.1 of the International Building Code, is amended to read as follows:

Section 1004.1 Design occupant load. In determining means of egress requirements, the number of occupants for whom means of egress facilities shall be provided shall be determined in accordance with this section. Where occupants from accessory areas egress through a primary space, the calculated occupant load for the primary space shall include the total occupant load of the primary space plus the number of occupants eggressing though it from the accessory area. Within the city limits of Wichita, see the 2012 International Fire Code, Chapter 1, Section 107.6 as amended by the City of Wichita.

SECTION 45.

Sec. 2.2.790. – Section 1006.4 amended (formerly) *is amended to read as follows:*

Sec. 2.2.790. - Section 1006.3.1 amended.

Section 1006.3.1 of the International Building Code, is amended to read as follows:

1006.3.1 Performance of system. Emergency lighting facilities shall be arranged to provide initial illumination that is at least an average of 1 foot-candle (11 lux) and a minimum at any point of 0.1 foot-candle (1 lux) measured along the path of egress at floor level. A licensed Electrical Engineer shall certify such system.

Exception: Emergency lighting facilities shall be placed at intervals not to exceed 50 feet (15240 mm) on center or 25 feet (7620 mm) in any one direction along the path of egress. Obstructions or changes in direction or exit travel shall be considered the conclusion of the emergency light facility.

SECTION 46.

Sec. 2.2.830. – Section 1008.1.1 amended *is amended to read as follows:*

Section 1008.1.1 of the International Building Code, is amended to read as follows:

1008.1.1 Size of doors. The minimum width of each door opening shall be sufficient for the occupant load thereof and shall provide a clear width of not less than 32 inches (813 mm). Clear openings of doorways with swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees (1.57 rad). Where this section requires a minimum clear width of 32 inches (813 mm) and a door opening includes two door leaves without a mullion, one leaf shall provide a clear opening width of 32 inches (813 mm). The maximum width of a swinging door leaf shall be 48 inches (1219 mm) nominal. Means of egress doors in a Group I-2 occupancy used for the movement of beds shall provide a clear width not less than 41.5 inches (1054 mm). The height of doors shall not be less than 80 inches (2032 mm).

Exceptions:

1. The minimum and maximum width shall not apply to door openings that are not part of the required means of egress in Group R-2 and R-3 occupancies.

2. Door opening to resident sleeping unit in Group I-3 occupancies shall have a clear width of not less 32 inches (711 mm).

3. Door openings to storage closets less than 10 square feet (0.93 m^2) in area shall not be limited by the minimum width.

4. Width of door leafs in revolving doors that comply with Section 1008.1.4.1 shall not be limited.

5. Door openings within a dwelling unit or sleeping unit shall not be less than 78 inches (1981 mm) in height.

6. Exterior door openings in dwelling units and sleeping units, other than the required exit door, shall not be less than 76 inches (1930 mm) in height.

7. In other than Group R-1 occupancies, the minimum widths shall not apply to interior egress doors within a dwelling unit or sleeping unit that is not required to be an Accessible unit, Type A unit or Type B unit.

8. Door openings required to be accessible within Type B units shall have minimum clear width of 32 inches (813 mm).

SECTION 47.

Sec. 2.2.850. – Section 1008.1.4 amended (formerly) *is amended to read as follows:*

Sec. 2.2.850. - Section 1008.1.5 amended.

Section 1008.1.5 of the International Building Code, is amended to read as follows:

1008.1.5 Floor Elevation. There shall be floor or landing on each side of a door. Such floor or landing shall be at the same elevation on each side of the door. Landings shall be level except for exterior landings, which are permitted to have a slope not to exceed 1 vertical to 48 horizontal (2-percent slope).

Exceptions:

1. Doors serving individual dwelling units Groups R-2 and R-3 where the following apply:

   1.1 A door is permitted to open at the top step of an interior flight of stairs, provided the door does not swing over the top step.

   1.2 Screen doors and storm doors are permitted to swing over stairs or landings.

   1.3 A door is permitted to open at the top step of a flight of interior stairs in an attached garage, provided the door does not swing over the top step.

   1.4 A door is permitted to open at the top step of a flight of exterior stairs from a patio, provided there are no more than four risers.

2. Exterior doors as provided for in Section 1003.5, Exception 1, and Section 1020.2, which are not on an accessible route.

3. In Group R-3 occupancies not required to be Accessible units, Type A units or Type B units, the landing at an exterior doorway shall not be more than 8 inches

(203.2 mm) below the top of the threshold, provided the door, other than an exterior storm or screen door, does not swing over the landing.

4. Variations in elevation due to differences in finish materials, but not more than 0.5 inch (12.7 mm).

5. Exterior decks, patios or balconies that are part of Type B dwelling units, have impervious surfaces and that are not more than 4 inches (102 mm) below the finished floor level of the adjacent interior space of the dwelling unit.

6. Doors, gates and panels that serve as access points to building equipment rooms that are not normally occupied, except where serving the following:

   6.1. Electrical rooms with equipment rated 1,200 amperes or more and over 6 feet (1829 mm) wide that contain overcurrent devices, switching devices or control devices (See International Building Code Section 1008.1.10).

   6.2. Rooms or spaces having a floor area larger than 1,000 square feet (93 m^2), containing a refrigerant evaporator and maintained at a temperature below 68°F (20°C) (see International Building Code Section 1015.5).

SECTION 48.

Sec. 2.2.860. – Section 1008.1.5 amended (formerly) *is amended to read as follows:*

Sec. 2.2.860. - Section 1008.1.6 amended.

Section 1008.1.6 of the International Building Code, is amended to read as follows:

Landings at doors. Landings shall have a width not less than the width of the stairway or the door, whichever is greater. Doors in the fully open position shall not reduce a required dimension by more than 7 inches (178 mm). When a landing serves an occupant load of 50 or more, doors in any position shall not reduce the landing to less than one-half its required width. Landings shall have a length measured in the direction of travel of not less than 48 inches (1219 mm) and shall comply with the Americans with Disabilities Act.

Exception: Landing lengths in the direction of travel in Groups R-3 and U and within individual units of Group R-2 are not required to exceed 36 inches (914 mm).

SECTION 49.

Sec. 2.2.890. – Section 1008.1.8.9 amended (formerly) *is amended to read as follows:*

Sec. 2.2.890. - Section 1008.1.10 amended.

Section 1008.1.10 of the International Building Code, is amended to read as follows:

1008.1.10 Panic and fire exit hardware. Doors serving a Group H occupancy and doors serving rooms or spaces with an occupant load of 50 or more in a Group A or E occupancy shall not be provided with a lock or latch unless it is panic hardware.

Exception: A main exit of a Group A occupancy in compliance with Section 1008.1.9.3, Item 2.

Rooms with equipment rated 800 amperes or more that contain overcurrent devices, switching devices or control devices with a personnel door(s) intended for entrance to and egress from the working space less than 25 feet from the nearest edge of the working space, the doors shall be equipped with listed panic hardware. The doors shall open in the direction of egress travel.

Unapproved hardware. Any hardware added to a door, gate or turnstile that prevents or alters the intended operation of the door, gate or turnstile shall not be permitted.

SECTION 50.

Sec. 2.2.920. – Section 1009.10 amended (formerly) *is amended to read as follows:*

Sec. 2.2.920. - Section 1009.15 amended.

Section 1009.15 of the International Building Code, is amended to read as follows:

1009.15 Handrails. Stairways shall have handrails on each side and shall comply with Section 1015. Where glass is used to provide the handrail, the handrail shall also comply with Section 2407.

Exceptions:

1. Aisle stairs complying with Section 1028 provided with a center handrail need not have additional handrails.

2. Stairways within dwelling units, spiral stairways and aisle stairs serving seating only on one side are permitted to have a handrail on one side only.

3. Decks, patios and walkways that have a single change in elevation where the landing depth on each side of the change of elevation is greater than what is required for a landing do not require handrails.

4. In Group R-3 occupancies, a change in elevation consisting of a single riser at an entrance or egress door does not require handrails.

5. Changes in room elevations of only one riser do not require handrails.

SECTION 51.

Sec. 2.2.930. – Section 1009.12 created (formerly) *is amended to read as follows:*

Sec. 2.2.930. - Section 1009.18 created.

Sec. 1009.18 of the International Building Code, is created to read as follows:

1009.18 Access to elevator equipment rooms and areas. Room and areas containing equipment that must be accessed for maintenance must meet the requirements set forth in ANSI-A17.1 as adopted by the MABCD Elevator Code.

Access to equipment rooms and areas other than elevator equipment rooms and areas. Room and areas containing equipment that must be accessed for maintenance are not required to be accessed by a stairway. Access compliance to equipment rooms and areas is subject to provisions of other adopted standards of the MABCD and that of OSHA.

Exception: a landing or floor is not required if stair access is provided.

SECTION 52.

Sec. 2.2.950. – Section 1011.1 *is amended to read as follows:*

Section 1011.1 of the International Building Code, is amended to read as follows:

1011.1 Where required. Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. Intervening means of egress doors within exits shall be marked by exit signs. Access to exits shall be marked by readily visible exit signs in cases where the exit or the path of egress travel is not immediately visible to the occupants. Exit sign placement shall be such that no point in a corridor is more than 100 feet (30480 mm) or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign. Exit signs required at doors shall not be located more than 12 feet (3,658 mm) above the finish floor, nor more than 2 feet (610 mm) from either edge of door.

Exceptions:

1. Exit signs are not required in rooms or areas that require only one exit or exit access.

2. Main exterior exit doors or gates that are obviously and clearly identifiable as exits need not have exit signs where approved by the building official.

3. Exit signs are not required in sleeping areas in occupancies in Group U and individual sleeping units or dwelling units in Group R-1, R-2 or R-3.

4. Exit signs are not required in sleeping areas in occupancies in Group I -

5. In occupancies in Groups A-4 and A-5, exit signs are not required on the seating side of vomitories or openings into seating areas where exit signs are provided in the concourse that are readily apparent from the vomitories. Egress lighting is provided to identify each vomitory or opening within the seating area in an emergency.

SECTION 53.

Sec. 2.2.1070. – Section 1101.2 amended *is amended to read as follows:*

City of Wichita Jurisdiction Only

Section 1101.2 of the International Building Code, is amended to read as follows:

1101.2 Design. Buildings and facilities shall be designed and constructed to be accessible in accordance with the current guidelines of the Americans with Disabilities Act ("ADA"), except as modified by this chapter. The exclusion of private clubs and religious entities from accessibility requirements referenced in ADA does not apply. Accessible routes shall coincide with or be located in the same area as a general circulation path. Where the circulation path is interior, the accessible route shall also be interior. The provisions of this section are not intended to substitute or alleviate greater levels of accessibility that may be required on projects involving governmental funding or which require approval by other governmental agencies. Nor are the provisions of this section intended to reduce or eliminate any of the provisions of the Americans with Disabilities Act as established by federal law.

Multi-unit dwellings. In Group R, Division 2 apartment buildings and townhomes where there are four or more dwelling units in a single structure, all dwelling units shall comply with the current Accessibility Guidelines of the Fair Housing Act.

Exceptions:

1. Subject to the approval of the building official, areas where work cannot reasonably be performed by persons having severe impairment (mobility, sight or hearing) need not provide accessibility to such persons. Approval is contingent upon receipt of a letter from the employer's Personnel Department, along with a job description and qualifications statement from the employer, adequate to show that the employer has specified that the work cannot be reasonably performed by a person having a severe impairment (mobility, sight or hearing).

2. Temporary structures, sites and equipment directly associated with the construction process such as construction site trailers, scaffolding, bridging or material hoists are not required to be accessible. This exception does not include

walkways or pedestrian protection required by Chapter 33.

3. Subject to the approval of the building official, private clubs and religious entities may appeal accessibility provisions under International Building Code Section 104.10 and 104.11.

In Group A occupancies, an accessible unisex toilet room shall be provided where an aggregate of six or more male and female water closets are required. This accessible unisex toilet room is in addition to all other accessible restrooms required by the Americans with Disabilities Act ("ADA"). In buildings of mixed occupancy, only those water closets required for the Group A occupancy shall be used to determine the accessible unisex toilet room requirement.

(a) Location. The accessible unisex toilet room shall be located on an accessible route and not located more than one story above or below separate sex toilet facilities. The accessible route from any separate sex toilet facilities to an accessible unisex toilet room shall not exceed 500 feet. Additionally, in passenger transportation facilities and airports, the accessible route from separate sex toilet facilities to an accessible unisex toilet room shall not pass through security checkpoints. If the location of the unisex restroom is not within sight of or adjacent to the separate facilities, then provide signage indicating the location of the unisex facility.

(b) Clear floor space. When doors swing into an accessible unisex toilet room, a clear floor space not less than 30 inches by 48 inches shall be provided, within the room, beyond the area of the door swing. The wheelchair turning space as required by Section 304.3of the Americans with Disabilities Act ("ADA") shall be maintained without reduction.

SECTION 54.

Sec. 2.2.1140. – Parking space design *is amended to read as follows:*

City of Wichita Jurisdiction Only

Parking Space Design. Effective on or after January 1, 2006 for building permits reviewed and issued for new construction projects/development that require or provide new parking; new, expanded or re-constructed parking lots; or parking lots that are being restriped as part of a building permit, all accessible parking spaces shall be designed and installed in accordance with the "Universal Parking Design" standards, which requires all accessible parking stalls to be eleven foot wide with a five foot wide access aisle. All other ADA parking standards apply accordingly.

SECTION 55.

Sec. 2.2.1180. – Section 1503.4 amended *is amended to read as follows:*

Section 1503.4 of the International Building Code, is amended to read as follows:

1503.4 Roof drainage, condensate drainage and waste water. Design and installation of roof drainage systems shall comply with Article 3 of this Code and the provisions of this Section. Roofs shall be sloped a minimum of 1 unit vertical in 48 units horizontal (2-percent slope) for drainage unless designed by a licensed engineer for water accumulation. Unless roofs are sloped to drain over roof edges, primary piped roof drains or wall scuppers shall be installed at each low point of the roof. Roof drains (including primary and secondary piped drains and primary and secondary wall scuppers) shall be sized and discharged in accordance with Article 3 of this Code. The storm drainage 60-minute duration rate, based on a 100-year return (maximum rate of rainfall), for Wichita has been determined by the building official to be 3.9 inches (99 mm). Roof drainage water from a building shall not be allowed to flow over public or private property, unless permitted by an approved drainage agreement or easement. Discharge from mechanical equipment condensate drains and any other waste water and roof down spouts shall not discharge onto a pedestrian walking surface. A Storm Water Quality Compliance Statement is required to be filed with the MABCD for discharges, other than storm water, that flow to storm water drainage systems.

SECTION 56.

Sec. 2.2.1190. – Section 1503.4.1 created (formerly) *is amended to read as follows:*

Sec. 2.2.1190. - Section 1503.4.2 created.

Section 1503.4.2 of the International Building Code, is created to read as follows:

1503.4.2 Secondary scuppers. Secondary scuppers shall be installed with a flow line 2 inches (51 mm) maximum above the low point of the roof and shall not have an opening dimension of less than 4 inches (102mm). Secondary scuppers shall be located a minimum 4 feet (1219 mm) horizontally from primary scuppers and primary piped roof drains. Conductor heads installed at the secondary wall scuppers shall include an unobstructed opening in the face of the conductor head at least equal in area to the secondary wall scupper opening and shall not have an opening dimension of less than 4 inches (102 mm), or the top of the conductor head shall be installed 2 inches (51 mm) above the low point of the roof. The flow through the primary system shall not be considered when locating and sizing scuppers.

Exception: For canopies draining through a perimeter gutter, into sloped gutters, and into drains at the column, the low point of the roof shall be considered the bottom of gutter beneath the canopy. Secondary drains shall not be required to meet the 4 inch opening dimension and a 1 inch or greater height opening will be allowed provided that a Kansas licensed engineer provide calculations per the Plumbing Code within the Unified Building and Trade Code to show that the primary and secondary drainage requirements are met.

SECTION 57.

Sec. 2.2.1220. – Section 1607.11.2.1 amended (formerly) *is amended to read as follows:*

Sec. 2.2.1220. - Section 1607.12.2.1 amended.

Section 1607.12.2.1 of the International Building Code, is amended to read as follows:

1607.12.2.1 Flat, pitched and curved roofs. Ordinary flat, pitched and curved roofs shall be designed for the minimum live loads of 20 pounds per square foot or other controlling combinations of loads in Section 1605, which ever produces the greater load. In structures, where special scaffolding is used as a work surface for workers and materials during maintenance and repair operations, a lower roof load than specified above shall not be used unless approved by the building official. Greenhouses shall be designed for a minimum roof live load of 12 psf (0.58 kN/m^2).

SECTION 58.

Sec. 2.2.1230. – Section 1608.2 amended *is amended to read as follows:*

Section 1608.2 of the International Building Code, is amended to read as follows:

1608.2 Ground snow loads. The ground snow load for MABCD jurisdiction has been determined by the building official to be 15 psf (0.72 kN/m^2).

SECTION 59.

Sec. 2.2.1280. - Section 1612.1 amended *is amended to read as follows:*

Section 1612.1 of the International Building Code, is amended to read as follows:

City of Wichita Jurisdiction

1612.1 General. Within any areas as established in Chapter 27.04 of the Code of the City of Wichita (Known as the "Wichita Flood Damage Prevention Code"), all new construction of buildings, structures and portions of buildings and structures, including substantial improvements and restoration of substantial damage to buildings and structures, shall comply with the Wichita Flood Damage Prevention Code.

Sedgwick County Jurisdiction

The provisions of this chapter shall apply to all areas of special flood hazard within the unincorporated areas of Sedgwick County, Kansas as directed in Sedgwick County Resolution No. 14-2007, as amended, and found at Sec. 13-1, *et seq*. within the Sedgwick County Code.

SECTION 60.

Sec. 2.2.1330. – Section 1613.5.3 amended (formerly) *is amended to read as follows:*

Sec. 2.2.1330. – Section 1613.3.3 amended.

Section 1613.3.3 of the International Building Code is amended to read as follows:

1613.3.3 Site coefficients and adjusted maximum considered earthquake spectral response acceleration parameters. The maximum considered earthquake spectral response acceleration for short periods, S_{ms}, and at 1-second period, S_{m1}, for the MABCD jurisdiction area has been determined by the building official to be 0.14 and 0.056 respectively.

SECTION 61.

Sec. 2.2.1350. – Section 1702.1 amended *is amended to read as follows:*

Section 1702.1 of the International Building Code, is amended to read as follows:

1702.1 Definitions. The following words and terms shall, for the purposes of this chapter and as used elsewhere in this Code, have the meanings shown herein.

APPROVED AGENCY. An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved.

APPROVED FABRICATOR. An established and qualified person, firm or corporation approved by the building official pursuant to MABCD Unified Building & Trade Code.

CERTIFICATE OF COMPLIANCE. A certificate stating that materials and products meet specified standards or that work was done in compliance with approved construction documents.

DESIGNATED SEISMIC SYSTEM. Those architectural, electrical and mechanical systems and their components that require design in accordance with Chapter 13 of ASCE 7 and for which component importance factor, I_p, is greater than 1 in accordance with Section 13.1.3 of ASCE 7.

FABRICATED ITEM. Structural, load-bearing or lateral load-resisting assemblies consisting of materials assembled prior to installation in building or structure or subjected to operations such as heat treatment, thermal cutting, cold working or reforming after manufacture and prior to installation in a building or structure. Materials produced in accordance with standard specifications referenced by this Code, such as rolled structural steel shapes, steel-reinforcing bars, masonry units and wood structural panels shall not be considered "fabricated items."

INTUMESCENT FIRE-RESISTANT COATINGS. Thin film liquid mixture applied to substrates by brush, roller, spray or trowel which expands into a protective foamed layer to provide fire-resistant protection of the substrates when exposed to flame or intense heat.

INSPECTION CERTIFICATE. An identification applied on a product by an approved agency containing the name of the manufacturer, the function and performance characteristics, and the name and identification of an approved agency that indicates that the product or material has been inspected and evaluated by an approved agency (see Section 1703.5 and "Label," "Manufacturer's designation" and "Mark").

LABEL. An identification applied on a product by the manufacturer that contains the name of the manufacturer, the function and performance characteristics of the product or material, and the name and identification of an approved agency and that indicates that the representative sample of the product or material has been tested and evaluated by an approved agency (see Section 1703.5 and "Inspection certificate," "Manufacturer's designation" and "Mark").

MAIN WIND-FORCE-RESISTING SYSTEM. An assemblage of structural elements assigned to provide support and stability for the overall structure. The system generally receives wind loading from more than one surface.

MANUFACTURER'S DESIGNATION. An identification applied on a product by the manufacturer indicating that a product by the manufacturer indicating that a product or material complies with a specified standard or set of rules (see also "Inspection certificate," "Label" and "Mark").

MARK. An identification applied on a product by the manufacturer indicating the name of the manufacturer and the function of a product or material (See also "Inspection certificate," "Label" and "Manufacturer's designation").

MASTIC FIRE-RESISTANT COATINGS. Liquid mixture applied to a substrate by brush, roller, spray or trowel that provides fire-resistant protection of a substrate when exposed to flame or intense heat.

SPECIAL INSPECTION. Inspection as herein required of the materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with approved construction documents and referenced standards (see Section 1704).

SPECIAL INSPECTION, CONTINUOUS. The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed.

SPECIAL INSPECTION, PERIODIC. The part-time or intermittent observation of work

requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work.

SPECIAL INSPECTOR. The owner, building official, and the licensed design engineer shall approve the special inspector. The inspector shall also show competent knowledge to the building official, licensed design engineer, licensed design architect, and owner for those items to receive special inspection. The special inspector shall prevent a conflict of interest by not performing testing of construction materials for which the special inspector is engaged to observe compliance.

SPRAYED FIRE-RESISTANT MATERIALS. Cementations or fibrous materials that are spray applied to provide fire-resistant protection of the substrates.

STRUCTURAL OBSERVATION. The visual observation of the structural system by a registered design professional for general conformance to the approved construction documents at significant construction stages and at completion of the structural system. Structural observation does not include or waive the responsibility for the inspection required by Section 109, 1704 or other sections of this Code.

SECTION 62.

Sec. 2.2.1360. – Section 1704.1 amended (formerly) *is amended to read as follows:*

Sec. 2.2.1360. - Section 1704 amended.

Section 1704 of the International Building Code, is amended to read as follows:

1704 Special inspections. Where application is made for construction as described in this section, the owner or the registered design professional in responsible charge acting as the owner's agent shall employ one or more special inspectors to provide inspections during construction on the types of work listed under Section 1704. The special inspector shall be a qualified person who shall demonstrate competence, to the satisfaction of the building official, for inspection of the particular type of construction or operation requiring special inspection. These inspections are in addition to the inspections specified in Section 110 of the International Buildng Code.

The special inspector shall be a qualified person who shall demonstrate competence, to the satisfaction of the building official, for inspection of the particular type of construction or operation requiring special inspection. The registered design professional in responsible charge and engineers of record involved in the design of the project are permitted to act as the approved agency and their personnel are permitted to act as the special inspector for the work designed by them, provided those personnel meet the qualification requirements of this section to the satisfaction of the building official. The special inspector shall provide written documentation to the building official demonstrating his or her competence and relevant experience or training. Experience or training shall be considered relevant when the documented experience or training is

related in complexity to the same type of special inspection activities for projects of similar complexity and material qualities. These qualifications are in addition to the qualifications specified in other sections of this Code.

Exceptions:

1. Special inspections are not required for work of a minor nature or as warranted by conditions in the jurisdiction as approved by the building official or as described in items 1.1 thru 1.4 listed below.

    1.1 Buildings and other structures, or additions to existing buildings or structures, where there is a design occupant load of less 500 persons in any one area or room of the new construction or where the total design occupant load of the new construction is less 1,000 persons, as calculated under Section 1004.1.

    1.2 New hospitals and other health care facilities or additions thereto, having surgery or emergency treatment facilities or capacity for less than 100 residential patients for the new construction area.

    1.3 Buildings or structures, or additions to existing buildings or structures, where the floor area of the new construction is less than 50,000 square feet, or where the height of the exterior building walls are less than 22 feet as measured from the grade plane.

    1.4 Conventional construction for the Wichita, Kansas, area, such as foundations not supported on reinforced concrete piers into weathered shale, etc., or required to obtain some desired or specified ksf allowable bearing.

2. Special inspections are not required for building components unless the design involves the practice of professional engineering or architecture as defined by applicable state statutes and regulations governing the professional registration and certification of engineers or building components are fabricated at an AAISC Certified Fabricator.

3. Unless otherwise required by the building official, special inspections are not required for occupancies in Group R-3 as applicable in Section 101.2 and occupancies in Group U are accessory to a residential occupancy including, but not limited to, those listed in Section 312.1.

SECTION 63.

Section 2.2.1400. – Section 1805.2.1 amended (formerly) *is amended to read as follows:*

Sec. 2.2.1400. - Section 1809.5 amended.

Section 1809.5 of the International Building Code, is amended to read as follows:

1809.5 Frost protection. Except where otherwise protected from frost, foundations walls, piers and other permanent supports of buildings and structures shall be protected by one or more of the following methods:

(1) Extending below the frost line of the locality. The frost line for the jurisdiction of the MABCD shall be 24 inches (610 mm) below the finish grade;

(2) Construction in accordance with ASCE 32; and

(3) Erecting on solid rock.

Exceptions:

Free-standing buildings meeting all of the following conditions shall not be required to be protected:

(a) Classified in Occupancy Category I, in accordance with Section 1604.5;

(b) Area of 600 square feet (56 m^2) or less for light-frame construction or 400 square feet (37 m^2) or less for other than light-frame construction; and

(c) Have height of 10 feet (3048 mm) or less.

For other than Group R-2 and R-3 occupancies, a one-story prefabricated building not over 150 square feet (13.94 m^2) in floor area and supported in an approved manner may be attached to a building having a permanent foundation extending below the frost line. The roof and exterior walls of the prefabricated building shall be flashed in an approved manner to form a weather-tight seal between structures.

Footings shall not bear on frozen soil unless such frozen condition is of a permanent character.

SECTION 64.

Section 2.2.1405. – Table 2902.1 amended *is created to read as follows:*

Chapter 29 of the International Building Code, is amended to include the following fixture count tables and section modifications:

Table 2902.1 of the International Building Code, is amended to read as follows:

No.	CLASSIFI-CATION	OCCU-PANCY	DESCRIPTION	WATER CLOSETS MALE[e]	WATER CLOSETS FEMALE	LAVATORIES MALE	LAVATORIES FEMALE	BATHTUBS/ SHOWERS	DRINKING FOUNTAINS[f, g]	OTHER
1	Assembly	A-1[d]	Theaters and other buildings for the performing arts and motion pictures	1 per 125	1 per 65	1 per 200		_____	1 per 500	
		A-2[d]	Nightclubs, bars, taverns, dance halls and buildings for similar purposes	1 per 40	1 per 40	1 per 75		_____	1 per 500	1 service sink
			Restaurants, banquet halls and food courts	1 per 75	1 per 75	1 per 200		_____	1 per 200	1 service sink
1	Assembly	A-3[d, h]	Auditoriums without permanent seating, art galleries, exhibition halls, museums, lecture halls, libraries, arcades and gymnasiums	1 per 125	1 per 65	1 per 200		_____	1 per 500	
			Passenger terminals and transportation facilities	1 per 500	1 per 500	1 per 750		_____	1 per 1,000	
			Places of worship and other religious services	1 per 150	1 per 75	1 per 200		_____	1 per 1,000	
		A-4	Coliseums, arenas, skating rinks, pools and tennis courts for indoor sporting events and activities	1 per 75 for the first 1,500 and 1 per 120 for the re-mainder exceed-ing 1,500	1 per 40 for the first 1,520 and 1 per 60 for the remainder exceeding 1,520	1 per 200	1 per 150	_____	1 per 1,000	
		A-5	Stadiums, amusement parks, bleachers and grandstands for outdoor sporting events and activities	1 per 75 for the first 1,500 and 1 per 120 for the re-mainder exceed-ing 1,500	1 per 40 for the first 1,520 and 1 per 60 for the remainder exceeding 1,520	1 per 200	1 per 150	_____	1 per 1,000	
2	Business	B[h]	Buildings for the transaction of business, professional services, other services involving merchandise, office buildings, banks, light industrial and similar uses	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50		1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80		_____	1 per 100	

3	Educational	E[h]	Educational facilities	1 per 50	1 per 50	_____	1 per 100	
No.	CLASSIFICATION	OCCUPANCY	DESCRIPTION	WATER CLOSETS MALE[e] FEMALE	LAVATORIES MALE FEMALE	BATHTUBS /SHOWERS	DRINKING FOUNTAINS[f, g]	OTHER
4	Factory and industrial	F-1[h] and F-2[h]	Structures in which occupants are engaged in work fabricating, assembly or processing of products or materials	1 per 100	1 per 100		1 per 400	
5	Institutional	I-1	Residential care	1 per 10	1 per 10	1 per 8	1 per 100	
		I-2	Hospitals, ambulatory nursing home patients[b]	1 per room[c]	1 per room[c]	1 per 15	1 per 100	
			Employees, other than residential care[b]	1 per 25	1 per 35	_____	1 per 100	_____
			Visitors, other than residential care	1 per 75	1 per 100	_____	1 per 500	_____
		I-3	Prisons[b]	1 per cell	1 per cell	1 per 15	1 per 100	
		I-3	Reformatories, detention centers and correctional centers[b]	1 per 15	1 per 15	1 per 15	1 per 100	
			Employees[b]	1 per 25	1 per 35	-------	1 per 100	———
		I-4	Adult day care and child care	1 per 15	1 per 15	_____	1 per 100	
6	Mercantile (see Section 2902.2, 2902.4, 2902.4.1 and 2902.4.2)	M	Retail stores, service stations, shops, salesrooms, markets and shopping centers	1 per 500	1 per 750	_____	1 per 1,000	
7	Residential	R-1	Hotels, motels, boarding houses (transient)	1 per sleeping unit	1 per sleeping uni	1 per sleeping unit	_____	
		R-2	Dormitories, fraternities, sororities and boarding house (not transient)	1 per 10	1 per 10	1 per 8	1 per 100	

		R-2	Apartment house	1 per dwelling unit	1 per dwelling uni	1 per dwelling unit	_____	1 kitchen sink per dwelling unit; 1 automa-tic clothes washer connect-ion per 20 dwelling units
No.	CLASSIFI CA-TION	OCCU-PANCY	DESCRIPTION	WATER CLOSETS MALE[e] FEMALE	LAVATORIES MALE FEMALE	BATHTUBS /SHOWERS	DRINKING FOUNTAINS[f, g]	OTHER
7	Residential	R-3	One- and two-family dwellings	1 per dwelling unit	1 per dwelling uni	1 per dwelling unit	_____	1 kitchen sink per dwelling unit; 1 automatic clothes washer connection per 20 dwelling units
		R-3	Congregate living facilities with 16 or fewer persons	1 per 10	1 per 10	1 per 8	1 per 1oo	1 service sink
		R-4	Residential care/assisted living facilities	1 per 10	1 per 10	1 per 8	1 per 100	
8	Storage	S-1[h] S-2[h]	Structures for the storage of goods, warehouses, storehouses and freight depots, low and moderate hazard	1 per 100	1 per 100		1 per 1,000	

a. The fixtures shown are based on one fixture being the minimum required for the number of persons indicated or any fraction of the number of persons indicated. The number of occupants shall be determined by this code amendment.

b. Toilet facilities for employees shall be separate from facilities for inmates or care recipients.

c. A single-occupant toilet room with one water closet and one lavatory serving not more than two adjacent patient rooms shall be permitted where such room is provided with direct access from each patient room and with provisions for privacy.

d. The occupant load for seasonal outdoor seating and entertainment areas shall be included when determining the minimum number of facilities required.

e. Where urinals are provided, one water closet less than the number specified may be provided for each urinal installed, except the number of water closets in such cases shall not be reduced to less than one half of the minimum specified.

f. Drinking fountains are only required for a business having more than 15 employees. Where drinking water is available at a breakroom or where a bottled water cooler is provided, then either may be substituted for a drinking fountain.

g. Fixtures located in adjacent buildings under the ownership or control of the church, business, educational, factory/industrial, mercantile, or storage occupancy shall be made available during period the church, business, educational, factory/industrial, mercantile, or storage occupancy is occupied. The fixtures shall be located within 500 ft. of the building.

SECTION 65.

Sec. 2.2.1407. – Section 2902.2 amended *is created to read as follows:*

Section 2902.2 of the International Building Code, is amended to read as follows:

2902.2 Separate facilities. Where plumbing fixtures are required, separate facilities shall be provided for each sex.

Exceptions:

1. Separate facilities shall not be required for dwelling units and sleeping units.

2. Separate employee facilities shall not be required in occupancies in which 15 or less are employed.

3. Separate men's and women's restroom facilities shall not be required in dining and/or drinking establishments when the seating capacity is 19 or less.

SECTION 66.

Sec. 2.2.1408. – Section 2902.3 amended *is created to read as follows:*

Section 2902.3 of the International Building Code, is amended to read as follows:

2902.3 Required public toilet facilities. Customers, patrons and visitors shall be provided with public toilet facilities for outdoor activities classified as a Group "A" occupancy or structures and tenant spaces intended for public assembly, educational and institutional uses. The accessible route to public facilities shall not pass through kitchens, storage rooms, closets or similar spaces. The number of plumbing fixtures located within the required toilet facilities shall be provided in accordance with Section 2902.1 for all users. Employee toilet facilities shall either be separate or combined employee and public toilet facilities.

Exception:

Public toilet facilities shall not be required in open or enclosed parking garages. Toilet facilities shall not be required in parking garages where there are no parking attendants.

SECTION 67.

Sec. 2.2.1420. – Section 3002.3 amended *is amended to read as follows:*

Section 3002.3 of the International Building Code, is amended to read as follows:

3002.3 Emergency signs. An approved pictorial sign of a standardized design shall be posted adjacent to each elevator call station on all floors instructing occupants to use the exit stairways and not to use the elevators in case of fire. The sign shall read: IN FIRE EMERGENCY, DO NOT USE ELEVATOR. USE EXIT STAIRS. The emergency sign shall not be required for elevators that are part of an accessible means of egress complying with Section 1007.4. Any signs required by the Americans with Disabilities Act Accessibility Guidelines (ADAAG) shall comply with elevator code related to raised and Braille characters and pictorial symbol signs.

SECTION 68.

Sec. 2.2.1430. – Section 3002.6 amended *is amended to read as follows:*

Section 3002.6 of the International Building Code, is amended to read as follows:

3002.6 Prohibited doors. Doors, other than hoistway doors and the elevator car door, shall be prohibited at the point of access to an elevator car. Exception: Doors may be located at the point of access to an elevator car in lieu of an elevator lobby based on the below conditions:

1. Doors shall be readily openable from the car side without a key, tool, or special knowledge or effort.

2. Doors into the corridor shall be protected with not less than an automatic-closing, 20- minute door assembly in accordance with Section 715.5.3 except that:

    2.1. The automatic-closing device shall be limited to an approved magnetic hold-open device released by actuation of a smoke detector or when the elevator's Firefighters Service is activated.

    2.2. The automatic-closing device is provided with a closing or reclosing electrical time delay of not less than 20 seconds nor more than 30 seconds.

SECTION 69.

Sec. 2.2.1435. – Chapter 34 deleted *is created to read as follows:*

Chapter 34 of the International Building Code is deleted and replaced by the 2012 International Existing Building Code to provide the framework for rehabilitation of existing and historical buildings.

SECTION 70.

Sec. 2.2.1440. – Section J103.2 amended *is amended to read as follows:*

City of Wichita Jurisdiction

Appendix J shall be amended to read as follows:

Section J103.2 of the International Building Code, is amended to read as follows:

J103.2 Exemptions. A grading permit shall not be required for the following:

1. A fill less than 1 foot (305 mm) in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope), or less than 3 feet (914 mm) in depth that does not exceed 50 cubic yards (38.3 m^3) on any one lot and does not obstruct a drainage course.

2. Excavation for construction of a structure permitted under this Code.

3. Cemetery graves.

4. Refuse disposal site controlled by other regulations.

5. Excavations for wells, or trenches for utilities.

6. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate or clay controlled by other regulations, provided such operations do not affect the lateral support of, or significantly increase stresses in, soil on adjoining properties.

7. Exploratory excavations performed under direction of a registered design professional. Exemption from the permit requirements of this appendix shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction.

Sedgwick County Jurisdiction.

Appendix J is deleted.

SECTION 71.

This ordinance shall be included in the Wichita/Sedgwick County Unified Building and Trade Code, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 12th day of April, 2016.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña, City Attorney and
Director of Law

First Published in The Wichita Eagle on _____

DELINEATED DATE

ORDINANCE NO._____

AN ORDINANCE ADOPTING THE INTERNATIONAL BUILDING CODE, PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., 2012 EDITION, AND AMENDING, ADDING AND DELETING VARIOUS SECTIONS OF ARTICLE 2 OF THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

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

Section 2.2.010 of the Wichita/Sedgwick County Unified Building and Trade Code, is hereby amended to read as follows:

SECTION 1.

Sec. 2.2.010. - Adoption of the International Building Code *is amended to read as follows:*

~~The International Building Code, as published by the International Codes Council, Inc., 2006 Edition, including Appendix J, is hereby adopted and incorporated herein by reference, subject to such amendments thereto as are set forth hereinafter~~

The International Building Code, as published by the International Codes Council, Inc., 2012 Edition, is hereby adopted and incorporated herein by reference, subject to such amendments thereto as are set forth hereinafter.

SECTION 2.

Sec. 2.2.020. - Section 101.4.1 amended *is amended to read as follows:*

Section 101.4.1 of the International Building Code, is amended to read as follows:

~~*101.4.1 Electrical.* The provisions of Article 4 of this Code shall apply to the installation of electrical systems, including alternations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.~~

101.4.1 Electrical & Gas. The provisions of Article 4 of the Unified Building and Trade Code shall apply to the installation of electrical systems, including alternations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto. The provisions of Article 3 of the Unified Building and Trade Code shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in the Unified Building and Trade Code. These requirements apply to gas piping systems extending from point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

SECTION 3.

Sec. 2.2.030. – Section 101.4.2 amended (formerly) *is deleted*.

~~**Sec. 2.2.030. – Section 101.4.2 amended.**~~

~~Section 1.1.4.2 of the International Building Code, is amended to read as follows:~~

~~*1.1.4.2 Gas*. The provisions of Article 3 of this Code shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this Code. These requirements apply to gas piping systems extending from point of delivery to the inlet connections of appliances and the installation and operaton of residential and commercial gas appliances and related accessories.~~

SECTION 4.

Sec. 2.2.040. – Section 101.4.2 amended *is amended to read as follows:*

Section 101.4.2 of the International Building Code, is amended to read as follows:

101.4.2 Mechanical. The provisions of Article 5 of the Unified Building and Trade Code shall apply to the installation, alterations, repairs, and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilation, heating, cooling, air conditioning and refrigeration systems, incinerators, and other energy-related systems.

SECTION 5.

Sec. 2.2.050. - Section 101.4.3 amended *is amended to read as follows:*

Section 101.4.3 of the International Building Code, is amended to read as follows:

~~*101.4.4 Plumbing*. The provisions of Article 3 of this Code shall apply to the installation, alterations, repairs and replacement of plumbing systems, including equipment, appliances, fixtures and appurtenances, and where connected to water or sewage system and all aspects of a medical gas system.~~

101.4.3 Plumbing. The provisions of Article 3 of the Unified Building and Trade Code shall apply to the installation, alterations, repairs and replacement of plumbing systems, including equipment, appliances, fixtures and appurtenances, and where connected to water or sewage system and all aspects of a medical gas system.

SECTION 6.

Sec. 2.2.060. - Section 101.4.4 amended *is amended to read as follows*:

Section 101.4.4 of the International Building Code, is amended to read as follows:

This Section applies only within the city limits of the City of Wichita.

Section 101.4.4 of the International Building Code, is amended to read as follows:

~~*101.4.5 Property maintenance*. The provisions of Sections 18.40 and Section 20.04 of the Code of the City of Wichita shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety, hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.~~

101.4.5 Property maintenance. The provisions of Sections 18.40 and Section 20.04 of the Code of the City of Wichita shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety, hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

In the Unincorporated areas of Sedgwick County, Section 101.4 of the International Building Code is deleted.

SECTION 7.

Sec. 2.2.070. - Section 101.4.5 amended *is amended to read as follows:*

Section 101.4.5 of the International Building Code, is amended to read as follows:

~~*101.4.6 Fire prevention*. The provisions of Title 15 of the City Code of the City of Wichita or Section 12 of Code of Sedgwick County shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from storage, handling or use of structures, materials, or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.~~

101.4.5 Fire prevention. The provisions of Title 15 of the City Code of the City of Wichita or Section 12 of Code of Sedgwick County shall apply to matters affecting or

relating to structures, processes and premises from the hazard of fire and explosion arising from storage, handling or use of structures, materials, or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

SECTION 8.

Sec. 2.2.080. – Section 101.4.7 deleted (formerly) *is amended to read as follows:*

~~**Sec. 2.2.080. – Section 101.4.7 deleted.**~~

~~Section 101.4.7 of the International Building Code, is deleted.~~

Sec. 2.2.080. –Section 101.4.6 deleted.

Section 101.4.6 of the International Building Code, is deleted.

SECTION 9.

Sec. 2.2.100. - Section 105.1 amended *is amended to read as follows:*

Section 105.1 of the International Building Code, is amended to read as follows:

105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or outdoor paved area, of which is regulated by this Code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

SECTION 10.

Sec. 2.2.130. - Section 105.2 amended *is amended to read as follows:*

~~105.2 Work exempt from permit. Exemptions from permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:~~

~~Building:~~

~~1. (a). One-story accessory structures not to exceed 200 square feet (18m²).~~

~~All detached accessory structures greater than 25 s.f. (2.3 m²) but equal to or less than 400 s.f. (37.16 m²) square feet shall be tied down to the earth using anchoring methods described in the MABCD's "Non Vehicle Storage Structure Anchoring Standards".~~

~~(b). Playhouses or tree houses having single or multi-level floors with or without roofs.~~

~~2. (a). Concrete or masonry fences not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall and other fences not over 8 feet (2438 mm) high, unless the fence encloses an outdoor seating area.~~

~~(b). Concrete or masonry monument sign bases not over 4 feet (1219 mm) in height measured from the lowest point of the adjoining grade. The sign size and content requires separate approval and permit.~~

~~3. Oil derricks.~~

~~4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.~~

~~5. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2 to 1.~~

~~6. Sidewalks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below.~~

~~7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finishes.~~

~~8. Temporary motion picture, television and theater stage sets and scenery.~~

~~9. Prefabricated swimming pools accessory to a Group R, Division 3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (19,000 L) and are installed entirely above ground.~~

~~10. Swings and other playground equipment.~~

~~11. Windows awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.~~

~~12. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.~~

~~13. Interior platforms not over 200 square feet (18.58 m^2) in area, nor more than 30 inches (762 mm) above the adjacent floor.~~

~~14. Exterior decks, curb ramps (maximum 6 inch (153 mm) vertical rise), stoops and porches not more than 30 inches (762 mm) above grade without overhead structures and not over any basement or story below.~~

~~15. Emergency board-up or securing of a building and installing temporary bracing after a fire, storm, vehicle damage or other disaster, which caused the building to be open or unsafe. The building owner or his/her agent may cause such work to be done provided the MABCD is notified on the following business day.~~

~~16. Repair or Replacement roofing and/or siding materials not exceeding 400 square feet~~

~~(37.16 m²) within any 12-month period.~~

~~17. Repair or replacement of interior gypsum wallboard on non-fire rated walls or ceilings when the total area does not exceed 100 square feet (9.29 m²) within any 12-month period and provided that no framing, electrical, mechanical or plumbing changes are made.~~

~~18. Paved areas not used for the purpose of parking or storage of vehicles and/or equipment or storage.~~

~~19. Replacement of windows or doors or replacement of roof skylights or equipment with the same size or smaller unit(s) that does not involve the removal, cutting, alteration or replacement of any building structural member; including but not limited to studs, headers, girders, beams, joists, rafters, cripples, jacks or other supportive framing member(s). The framing used to infill existing openings for the purpose of installing smaller unit(s) shall be exempt from permit requirements. Placement of smaller windows or doors shall not reduce the minimum size requirements of escape and rescue openings, or egress door(s), or fire department access required by this Code. The replacement door or window shall not be of a lower fire rating than the original assembly, unless a lower fire rating is allowed by this Code.~~

~~**Electrical:**~~

~~**Repairs and maintenance:** Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.~~

~~**Radio and television transmitting stations:** The provisions of this Code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.~~

~~**Temporary testing systems:** A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.~~

~~**Gas:**~~

~~1. Portable heating appliance.~~

~~2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.~~

~~**Mechanical:**~~

~~1. Portable heating appliances.~~

~~2. Portable ventilation equipment.~~

~~3. Portable cooling unit.~~

~~4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this Code.~~

~~5. Replacement of any minor part that does not alter its approval or make it unsafe.~~

~~6. Portable evaporate cooler.~~

~~7. Self-contained refrigeration systems containing 10 pounds (5 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.~~

~~**Plumbing:**~~

~~1. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this Code.~~

~~2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.~~

Section 105.2 of the International Building Code, is amended to read as follows:

105.2 Work exempt from permit. Exemptions from permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. (a). One-story accessory structures classified as Group S or U occupancies provided the floor area does not exceed 200 square feet (18m^2), and a location permit is obtained from MABCD prior to installation. (City of Wichita only). In Sedgwick County jurisdiction no location permit is required and the floor area cannot exceed 400 square feet at which point a building permit would be required as long as site location is not located in a designated flood plain area.

   All detached accessory structures greater than 25 s.f. (2.3 m^2) but equal to or less than 400 s.f. (37.16 m^2) square feet shall be tied down to the earth using anchoring methods described in the MABCD's "Non Vehicle Storage Structure Anchoring Standards". This requirement is exempted in Sedgwick County jurisdiction.

   (b). Playhouses or tree houses having single or multi-level floors with or without roofs.

2. (a). Concrete or masonry fences not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall and other fences not over 8 feet (2438 mm) high, unless the fence encloses an outdoor seating

area.

(b). Concrete or masonry monument sign bases not over 4 feet (1219 mm) in height measured from the lowest point of the adjoining grade. The sign size and content requires separate approval and permit.

3. Oil derricks.

4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.

5. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2 to 1.

6. Sidewalks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below.

7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finishes.

8. Temporary motion picture, television and theater stage sets and scenery.

9. Prefabricated swimming pools accessory to a Group R, Division 3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (19,000 L) and are installed entirely above ground.

10. Swings and other playground equipment.

11. Windows awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

12. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

13. Interior platforms not over 200 square feet (18.58 m^2) in area, nor more than 30 inches (762 mm) above the adjacent floor.

14. Exterior decks, curb ramps (maximum 6 inch (153 mm) vertical rise), stoops and porches not more than 30 inches (762 mm) above grade without overhead structures and not over any basement or story below.

15. Emergency board-up or securing of a building and installing temporary bracing after a fire, storm, vehicle damage or other disaster, which caused the building to be open or unsafe. The building owner or his/her agent may cause such work to be done provided the MABCD is notified on the following business

day.

16. Repair or Replacement roofing and/or siding materials not exceeding 400 square feet (37.16 m^2) within any 12-month period.

17. Repair or replacement of interior gypsum wallboard on non-fire rated walls or ceilings when the total area does not exceed 100 square feet (9.29 m^2) within any 12-month period and provided that no framing, electrical, mechanical or plumbing changes are made.

18. Paved areas not used for the purpose of parking or storage of vehicles and/or equipment or storage.

19. Replacement of windows or doors or replacement of roof skylights or equipment with the same size or smaller unit(s) that does not involve the removal, cutting, alteration or replacement of any building structural member; including but not limited to studs, headers, girders, beams, joists, rafters, cripples, jacks or other supportive framing member(s). The framing used to infill existing openings for the purpose of installing smaller unit(s) shall be exempt from permit requirements. Placement of smaller windows or doors shall not reduce the minimum size requirements of escape and rescue openings, or egress door(s), or fire department access required by this Code. The replacement door or window shall not be of a lower fire rating than the original assembly, unless a lower fire rating is allowed by this Code.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Radio and television transmitting stations: The provisions of this Code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.

2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliances.

2. Portable ventilation equipment.

3. Portable cooling unit.

4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this Code.

5. Replacement of any minor part that does not alter its approval or make it unsafe.

6. Portable evaporate cooler.

7. Self-contained refrigeration systems containing 10 pounds (5 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this Code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

SECTION 11.

Sec. 2.2.150. - Section 105.2.2 amended *is amended to read as follows:*

Section 105.2.2 of the International Building Code, is amended to read as follows:

105.2.2 Repairs. Application or notice to the building official is not required for ordinary repairs to structures. Such repairs shall not include the cutting away or any wall, partition or portion thereof, the removal or cutting of any structural beam or load bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements.

SECTION 12.

Sec. 2.2.170. - Section 105.5 amended *is amended to read as follows:*

Section 105.5 of the International Building Code, is amended to read as follows:

105.5 Expiration. Every permit issued shall expire unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Work shall be considered to have been suspended or abandoned if it has been more than 180 days since the last requested inspection. Before work can be recommenced, the permit must be reinstated. The fee for the re-instatement shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and that such suspension or abandonment has not exceeded one year. In order to resume work after suspension or abandonment for a period of one year, a new permit shall be required. The building official is authorized to grant, one or more extensions of time, for periods not more than 180 days each. The extensions shall be requested in writing and justifiable cause demonstrated.

SECTION 13.

Sec. 2.2.180. - Section 105.7 amended *is amended to read as follows:*

Section 105.7 of the International Building Code, is amended to read as follows:

105.7 Placement of permit. Work requiring a permit shall not be commenced until the permit holder or an agent of the permit holder has posted or has made available an inspection record card such as to allow the building official to conveniently make the required entries thereon regarding inspection of the work. This card shall be maintained and made available by the permit holder until final approval has been granted by the building official.

SECTION 14.

Sec. 2.2.190. - Section 109.2 amended *is amended to read as follows:*

~~Section 108.2 of the International Building Code, is amended to read as follows:~~

~~108.2 Schedule of permit fees. On buildings, structures or alternations requiring a permit, a fee for each permit shall be paid as required, in accordance with the fee schedule as established by Article 1.2 of this Code.~~

Section 109.2 of the International Building Code, is amended to read as follows:

109.2 Schedule of permit fees. On buildings, structures or alternations requiring a permit, a fee for each permit shall be paid as required, in accordance with the fee schedule as established by Article 1.2 of this Code.

SECTION 15.

Sec. 2.2.200. - Plan review fees *is amended to read as follows:*

Sec. 2.2.200. – Plan review fees.

~~*Plan review fees*. When submittal documents are required by Section 106 of the International Building Code, a plan review fee shall be paid at the time of submitting the documents for plan review. When submitted for a project within the MABCD jurisdiction, said plan review fee shall be 55 percent of the building permit fee as shown in Table B of this Code. The plan review fees specified in this section are separate fees from those fees set forth in Section 108.2 of the International Building Code and are in addition to building permit fees. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 106.3.4.2 of the International Building Code, an additional plan review fee shall be charged at the rate shown in Table D of this Code.~~

Plan review fees. When submittal documents are required by Section 107 of the International Building Code, a plan review fee shall be paid at the time of submitting the documents for plan review. When submitted for a project within the MABCD jurisdiction, said plan review fee shall be 60 percent of the building permit fee as shown in Tables B and C of this Code. The plan review fees specified in this section are separate fees from those fees set forth in Section 109.2 of the International Building Code and are in addition to building permit fees. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 107.3.4.1 of the International Building Code, an additional plan review fee shall be charged at the rate shown in Table D of this Code.

SECTION 16.

Sec. 2.2.210. - Section 109.6 amended *is amended to read as follows:*

Section 109.6 of the International Building Code, is amended to read as follows:

~~108.6 Refunds. The building official may authorize refunding of any fee paid hereunder, which was erroneously paid or collected. The building official may authorize refunding of not more than 80 percent of the fee paid when no work has been done under a permit issued in accordance with this Code and the period of 180 days has not expired since the issuance of said permit.~~

109.6 Refunds. The building official may authorize refunding of any fee paid hereunder, which was erroneously paid or collected. The building official may authorize refunding of not more than 80 percent of the fee paid when no work has been done under a permit issued in accordance with this Code and the period of 180 days has not expired since the issuance of said permit.

SECTION 17.

Sec. 2.2.220. - Section 109.3.10 amended (formerly) *is amended to read as follows:*

Sec. 2.2.220. - Section 110.3.10 amended.

Section 110.3.10 of the International Building Code, is amended to read as follows:

~~109.3.10 Final inspection. The final inspection shall be made after all work required by the building permit is completed. If landscaping is required by the building permit, the landscaping shall be installed by the holder of the building permit, property owner, or their duly authorized agent. A letter of credit or bond in the amount of 125% of the cost of the landscaping shall be submitted to the MABCD before the final inspection approval will be issued to the contractor. The building shall not be occupied prior to obtaining final inspection approval.~~

110.3.10 Final inspection. The final inspection shall be made after all work required by the building permit is completed. If landscaping is required by the building permit, the landscaping shall be installed by the holder of the building permit, property owner, or their duly authorized agent. A letter of credit or bond in the amount of 125% of the cost of the landscaping shall be submitted to the MABCD before the final inspection approval will be issued to the contractor. The building shall not be occupied prior to obtaining final inspection approval.

SECTION 18.

Sec. 2.2.230. - Section 110.2 amended (formerly) *is amended to read as follows:*

Sec. 2.2.230. – Section 111.2 amended.

Section 111.2 of the International Building Code, is amended to read as follows:

~~110.2 Certificate issued. After the building official inspects the building or structure and finds no violation of the provisions of this Code or other laws that are enforced by the MABCD, the building official shall issue a certificate of occupancy that contains the following:~~

~~1. The building permit number.~~

~~2. The address of the structure.~~

~~3. The name of the owner or contractor.~~

~~4. A description of that portion of the structure for which the certificate is issued.~~

~~5. A statement that the described portion of the structure has been inspected for compliance with the various sections of the Wichita-Sedgwick County Unified~~

~~Building and Trade Code regulating building construction or use.~~

111.2 Certificate issued. After the building official inspects the building or structure and finds no violation of the provisions of this Code or other laws that are enforced by the MABCD, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number.

2. The address of the structure.

3. The name of the owner or contractor.

4. A description of that portion of the structure for which the certificate is issued.

5. A statement that the described portion of the structure has been inspected for compliance with the various sections of the Wichita-Sedgwick County Unified Building and Trade Code regulating building construction or use.

SECTION 19.

Sec. 2.2.240. - Section 111 deleted (formerly) *is amended to read as follows:*

~~Section 111 of the International Building Code, is deleted.~~

Sec. 2.2.240. – Section 113 amended.

Section 113 of the International Building Code, is amended to read as follows:

See Article 1, Section 5 – Board of Appeals – General Rules and Regulations

SECTION 20.

Sec. 2.2.250. – Section 305.2 amended *is amended to read as follows:*

Section 305.2 of the International Building Code, is amended to read as follows:

~~*305.2 Day care*. The use of a building or structure, or portion thereof, for educational, supervision or personal care services for more than ten children older than 2½ years of age, shall be classified as a Group E occupancy.~~

305.2 Group E, day care facilities. This group includes buildings and structures or portions thereof occupied by more than 10 children older than 2 1/2 years of age who receive educational, supervision or personal care services for fewer than 24 hours per day. A facility with 10 or fewer persons receiving such care shall be classified as a Group R-3 or shall comply with the International Residential Code.

SECTION 21.

Sec. 2.2.260. – Section 308.2 amended (formerly) *is amended to read as follows:*

~~Section 308.2 of the International Building Code, is amended to read as follows:~~

~~*308.2 Group I-1*. This occupancy shall include buildings, structures or parts thereof housing more than 16 persons, on a 24-hour basis, who because of age, mental disability, or other reasons, live in a supervised residential environment that provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff. This group shall include, but not be limited to, the following:~~

~~Residential board and care facilities~~

~~Assisted living facilities~~

~~Halfway houses~~

~~Group homes~~

~~Congregate care facilities~~

~~Social rehabilitation facilities~~

~~Alcohol and drug centers~~

~~Convalescent facilities~~

~~A facility such as the above with ten or fewer persons shall be classified as a Group R-3 or shall comply with the *International Residential Code* in accordance with Section 101.2. A facility such as above, housing at least eleven and not more than 16 persons, shall be classified as Group R-4.~~

Sec. 2.2.260. – Various portions of Section 308 amended, with other amendments contained within Sections 2.2.270, 2.2.280, and 2.2.290.

Various portions of Section 308 of the International Building Code (with other amendments contained within Sections 2.2.270, 2.2.280, and 2.2.290), are amended to read as follows:

308.3.1 A facility such as the above with ten or fewer persons shall be classified as a Group R-3 or shall comply with the International Residential Code.

308.3.2 A facility such as above, housing at least eleven and not more than 16 persons,

shall be classified as Group R-4.

308.4.1 Five or fewer persons receiving care. A facility such as the above with five or fewer persons receiving such care shall be classified as Group R-3 or shall comply with the International Residential Code.

308.6.4 Ten or fewer persons receiving care in a dwelling unit. A facility such as the above within a dwelling unit and having ten or fewer persons receiving custodial care shall be classified as Group R-3, or shall comply with the International Residential Code.

SECTION 22.

Sec. 2.2.300. – Section 310.1 amended (formerly) *is amended to read as follows:*

~~*310.1 Residential Group R.* Residential Group R includes, among others, the use of a building or structure, or a portion thereof, for sleeping purposes when not classified as an Institution Group I or when not regulated by the *International Residential Code* in accordance with Section 101.2. Residential occupancies shall include the following:~~

~~R-1 Residential occupancies containing sleeping units where the occupants are primarily transient in nature, including:~~

~~Boarding houses (transient)~~

~~Hotels (transient)~~

~~Motels (transient)~~

~~R-2 Residential occupancies containing sleeping units or more than two dwelling units where the occupancies are primarily permanent in nature, including:~~

~~Apartment houses~~

~~Boarding houses (not transient)~~

~~Convents~~

~~Dormitories~~

~~Fraternities and sororities~~

~~Hotels (nontransient)~~

~~Vacation timeshare properties~~

~~Congregate living facilities with 16 or fewer occupants are permitted to comply with the construction requirements for Group R-3.~~

~~R-3 Residential occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:~~

~~Buildings that do not contain more than two dwelling units.~~

~~Adult facilities that provide accommodations for ten or fewer persons of any age for less than 24 hours.~~

~~Child care facilities that provide accommodations for ten or fewer persons of any age for less than 24 hours.~~

~~Congregate living facilities with 16 or fewer persons.~~

~~Adult and child care facilities that are within a single-family home are permitted to comply with the *International Residential Code.*~~

~~R-4 Residential occupancies shall include buildings arranged for occupancy as residential care/assisted living facilities including more than ten but not more than 16 occupants, excluding staff.~~

~~Group R-4 occupancies shall meet the requirements for construction as defined for Group R-3, except as otherwise provided for in this Code, or shall comply with the *International Residential Code.*~~

Sec. 2.2.300. - Section 310.5 amended.

Section 310.5 of the International Building Code, is amended to read as follows:

310.5 Residential Group R-3. Residential occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

Buildings that do not contain more than two dwelling units

Boarding houses (nontransient) with 10 or fewer occupants

Care facilities that provide accommodations for ten or fewer persons receiving care

Congregate living facilities (nontransient) with 16 or fewer occupants

Congregate living facilities (transient) with 10 or fewer occupants

310.5.1 Care facilities within a dwelling. Care facilities for ten or fewer persons receiving care that are within a single-family dwelling are permitted to comply with the International Residential Code.

SECTION 23.

Sec. 2.2.318. – Section 310.6 amended *is created and reads as follows:*

Sec. 2.2.318. – Section 310.6 amended.

Section 310.6 of the International Building Code, is amended to read as follows:

310.6 Residential Group R-4. This occupancy shall include buildings, structures or portions thereof for more than ten but not more than 16 persons, excluding staff, who reside on a 24-hour basis in a supervised residential environment and receive custodial care. The persons receiving care are capable of self-preservation. This group shall include, but not be limited to, the following:

Alcohol and drug centers

Assisted living facilities

Congregate care facilities

Convalescent facilities

Group homes

Halfway homes

Residential board and custodial care facilities

Social rehabilitation facilities

SECTION 24.

Sec. 2.2.320. – Section 406.2.2 amended *is amended to read as follows:*

Section 406.2.2 of the International Building Code, is amended to read as follows:

~~406.2.2 Clear height. The clear height of each floor level in vehicle and pedestrian traffic areas shall not be less than 7 feet (2134 mm). Vehicle and pedestrian areas accommodating van-accessible parking required by the guidelines of the Americans with Disabilities Act (ADA) must have a minimum clear height of 98 inches to and on each level accommodating van accessible parking and meet all provisions of Americans with Disabilities Act Accessibility Guideline (ADAAG) 4.6.5.~~

406.2.2 Clear height. The clear height of each floor level in vehicle and pedestrian traffic areas shall not be less than 7 feet (2134 mm). Vehicle and pedestrian areas accommodating van-accessible parking required by the guidelines of the Americans with Disabilities Act (ADA) must have a minimum clear height of 98 inches to and on each level accommodating van accessible parking and meet all provisions of Americans with Disabilities Act Accessibility Guideline (ADAAG) 502.5.

SECTION 25.

Sec. 2.2.330. – Section 408.3.1 amended *is amended to read as follows:*

Section 408.3.1 of the International Building Code, is amended to read as follows:

408.3.1 Door width. Doors to resident sleeping units shall have a clear width of not less than 32 inches (813 mm).

SECTION 26.

Sec. 2.2.340. – Section 412.2.1 amended (formerly) *is amended to read as follows:*

Sec. 2.2.340. – Section 412.4.1 amended.

~~Section 412.2.1 of the International Building Code, is amended to read as follows:~~

~~412.2.1 Exterior walls. Exterior walls located less than 25 feet (7692 mm) from property lines, lot lines or a public way shall have a fire-resistance rating not less than 2 hours.~~

Section 412.4.1 of the International Building Code, is amended to read as follows:

412.4.1 Exterior walls. Exterior walls located less than 25 feet (7692 mm) from property lines, lot lines or a public way shall have a fire-resistance rating not less than 2 hours.

SECTION 27.

Sec. 2.2.360. – Section 4112.2.6 amended (formerly) *is amended to read as follows:*

~~Section 412.2.6 of the International Building Code, is amended to read as follows:~~

~~[F] *412.2.6 Fire suppression*. Aircraft hangars shall be provided with fire suppression as required by NFPA 409. Aircraft Maintenance Hangar shall be defined as any of following: major disassembling, inspection, and reassembling of aircraft; repair of aircraft; modification of the aircraft, rebuilding of structural damage, correction of a system malfunction or replacement of a major component; aircraft painting or paint removal; aircraft engine overhaul and maintenance; welding operations; and aircraft fuel tank or system repair or cleaning. Aircraft Storage Hangar shall be defined as any of following: Routine service checks, corrections of flight crew complaints, and minor repair and maintenance preformed while the aircraft is routinely in out-of-flight status.~~

~~*Exceptions:* 1. Aircraft Maintenance Hangars, shall not require an automatic sprinkler and foam-extinguishing system where the fire area does not exceed 17,500 square feet (1626 m^2) and the following conditions are met:~~

~~a. The hangar access door height of 28 feet (8.5m) or less.~~

~~b. The building is protected by an approved Monitored Optical Fire Detection System throughout.~~

~~2. Aircraft Storage Hangars, shall not require an automatic sprinkler and foam-extinguishing system where the fire area does not exceed 26,000 square feet (2416 m²) and the following conditions are met:~~

~~a. The hangar access door height of 28 feet (8.5m) or less.~~

~~b. The building is protected by an approved Monitored Optical Fire Detection System throughout.~~

~~3. Group II hangers as defined in NFPA 409 storing private aircraft are exempt from foam suppression requirements.~~

Sec. 2.2.360. - Section 412.4.6 amended.

Section 412.4.6 of the International Building Code, is amended to read as follows:

[F] 412.4.6 Fire suppression. Aircraft hangers shall be provided with a fire suppression system designed in accordance with NFPA 409, based upon the classification for the hanger given in Table 412.4.6.

Exception: In the City of Wichita jurisdiction, Group II and III hangers, operated by a fixed base operator used for storage of transient aircraft only, shall have a fire suppression system where the square footage used for aircraft storage exceeds 1.5 times the fire area noted in Table 412.4.6, but the system is exempt from foam requirements. In the Sedgwick County jurisdiction, aircraft hangars shall have a fire suppression system when the square footage exceeds 26,000 square feet.

SECTION 28.

Sec. 2.2.365. – Sections 421—421.3.4, 421.4-421.6 (formerly) *is amended to read as follows:*

~~Section 421, 421.1, 421.2, 421.3, 421.3.1, 421.3.2, 421.3.3, 421.3.4, 421.4, 421.5, 421.6, 421.7 and 421.8 of the International Building Code is hereby created to read as follows:~~

~~*421 Occupancies.* Live/work units shall be classified as a Group R-2 occupancy. Separation requirements found in Section 508 shall not apply within the live/work unit when the live/work unit is in compliance with Section 419. High hazard and storage occupancies shall not be permitted in a live/work unit. The aggregate area of storage in the nonresidential portion of the live/work unit shall be limited to 10 percent of the space dedicated to nonresidential activities. 421.1 General. A live/work unit is a dwelling unit or sleeping unit in which a significant portion of the space includes a nonresidential use that is operated by the tenant and shall comply with sections 419.1 through 419.8.~~

~~*Exception:* Dwelling or sleeping units that include an office that is less than 10 percent of the area of the dwelling unit shall not be classified as a live/work unit.~~

~~*421.2 Limitations.* The following shall apply to all live/work areas:~~

~~1. The live/work unit is permitted to be a maximum of 3,000 square feet;~~

~~2. The nonresidential area is permitted to be a maximum 50 percent of the area of each live/work unit;~~

~~3. The nonresidential area function shall be limited to the first or main floor only of the live/work unit; and~~

~~4. A maximum of five nonresidential workers or employees are allowed to occupy the nonresidential area at any one time.~~

~~*421.3 Means of Egress.* Except as modified by this section, the provisions for Group R-2 occupancies in Chapter 10 shall apply to the entire live/work unit.~~

~~*421.3.1 Egress Capacity*. The egress capacity for each element of the live/work unit shall be based on the occupant load for the function served in accordance with Table 1004.1.1.~~

~~*421.3.2 Sliding Doors.* Where doors in a means of egress are of the horizontal sliding type, the force to slide the door to its fully open position shall not exceed 50 pounds with a perpendicular force against the door of 50 pounds.~~

~~*421.3.3 Spiral Stairs.* Spiral stairs that conform to the requirements of Section 1009.8 shall be permitted.~~

~~*421.3.4 Locks.* Egress doors shall be permitted to be locked in accordance with Exception 4 of Section 1008.1.8.3.~~

~~*421.4 Vertical Openings.* Floor openings between floor levels of a live/work unit are permitted without enclosure.~~

~~*421.5 Fire Protection.* The live/work unit shall be provided with a monitored fire alarm system where required by Section 907.2.9 and an automatic sprinkler system in accordance with Section 903.2.7 as amended.~~

~~*421.6 Structural.* Floor loading for the area within a live/work unit shall be designed to conform to Table 1607.1 based on the function within the space.~~

~~*421.7 Accessibility*. Accessibility shall be designed in accordance with Chapter 11.~~

~~*421.8 Ventilation.* The applicable requirements of the International Mechanical Code shall apply to each area within the live/work unit for the function within that space.~~

Sec. 2.2.365. – Section 423.1.1 amended.

Sec. 423.1.1 of the International Building Code, is amended to read as follows:

423.1.1 Storm shelters: Scope. When a room or area is represented by a manufacturer or builder as a storm shelter, or is a designated location of refuge by an owner/user of a structure, the shelter shall meet one the following requirements:

1. For a shelter with less than 12 occupants, the shelter may be constructed using the provisions of the current addition of FEMA 320 "Taking Shelter From The Storm".

2. For a shelter with 12 or more occupants, the shelter shall be designed by a licensed design professional in accordance with FEMA 361 "Design And Construction Guidance Of Community Shelters," editions 1 or 2. A licensed engineer shall seal a certificate to be posted on the inside of each shelter stating it was designed in accordance with FEMA 361.

3. Storm shelters constructed in accordance with ICC-500.

SECTION 29.

Sec. 2.2.460. – Section 705.1 amended (formerly) *is amended to read as follows:*

~~**Sec. 2.2.460. - Section 705.1 amended.**~~

~~Section 705.1 of the International Building Code, is amended to read as follows:~~

~~705.1 General. Each portion of a building separated by one or more fire walls that comply with the provisions of this section shall be considered a separate building. The extent and location of such fire walls shall provide a complete separation. Where a fire wall also separates occupancies that are required to be separated by a fire barrier wall, the most restrictive requirements of each separation shall apply.~~

~~Exceptions:~~

~~1. Area separation walls constructed prior to the adoption of the 2000 Edition of the International Building Code may be increased in length by not more than 25 percent of the length of the existing wall, not to exceed 30 feet. The method of construction and fire rating of the additional wall length shall be in general conformance to that of the existing wall.~~

~~2. Where building separation is required by the adopted electrical code to allow for multiple electrical services, the firewall may be constructed in accordance with the provisions of a two-hour fire barrier per Section 706. If the fire wall coincides with that of a required fire barrier, then the most restrictive requirement shall apply. For allowable area purposes, the building is considered as one structure with no benefit from the fire wall.~~

Sec. 2.2.460. - Section 706.1 amended.

Section 706.1 of the International Building Code, is amended to read as follows:

706.1 General. Each portion of a building separated by one or more fire walls that

comply with the provisions of this section shall be considered a separate building. The extent and location of such fire walls shall provide a complete separation. Where a fire wall also separates occupancies that are required to be separated by a fire barrier wall, the most restrictive requirements of each separation shall apply.

Exceptions:

1. Area separation walls constructed prior to the adoption of the 2000 Edition of the International Building Code may be increased in length by not more than 25 percent of the length of the existing wall, not to exceed 30 feet. The method of construction and fire rating of the additional wall length shall be in general conformance to that of the existing wall.

2. Where building separation is required by the adopted electrical code to allow for multiple electrical services, the firewall may be constructed in accordance with the provisions of a two-hour fire barrier per Section 707. If the fire wall coincides with that of a required fire barrier, then the most restrictive requirement shall apply. For allowable area purposes, the building is considered as one structure with no benefit from the fire wall.

SECTION 30.

Sec. 2.2.480. – Section 715.5.7.2 amended (formerly) *is amended to read as follows:*

~~**Sec. 2.2.480. - Section 715.5.7.2 amended.**~~

~~Section 715.5.7.2 of the International Building Code, is amended to read as follows:~~

~~*715.5.7.2 Size limitations*. The total area of windows shall not exceed 25 percent of the area of a common wall with any room.~~

~~Exception: Window openings of unlimited area may be glazed with approved fixed laminated glass, subject to the following conditions:~~

~~1. The glass shall be protected by a sprinkler system served by a domestic line and equipped with listed quick-response sprinklers approved by the Fire Department. The sprinkler system shall completely wet the entire surface of the glass wall when activated.~~

~~2. The laminated glass shall be in a gasketed non-combustible frame as installed that the glazing system may deflect without breaking (loading) the glass before the sprinkler system operates.~~

~~3. Obstructions such as curtain rods, drapery traverse rods, curtains, drapes or similar materials shall not be installed between the sprinkler and the glass. For the purpose of this section, non-combustible doors with approved fixed laminated~~

~~glass may be considered as window openings, when subjected to the above conditions. The above doors shall comply with Section 715.4.7 and 715.4.7.1.~~

Sec. 2.2.480. - Section 716.6.7.2 amended.

Section 716.6.7.2 of the International Building Code, is amended to read as follows:

716.6.7.2 Size limitations. The total area of windows shall not exceed 25 percent of the area of a common wall with any room.

Exception: Window openings of unlimited area may be glazed with approved fixed laminated glass, subject to the following conditions:

1. The glass shall be protected by a sprinkler system served by a domestic line and equipped with listed quick-response sprinklers approved by the Fire Department. The sprinkler system shall completely wet the entire surface of the glass wall when activated.

2. The laminated glass shall be in a gasketed non-combustible frame as installed that the glazing system may deflect without breaking (loading) the glass before the sprinkler system operates.

3. Obstructions such as curtain rods, drapery traverse rods, curtains, drapes or similar materials shall not be installed between the sprinkler and the glass. For the purpose of this section, non-combustible doors with approved fixed laminated glass may be considered as window openings, when subjected to the above conditions. The above doors shall comply with Section 716.5.9 and 716.5.9.1.

SECTION 31.

Sec. 2.2.500. – Chapter 9, Section 901.6 amended – Inspection, testing and maintenance (formerly) *is amended to read as follows:*

~~**Sec. 2.2.500. – Chapter 9, Section 901.6 amended – Inspection, testing and maintenance.**~~

~~**In the jurisdiction of the City of Wichita:**~~

~~Chapter 9, Section 901.6 of the International Building Code, 2006 Edition, is amended to read as follows:~~

~~**Section 901.6 Inspection, testing and maintenance.** Fire detection, alarm and extinguishing systems shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Non-required fire protection systems and equipment shall be inspected, tested and maintained or removed. Installation and alterations to fire detection, alarm and extinguishing systems shall be done in accordance~~

~~with applicable standards and shall be performed by a NICET II Wichita Licensed Fire Protection Contractor.~~

~~**In the jurisdiction of Sedgwick County:**~~

~~Article 12, Section 901.6.3 of the International Fire Code, 2003 Edition, is added to read as follows:~~

~~*Authorized Inspectors, test and maintenance personnel*. No person or business entity shall inspect, test or maintain any system regulated by this section unless said person or business entity is a licensed fire protection contractor who has passed an appropriate examination. The International Code Council test for general contractors in the state of Kansas (ICC address of 5360 S. Workman Mill Rd. Whittier, CA 90601) or the "Block Test" administered by Experior (address of 2100 NW 53rd Ave. Gainesville, FL 32653), are designated as the standard examinations for determining the qualifications of person seeking licensure.~~

~~Those persons who were licensed as required by the Department of Code Enforcement on December 31, 2003, and whose license has not subsequently lapsed or been suspended or revoked, shall not be required to pass any such examination. Those persons not so licensed on that date, shall be at least a NICET Level II Fire Protection Contractor.~~

Sec. 2.2.500. – Section 901.5 amended – Inspection, testing and maintenance.

In the jurisdiction of the City of Wichita:

Section 901.5 of the International Building Code, 2012 Edition, is amended to read as follows:

Section 901.5 Inspection, testing and maintenance. Fire detection, alarm and extinguishing systems shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Non-required fire protection systems and equipment shall be inspected, tested and maintained or removed. Installation and alterations to fire detection, alarm and extinguishing systems shall be done in accordance with applicable standards and shall be performed by a NICET II or IMSA or approved equivalent certified Wichita Licensed Fire Protection Contractor.

Required test and inspection records shall be submitted within 30 days of testing and inspection to the fire code official in such form and by such means as directed by the fire code official and Department Policy. A third party vendor will manage the records. Any data management fees charged by third party administrator to process, store and report such documentation, shall be the responsibility of the party submitting the report. Reports submitted otherwise than in accordance with this section may not be accepted by the fire code official.

In the jurisdiction of Sedgwick County:

Article 12, Section 901.5. of the International Building Code, 2012 Edition, is added to read as follows:

Authorized Inspectors, test and maintenance personnel. No person or business entity shall inspect, test or maintain any system regulated by this section unless said person or business entity is a licensed fire protection contractor who has passed an appropriate examination. The International Code Council test for general contractors in the state of Kansas (ICC address of 5360 S. Workman Mill Rd. Whittier, CA 90601) or the "Block Test" administered by Experior (address of 2100 NW 53rd Ave. Gainesville, FL 32653), are designated as the standard examinations for determining the qualifications of person seeking licensure.

Those persons who were licensed as required by the Department of Code Enforcement on December 31, 2003, and whose license has not subsequently lapsed or been suspended or revoked, shall not be required to pass any such examination. Those persons not so licensed on that date, shall be at least a NICET Level II Fire Protection Contractor.

SECTION 32.

Sec. 2.2.520. – Section 903.2.1.2 amended *is amended to read as follows:*

Section 903.2.1.2 of the International Building Code, is amended to read as follows:

~~*[F] 903.2.1.2 Group A-2.* An automatic sprinkler system shall be provided for Group A-2 occupancies where one of the following conditions exists:~~

~~1. The fire area exceeds 5,000 square feet (465 m²);~~

~~2. The fire area has an occupant load of 300 or more; or~~

~~3. The fire area is located on a floor other than a level of exit discharge.~~

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided for Group A-2 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet (464.5 m^2);

2. The fire area has an occupant load of 300 or more in Sedgwick County jurisdiction, or 100 in the City of Wichita jurisdiction. Exception available in the City of Wichita jurisdiction – the occupant load may go to 300 people if a 3rd exit or fire alarm is added that is approved by the MABCD Director.

3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

SECTION 33.

Sec. 2.2.555. – Section 903.2.3.1 created (formerly) *is amended to read as follows:*

~~**Sec. 2.2.555. – Section 903.2.3.1 created.**~~

~~Section 903.2.3.1 of the International Building Code, is amended to read as follows:~~

~~*903.2.3.1 Woodworking operations*. An automatic sprinkler system shall be provided throughout all Group F-1 occupancy fire areas that contain woodworking operations which generate finely divided combustible waste or use finely divided combustible materials.~~

~~*EXCEPTION*: A room or the aggregate area of rooms containing woodworking operations within a fire area, as defined by the International Building and Fire Codes, where the area is 2,500 square foot (232 m^2) or less. Walls that define the rooms that contain the wood working operations shall be of non-combustible construction.~~

Sec. 2.2.555. – Section 903.2.4.1 amended.

Section 903.2.4.1 of the International Building Code, is amended to read as follows:

903.2.4.1 Woodworking operations. An automatic sprinkler system shall be provided throughout all Group F-1 occupancy fire areas that contain woodworking operations in excess of 2,500 square feet in area (232 m^2) which generate finely divided combustible waste or use finely divided combustible materials.

Exception: A room or the aggregate area of rooms containing woodworking operations within a fire area, as defined by the International Building and Fire Codes, where the area is 2,500 square foot (232 m^2) or less. Walls which define rooms containing a wood working operation shall be of non-combustible construction. All doors shall have self-closing devices and any windows shall be fixed closed. All openings shall be maintained closed.

SECTION 34.

Sec. 2.2.560. – Section 903.2.7 amended (formerly) *is amended to read as follows:*

~~**Sec. 2.2.560. – Section 903.2.7 amended.**~~

~~Section 903.2.7 of the International Building code, is amended to read as follows:~~

~~*[F] Section 903.2.7 Group R*. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.~~

~~Exceptions:~~

~~1. Apartment buildings of four units or less.~~

~~2. Group R-3 occupancies as regulated by this Code.~~

Sec. 2.2.560. – Section 903.2.8 amended.

Section 903.2.8 of the International Building code, is amended to read as follows:

Section 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exceptions:

One- or two-family dwelling unit.

Dwelling units in three-& four- family dwellings separated from each other by wall and/or floor assemblies having not less than a 2-hour fire-resistance rating. Fire-resistance-rated floor/ceiling & wall assemblies shall extend to and be tight against an exterior wall, and wall assemblies shall extend from the foundation to the underside of the roof sheathing.

The roof shall be a minimum of class C roof covering, and the roof decking or sheathing is of non-combustible materials or approved fire-retardant-treated wood for a distance of four feet on each side of the wall or walls. There shall be no penetrations through this area of the roof deck or sheathing.

Where buildings, or portions thereof, are arranged above or below adjacent units, an automatic sprinkler system shall be provided throughout all units.

SECTION 35.

Sec. 2.2.570. – Section 903.2.8 deleted (formerly) *is amended to read as follows:*

~~**Sec. 2.2.570. – Section 903.2.8 deleted.**~~

~~Section 903.2.8 of the International Building Code, is deleted.~~

~~In the unincorporated area of Sedgwick County, including the small cities under contract for inspection services Section 903.2.8 is amended to read as follows:~~

~~*[F] 903.2.8 Group S-1.* An automatic sprinkler system shall be provided throughout all buildings where the fire area containing a Group S-1 occupancy exceeds the basic allowable area for the construction type per Table 503 for the remaining construction types; or where more than three stories in height; or where the combined fire area on all floors, including mezzanines, exceed double the basic allowable areas for the~~

~~construction type per Table 503.~~

Sec. 2.2.570. – Section 903.2.9 amended.

Section 903.2.9 of the International Building Code, is amended to read as follows:

[F] 903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 12,000 square feet (1115 m^2).

   Exception: In the City of Wichita jurisdiction, a Group II or III aircraft hangar, as defined by NFPA 409, operated by a fixed base operator used for storage of transient aircraft only where the fire area exceeds 18,000 square feet (1672 m^2). See International Building Code Section 412.4.6.2 for fire area allowances for ancillary uses. In the Sedgwick County jurisdiction, aircraft hangars shall have a fire suppression system when the square footage exceeds 26,000 square feet.

2. A Group S-1 fore area is located more than three stories above grade plane.

3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m^2).

4. A Group S-1 fire area used for the storage of commercial trucks or busses where the fire area exceeds 5,000 square feet (464 m^2).

5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m^2).

SECTION 36.

Sec. 2.2.600. – Section 903.2.10.1.1 amended (formerly) *is amended to read as follows:*

~~**Sec. 2.2.600. - Section 903.2.10.1.1 amended.**~~

~~Section 903.2.10.1.1 of the International Building Code, is amended to read as follows:~~

~~*[F] 903.2.10.1.1 Opening dimensions and access*. Openings shall have a minimum dimension of not less than 30 inches (762 mm) in width and 48 inches (1219 mm) in height. Such openings shall be accessible to the fire department from the exterior and shall not be obstructed in a manner that fire fighting or rescue cannot be accomplished from the exterior.~~

Sec. 2.2.600. - Section 903.2.11.1.1 amended.

Section 903.2.11.1.1 of the International Building Code, is amended to read as follows:

[F] 903.2.11.1.1 Opening dimensions and access. Openings shall have a minimum dimension of not less than 30 inches (762 mm) in width and 48 inches (1219 mm) in height. Such openings shall be accessible to the fire department from the exterior and shall not be obstructed in a manner that fire fighting or rescue cannot be accomplished from the exterior.

SECTION 37.

Sec. 2.2.665. – Section 903.3.1.2.1 created (formerly) *is amended to read as follows:*

~~**Sec. 2.2.665. - Section 903.3.1.2.1 created.**~~

~~Section 903.3.1.2.1 of the International Building Code, is amended to read as follows:~~

~~*[F] 903.3.1.2.1 Balconies and decks.* Sprinkler protection shall be provided for exterior balconies, decks and ground floor patios of dwelling units where the building is of Type V construction, provided there is a roof or deck above. Sidewall sprinklers that are used to protect such areas shall be permitted to be located such that their deflectors are within 1 inch (25 mm) to 6 inches (152 mm) below the structural members and a maximum distance of 14 inches (356 mm) below the deck of the exterior balconies and decks that are constructed of open wood construction.~~

Sec. 2.2.665. - Section 903.2.11.3 amended.

In the jurisdiction of the City of Wichita

Section 903.2.11.3 of the International Building Code shall be adopted as written.

In the jurisdiction of Sedgwick County

Section 903.2.11.3 of the International Building Code is amended to read as follows:

903.2.11.3 Buildings of 30 feet or more in height. An automatic sprinkler system shall be installed throughout buildings with a floor level having an occupant load of 30 or more that is located 30 feet or more above the lowest level of fire department vehicle access.

Exceptions:

1. Airport control towers.

2. Open parking structure.

3. Occupancies in F-2 structures.

SECTION 38.

Sec. 2.2.680. – Chapter 9, Section 903.3.7 amended – Fire department connections (formerly) *is amended to read as follows:*

~~**Section 903.3.7 of the International Building Code, is applicable within the city limits of the City of Wichita.**~~

~~Chapter 9, Section 903.3.7 of the International Fire Code, 2006 Edition, is amended to read as follows:~~

~~**Section 903.3.7 – Fire department connections.** The location of fire department hose connections shall be approved by the fire code official. The maximum distance shall be 150 feet (45 720 mm) from a fire hydrant. The required hydrant shall be no closer than 40 feet (12 192 mm) to the structure.~~

Sec. 2.2.680. – Section 903.3.7 amended – fire department connections.

Section 903.3.7 is amended and reads as follows:

In the jurisdiction of the City of Wichita

The location of fire department hose connections shall be approved by the fire code official. The maximum distance shall be 150 feet from a fire hydrant. The required hydrant shall be no closer than 40 feet to the structure.

SECTION 39.

Sec. 2.2.720. – Section 907.2.3 amended *is amended to read as follows:*

~~Section 907.2.3 of the International Building Code, is amended to read as follows:~~

~~*[F] 907.2.3 Group E.* An automatic fire alarm system with smoke detection in accordance with provisions set forth in KAR 22-1.3 and (Current edition) NFPA 101 Life Safety Code Section 16.3.4 shall be installed in Group E occupancies.~~

~~In the unincorporated area of Sedgwick County, including the small cities under contract for inspection services Section 907.2.10.1.2 is amended to read as follows:~~

~~*[F] 907.2.10.1.2 Groups R-2, R-3, R-4 and I-1.* Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1, regardless of occupant load at all of the following locations:~~

~~1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.~~

~~2. In each room used for sleeping purposes except in Group R-3 occupancies.~~

~~3. In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.~~

~~In the unincorporated area of Sedgwick County, including the small cities under contract for inspection services Section 907.2.10.1.4 is amended to read as follows:~~

~~*Section 907.2.10.1.4*. Additions, alterations or repairs to Group R shall be amended to read as follows:~~

~~Where an addition, alteration or repair to an individual dwelling unit or guestrooms in Group R requires a permit, smoke alarms shall be installed within that individual dwelling unit or guestrooms in accordance with this section. Where one or more sleeping rooms are added to or created in an existing Group R, smoke alarms shall be installed in accordance with this section.~~

~~*Exception:* Smoke alarms located in an existing individual dwelling unit, sleeping room or guestroom may remain as previously approved unless the addition, alteration or repair results in the removal of interior wall or ceiling finishes exposing the structure within the sleeping area. In all cases, smoke alarms shall comply with Section 907.2.10.2.~~

Section 907.2.3 of the International Building Code, is amended to read as follows:

907.2.3 Group E. An automatic fire alarm system with smoke detection in accordance with provisions set forth in current KAR 22-1.3 and (Current edition) NFPA 101 Life Safety Code Section shall be installed in Group E occupancies.

SECTION 40.

Sec. 2.2.730. – Group I-4 created (formerly) *is amended to read as follows:*

~~**Sec. 2.2.730. - Group I-4 created.**~~

~~*Group I-4.* Group I-4 occupancies shall be equipped with an automatic fire alarm system with smoke detection in accordance with provisions set forth in KAR 22-1.3 and (Current edition) NFPA 101 Life Safety Code Section 16.3.4.~~

Sec. 2.2.730. – Section 907.2.6.4 created.

Group I-4. Group I-4 occupancies shall be equipped with an automatic fire alarm system with smoke detection in accordance with provisions set forth in current Kansas Administrative Regulations and the NFPA 101 Life Safety Code Section 16.3.4, as amended.

SECTION 41.

Sec. 2.2.740. – Section 910.2.1 amended *is amended to read as follows:*

~~*[F] 910.2.1 Group F-1 or S-1.* Buildings and portions thereof used as Group F-1 or S-1 occupancy having more than 50,000 square feet (4645 m²) in undivided area.~~

~~Exceptions:~~

~~1. Group S-1 aircraft repair hangars.~~

~~2. Areas completely separated by non-combustible partitions so that no one area exceeds 50,000 square feet (4645 m²). Openings shall be provided with approved automatic or self-closing devices to ensure closure of the opening.~~

Section 910.2.1 of the International Building Code, is amended to read as follows:

910.2.1 Group F-1 or S-1. Buildings and portions thereof used as Group F-1 or S-1 occupancy having more than 50,000 square feet (4645 m2) in undivided area.

Exceptions:

1. Group S-1 aircraft repair hangars.

2. Areas completely separated by non-combustible partitions so that no one area exceeds 50,000 square feet (4645 m2). Openings shall be provided with approved automatic or self- closing devices to ensure closure of the opening.

SECTION 42.

Sec. 2.2.750. – Section 910.3.5 amended (formerly) *is amended to read as follows:*

~~Section 910.3.5 of the International Building Code, is amended to read as follows:~~

~~*910.3.5 Draft curtains.* Where required by Table 910.3, draft curtains shall be provided in accordance with this section. The requirement for curtain boards in buildings designed to accommodate high-piled stock, as defined by the International Fire Code, shall be in accordance with IFC Table 2306.2.~~

~~Exception: Where areas of buildings are equipped with ESFR sprinklers, draft curtains shall not be provided within these areas. Draft curtains shall only be provided at the separation between the ESFR sprinklers and the conventional sprinklers.~~

Sec. 2.2.750. – Section 912.2.1 amended.

Section 912.2.1 of the International Building Code, is hereby amended to read as follows:

912.2.1 Visible location. Fire department connections shall be located on the street side of buildings, fully visible and recognizable from the street or nearest point of fire department vehicle access or as otherwise approved by the fire chief. In addition, a

horn/strobe device shall be installed directly above the Fire Department connection and shall activate in conjunction with the fire alarm system.

For the Sedgwick County Jurisdiction, all references to Chapter 11 of the International Building Code are deleted.

SECTION 43.

Sec. 2.2.760. – Section 1003.5 amended *is amended to read as follows:*

~~Section 1003.5 of the International Building Code, is amended to read as follows:~~

~~*1003.5 Elevation change*. Where changes in elevation of less than 12 inches (305 mm) exist in the means of egress, sloped surfaces shall be used. Where the slope is greater than one unit vertical in 20 units horizontal (5-percent slope), ramps complying with Section 1010 shall be used. Where the difference in elevation is 6 inches (152 mm) or less, the ramp shall meet the requirements of the Americans with Disability Act ("ADA").~~

~~Exceptions:~~

~~1. A single step with a maximum riser height of 7 inches (178 mm) is permitted for buildings with occupancies in Groups F, H, R-2 and R-3 and Group S and U at exterior doors not required to be accessible by the Americans with Disabilities Act ("ADA") or locations served by a ramp meeting the requirements of the Americans with Disabilities Act ("ADA").~~

~~2. A stair with a single riser or with two risers and a tread is permitted at locations not required to the accessible by the Americans with Disabilities Act ("ADA"), provided that the risers and treads comply with Section 1009.3, the minimum depth of the tread is 13 inches (330 mm) and at least one handrail complying with Section 1012 is provided within 30 inches (762 mm) of the centerline of the normal path of egress travel on the stair.~~

~~3. A step is permitted in aisles serving seating that has a difference in elevation less than 12 inches (305 mm) at locations not required to the accessible by the Americans with Disabilities Act ("ADA"), provided that the risers and treads comply with Section 1025.11 and aisle is provided with a handrail complying Section 1025.13.~~

~~Any change in elevation in a corridor serving nonambulatory persons in Group I-2 occupancy shall be by means of a ramp or sloped walkway.~~

Section 1003.5 of the International Building Code, is amended to read as follows:

1003.5 Elevation change. Where changes in elevation of less than 12 inches (305 mm) exist in the means of egress, sloped surfaces shall be used. Where the slope is greater than one unit vertical in 20 units horizontal (5-percent slope), ramps complying with Section 1010 shall be used. Where the difference in elevation is 6 inches (152 mm) or less, the ramp shall meet the requirements of the Americans with Disability Act ("ADA").

Exceptions:

1. A single step with a maximum riser height of 7 inches (178 mm) is permitted for buildings with occupancies in Groups F, H, R-2 and R-3 and Group S and U at exterior doors not required to be accessible by the Americans with Disabilities Act ("ADA") or locations served by a ramp meeting the requirements of the Americans with Disabilities Act ("ADA").

2. A stair with a single riser or with two risers and a tread is permitted at locations not required to the accessible by the Americans with Disabilities Act ("ADA"), provided that the risers and treads comply with Section 1009.7, the minimum depth of the tread is 13 inches (330 mm) and at least one handrail complying with Section 1012 is provided within 30 inches (762 mm) of the centerline of the normal path of egress travel on the stair.

3. A step is permitted in aisles serving seating that has a difference in elevation less than 12 inches (305 mm) at locations not required to the accessible by the Americans with Disabilities Act ("ADA"), provided that the risers and treads comply with Section 1028.11 and aisle is provided with a handrail complying with Section 1028.13.

Any change in elevation in a corridor serving non-ambulatory persons in Group I-2 occupancy shall be by means of a ramp or sloped walkway.

SECTION 44.

Sec. 2.2.770. – Chapter 10, Section 1004.1 amended – Design occupant load (formerly) *is amended to read as follows:*

~~Chapter 10, Section 1004.1 of the International Fire Code, 2006 Edition, is amended to read as follows:~~

~~**[B] Section 1004.1 Design occupant load.** In determining means of egress requirements, the number of occupants for whom means of egress facilities shall be provided shall be determined in accordance with this section. Where occupants from accessory areas egress through a primary space, the calculated occupant load for the primary space shall include the total occupant load of the primary space plus the number of occupants aggressing though it from the accessory area. See Chapter 1, Section 107.6 – Overcrowding for exceeding the designed.~~

Sec. 2.2.770. – Section 1004.1 amended.

Section 1004.1 of the International Building Code, is amended to read as follows:

Section 1004.1 Design occupant load. In determining means of egress requirements, the number of occupants for whom means of egress facilities shall be provided shall be determined in accordance with this section. Where occupants from accessory areas egress

through a primary space, the calculated occupant load for the primary space shall include the total occupant load of the primary space plus the number of occupants eggressing though it from the accessory area. Within the city limits of Wichita, see the 2012 International Fire Code, Chapter 1, Section 107.6 as amended by the City of Wichita.

SECTION 45.

Sec. 2.2.790. – Section 1006.4 amended (formerly) *is amended to read as follows:*

~~Section 1006.4 of the International Building Code, is amended to read as follows:~~

~~*1006.4 Performance of system.* Emergency lighting facilities shall be arranged to provide initial illumination that is at least an average of 1 foot-candle (11 lux) and a minimum at any point of 0.1 foot-candle (1 lux) measured along the path of egress at floor level. A licensed Electrical Engineer shall certify such system.~~

~~Exception: Emergency lighting facilities shall be placed at intervals not to exceed 50 feet (15240 mm) on center or 25 feet (7620 mm) in any one direction along the path of egress. Obstructions or changes in direction or exit travel shall be considered the conclusion of the emergency light facility.~~

Sec. 2.2.790. - Section 1006.3.1 amended.

Section 1006.3.1 of the International Building Code, is amended to read as follows:

1006.3.1 Performance of system. Emergency lighting facilities shall be arranged to provide initial illumination that is at least an average of 1 foot-candle (11 lux) and a minimum at any point of 0.1 foot-candle (1 lux) measured along the path of egress at floor level. A licensed Electrical Engineer shall certify such system.

Exception: Emergency lighting facilities shall be placed at intervals not to exceed 50 feet (15240 mm) on center or 25 feet (7620 mm) in any one direction along the path of egress. Obstructions or changes in direction or exit travel shall be considered the conclusion of the emergency light facility.

SECTION 46.

Sec. 2.2.830. – Section 1008.1.1 amended *is amended to read as follows:*

Section 1008.1.1 of the International Building Code, is amended to read as follows:

~~*1008.1.1 Size of doors.* The minimum width of each door opening shall be sufficient for the occupant load thereof and shall provide a clear width of not less than 32 inches (813 mm). Clear openings of doorways with swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees (1.57 rad). Where this section requires a minimum clear width of 32 inches (813 mm) and a door opening includes two door leaves without a mullion, one leaf shall provide a clear opening width of 32 inches (813 mm). The maximum width of a swinging door leaf shall be 48 inches (1219 mm) nominal. Means of~~

~~egress doors in a Group I-2 occupancy used for the movement of beds shall provide a clear width not less than 41.5 inches (1054 mm). The height of doors shall not be less than 80 inches (2032 mm).~~

~~Exceptions:~~

~~1. The minimum and maximum width shall not apply to door openings that are not part of the required means of egress in Group R-2 and R-3 occupancies.~~

~~2. Door opening to resident sleeping unit in Group I-3 occupancies shall have a clear width of not less 32 inches (711 mm).~~

~~3. Door openings to storage closets less than 10 square feet (0.93 m^2) in area shall not be limited by the minimum width.~~

~~4. Width of door leafs in revolving doors that comply with Section 1008.1.3.1 shall not be limited.~~

~~5. Door openings within a dwelling unit or sleeping unit shall not be less than 78 inches (1981 mm) in height.~~

~~6. Exterior door openings in dwelling units and sleeping units, other than the required exit door, shall not be less than 76 inches (1930 mm) in height.~~

~~7. In other than Group R-1 occupancies, the minimum widths shall not apply to interior egress doors within a dwelling unit or sleeping unit that is not required to be an Accessible unit, Type A unit or Type B unit.~~

~~8. Door openings required to be accessible within Type B units shall have a minimum clear width of 32 inches (813 mm).~~

1008.1.1 Size of doors. The minimum width of each door opening shall be sufficient for the occupant load thereof and shall provide a clear width of not less than 32 inches (813 mm). Clear openings of doorways with swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees (1.57 rad). Where this section requires a minimum clear width of 32 inches (813 mm) and a door opening includes two door leaves without a mullion, one leaf shall provide a clear opening width of 32 inches (813 mm). The maximum width of a swinging door leaf shall be 48 inches (1219 mm) nominal. Means of egress doors in a Group I-2 occupancy used for the movement of beds shall provide a clear width not less than 41.5 inches (1054 mm). The height of doors shall not be less than 80 inches (2032 mm).

Exceptions:

1. The minimum and maximum width shall not apply to door openings that are not part of the required means of egress in Group R-2 and R-3 occupancies.

2. Door opening to resident sleeping unit in Group I-3 occupancies shall have a clear width of not less 32 inches (711 mm).

3. Door openings to storage closets less than 10 square feet (0.93 m^2) in area shall not be limited by the minimum width.

4. Width of door leafs in revolving doors that comply with Section 1008.1.4.1 shall not be limited.

5. Door openings within a dwelling unit or sleeping unit shall not be less than 78 inches (1981 mm) in height.

6. Exterior door openings in dwelling units and sleeping units, other than the required exit door, shall not be less than 76 inches (1930 mm) in height.

7. In other than Group R-1 occupancies, the minimum widths shall not apply to interior egress doors within a dwelling unit or sleeping unit that is not required to be an Accessible unit, Type A unit or Type B unit.

8. Door openings required to be accessible within Type B units shall have minimum clear width of 32 inches (813 mm).

SECTION 47.

Sec. 2.2.850. – Section 1008.1.4 amended (formerly) *is amended to read as follows:*

~~Section 1008.1.4 of the International Building Code, is amended to read as follows:~~

~~*1008.1.4 Floor Elevation.* There shall be floor or landing on each side of a door. Such floor or landing shall be at the same elevation on each side of the door. Landings shall be level except for exterior landings, which are permitted to have a slope not to exceed 1 vertical to 50 horizontal (2 percent slope).~~

~~*Exceptions:*~~

~~1. Doors serving individual dwelling units Groups R-2 and R-3 where the following apply:~~

~~1.1 A door is permitted to open at the top step of an interior flight of stairs, provided the door does not swing over the top step.~~

~~1.2 Screen doors and storm doors are permitted to swing over stairs or landings.~~

~~1.3 A door is permitted to open at the top step of a flight of interior stairs in an attached garage, provided the door does not swing over the top step.~~

~~1.4 A door is permitted to open at the top step of a flight of exterior stairs from a patio, provided there are no more than four risers.~~

~~2. Exterior doors as provided for in Section 1003.5, Exception 1, and Section 1018.2, which are not on an accessible route.~~

~~3. In Group R-3 occupancies not required to be Accessible units, Type A units or Type B units, the landing at an exterior doorway shall not be more than 8 inches (203.2 mm) below the top of the threshold, provided the door, other than an exterior storm or screen door, does not swing over the landing.~~

~~4. Variations in elevation due to differences in finish materials, but not more than 0.5 inch (12.7 mm).~~

~~5. Exterior decks, patios or balconies that are part of Type B dwelling units, have impervious surfaces and that are not more than 4 inches (102 mm) below the finished floor level of the adjacent interior space of the dwelling unit.~~

~~6. Doors, gates and panels that serve as access points to building equipment rooms that are not normally occupied, except where serving the following:~~

~~a. Electrical rooms with equipment rated 1,200 amperes or more and over 6 feet (1829 mm) wide that contain overcurrent devices, switching devices or control devices (See IBC Section 1008.1.10).~~

~~b. Rooms or spaces having a floor area larger than 1,000 square feet (93 m^2), containing a refrigerant evaporator and maintained at a temperature below 680°F (200°C) (see IBC Section 1015.5).~~

Sec. 2.2.850. - Section 1008.1.5 amended.

Section 1008.1.5 of the International Building Code, is amended to read as follows:

1008.1.5 Floor Elevation. There shall be floor or landing on each side of a door. Such floor or landing shall be at the same elevation on each side of the door. Landings shall be level except for exterior landings, which are permitted to have a slope not to exceed 1 vertical to 48 horizontal (2-percent slope).

Exceptions:

1. Doors serving individual dwelling units Groups R-2 and R-3 where the following apply:

   1.1 A door is permitted to open at the top step of an interior flight of stairs, provided the door does not swing over the top step.

   1.2 Screen doors and storm doors are permitted to swing over stairs or landings.

   1.3 A door is permitted to open at the top step of a flight of interior stairs in an attached garage, provided the door does not swing over the top step.

   1.4 A door is permitted to open at the top step of a flight of exterior stairs from a patio, provided there are no more than four risers.

2. Exterior doors as provided for in Section 1003.5, Exception 1, and Section 1020.2, which are not on an accessible route.

3. In Group R-3 occupancies not required to be Accessible units, Type A units or Type B units, the landing at an exterior doorway shall not be more than 8 inches (203.2 mm) below the top of the threshold, provided the door, other than an exterior storm or screen door, does not swing over the landing.

4. Variations in elevation due to differences in finish materials, but not more than 0.5 inch (12.7 mm).

5. Exterior decks, patios or balconies that are part of Type B dwelling units, have impervious surfaces and that are not more than 4 inches (102 mm) below the finished floor level of the adjacent interior space of the dwelling unit.

6. Doors, gates and panels that serve as access points to building equipment rooms that are not normally occupied, except where serving the following:

6.1. Electrical rooms with equipment rated 1,200 amperes or more and over 6 feet (1829 mm) wide that contain overcurrent devices, switching devices or control devices (See International Building Code Section 1008.1.10).

6.2. Rooms or spaces having a floor area larger than 1,000 square feet (93 m^2), containing a refrigerant evaporator and maintained at a temperature below 68°F (20°C) (see International Building Code Section 1015.5).

SECTION 48.

Sec. 2.2.860. – Section 1008.1.5 amended (formerly) *is amended to read as follows:*

~~Section 1008.1.5 of the International Building Code, is amended to read as follows:~~

~~*1008.1.5 Landings at doors.* Landings shall have a width not less than the width of the stairway or the door, whichever is greater. Doors in the fully open position shall not reduce a required dimension by more than 7 inches (178 mm). When a landing serves an occupant load of 50 or more, doors in any position shall not reduce the landing to less than one-half its required width. Landings shall have a length measured in the direction of travel of not less than 48 inches (1219 mm) and shall comply with the Americans with Disabilities Act.~~

~~Exception: Landings length in the direction of travel in Groups R-3 and U and within individual units of Group R-2 need not exceed 36 inches (914 mm).~~

Sec. 2.2.860. - Section 1008.1.6 amended.

Section 1008.1.6 of the International Building Code, is amended to read as follows:

1008.1.6 Landings at doors. Landings shall have a width not less than the width of the

stairway or the door, whichever is greater. Doors in the fully open position shall not reduce a required dimension by more than 7 inches (178 mm). When a landing serves an occupant load of 50 or more, doors in any position shall not reduce the landing to less than one-half its required width. Landings shall have a length measured in the direction of travel of not less than 48 inches (1219 mm) and shall comply with the Americans with Disabilities Act.

Exception: Landing lengths in the direction of travel in Groups R-3 and U and within individual units of Group R-2 are not required to exceed 36 inches (914 mm).

SECTION 49.

Sec. 2.2.890. – Section 1008.1.8.9 amended (formerly) *is amended to read as follows:*

~~Section 1008.1.8.9 of the International Building Code is hereby amended to read as follows:~~

~~*1008.1.8.9 Electromagnetically Locked Egress Doors*. Doors in the means of egress that are not otherwise required to have panic doors in buildings with an occupancy in Group A, B, E, M, R-1, or R-2 and doors to tenant spaces in Group A, B, E, M, R-1 or R-2 shall be permitted to be electromagnetically locked if equipped with listed hardware that incorporates a built-in switch and meets the requirements listed below:~~

~~1. The listed hardware that is affixed to the door leaf has an obvious method of operation that is readily operated under all lighting conditions.~~

~~2. The listed hardware is capable of being operated with one hand.~~

~~3. Operation of the listed hardware releases to the electromagnetic lock and unlocks the door immediately.~~

~~4. Loss of power to the listed hardware automatically unlocks the door.~~

Sec. 2.2.890. - Section 1008.1.10 amended.

Section 1008.1.10 of the International Building Code, is amended to read as follows:

1008.1.10 Panic and fire exit hardware. Doors serving a Group H occupancy and doors serving rooms or spaces with an occupant load of 50 or more in a Group A or E occupancy shall not be provided with a lock or latch unless it is panic hardware.

Exception: A main exit of a Group A occupancy in compliance with Section 1008.1.9.3, Item 2.

Rooms with equipment rated 800 amperes or more that contain overcurrent devices, switching devices or control devices with a personnel door(s) intended for entrance to and egress from the working space less than 25 feet from the nearest edge of the of the working space, the doors shall be equipped with listed panic hardware. The doors shall open in the direction of egress travel.

Unapproved hardware. Any hardware added to a door, gate or turnstile that prevents or alters the intended operation of the door, gate or turnstile shall not be permitted.

SECTION 50.

Sec. 2.2.920. – Section 1009.10 amended (formerly) *is amended to read as follows:*

~~Section 1009.10 of the International Building Code, is amended to read as follows:~~

~~*1009.10 Handrails.* Stairways shall have handrails on each side and shall comply with Section 1012. Where glass is used to provide the handrail, the handrail shall also comply with Section 2407.~~

~~Exceptions:~~

~~1. Aisle stairs complying with Section 1025 provided with a center handrail need not have additional handrails.~~

~~2. Stairways within dwelling units, spiral stairways and aisle stairs serving seating only on one side are permitted to have a handrail on one side only.~~

~~3. Decks, patios and walkways that have a single change in elevation where the landing depth on each side of the change of elevation is greater than what is required for a landing do not require handrails.~~

~~4. In Group R-3 occupancies, a change in elevation consisting of a single riser at an entrance or egress door does not require handrails.~~

~~5. Changes in room elevations of only one riser do not require handrails.~~

Sec. 2.2.920. - Section 1009.15 amended.

Section 1009.15 of the International Building Code, is amended to read as follows:

1009.15 Handrails. Stairways shall have handrails on each side and shall comply with Section 1015. Where glass is used to provide the handrail, the handrail shall also comply with Section 2407.

Exceptions:

1. Aisle stairs complying with Section 1028 provided with a center handrail need not have additional handrails.

2. Stairways within dwelling units, spiral stairways and aisle stairs serving seating only on one side are permitted to have a handrail on one side only.

3. Decks, patios and walkways that have a single change in elevation where the landing depth on each side of the change of elevation is greater than what is

required for a landing do not require handrails.

4. In Group R-3 occupancies, a change in elevation consisting of a single riser at an entrance or egress door does not require handrails.

5. Changes in room elevations of only one riser do not require handrails.

SECTION 51.

Sec. 2.2.930. – Section 1009.12 created (formerly) *is amended to read as follows:*

~~Section 1009.12 of the International Building Code, is created to read as follows:~~

~~*1009.12 Access to equipment rooms and areas.* Room and areas containing equipment that must be accessed for maintenance are not required to be accessed by a stairway. Access compliance to equipment rooms and areas is subject to provisions of other adopted standards of the Metropolitan Area Building Code Department and that of OSHA.~~

Sec. 2.2.930. - Section 1009.18 created.

Sec. 1009.18 of the International Building Code, is created to read as follows:

1009.18 Access to elevator equipment rooms and areas. Room and areas containing equipment that must be accessed for maintenance must meet the requirements set forth in ANSI-A17.1 as adopted by the MABCD Elevator Code.

Access to equipment rooms and areas other than elevator equipment rooms and areas. Room and areas containing equipment that must be accessed for maintenance are not required to be accessed by a stairway. Access compliance to equipment rooms and areas is subject to provisions of other adopted standards of the MABCD and that of OSHA.

Exception: a landing or floor is not required if stair access is provided.

SECTION 52.

Sec. 2.2.950. – Section 1011.1 *is amended to read as follows:*

Section 1011.1 of the International Building Code, is amended to read as follows:

~~*1011.1 Where required.* Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. Access to exits shall be marked by readily visible exit signs in cases where the exit or the path of egress travel is not immediately visible to the occupants. Exit sign placement shall be such that no point in a corridor is more than 100 feet (30480 mm) or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign. Exit signs required at doors shall not be located more than 12 feet (3,658 mm) above the finish floor, nor more than 2 feet (610 mm) from either edge of door.~~

~~Exceptions:~~

~~1. Exit signs are not required in rooms or areas that require only one exit or exit access.~~

~~2. Main exterior exit doors or gates that are obviously and clearly identifiable as exits need not have exit signs where approved by the building official.~~

~~3. Exit signs are not required in sleeping areas in occupancies in Group U and individual sleeping units or dwelling units in Group R-1, R-2 or R-3.~~

~~4. Exit signs are not required in sleeping areas in occupancies in Group I-3.~~

~~5. In occupancies in Groups A-4 and A-5, exit signs are not required on the seating side of vomitories or openings into seating areas where exit signs are provided in the concourse that are readily apparent from the vomitories. Egress lighting is provided to identify each vomitory or opening within the seating area in an emergency.~~

1011.1 Where required. Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. Intervening means of egress doors within exits shall be marked by exit signs. Access to exits shall be marked by readily visible exit signs in cases where the exit or the path of egress travel is not immediately visible to the occupants. Exit sign placement shall be such that no point in a corridor is more than 100 feet (30480 mm) or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign. Exit signs required at doors shall not be located more than 12 feet (3,658 mm) above the finish floor, nor more than 2 feet (610 mm) from either edge of door.

Exceptions:

1. Exit signs are not required in rooms or areas that require only one exit or exit access.

2. Main exterior exit doors or gates that are obviously and clearly identifiable as exits need not have exit signs where approved by the building official.

3. Exit signs are not required in sleeping areas in occupancies in Group U and individual sleeping units or dwelling units in Group R-1, R-2 or R-3.

4. Exit signs are not required in sleeping areas in occupancies in Group I -

5. In occupancies in Groups A-4 and A-5, exit signs are not required on the seating side of vomitories or openings into seating areas where exit signs are provided in the concourse that are readily apparent from the vomitories. Egress lighting is provided to identify each vomitory or opening within the seating area in an emergency.

SECTION 53.

Sec. 2.2.1070. – Section 1101.2 amended *is amended to read as follows:*

~~Section 1101.2 of the International Building Code, is amended to read as follows:~~

~~*1101.2 Design.* Buildings and facilities shall be designed and constructed to be accessible in accordance with the current guidelines of the Americans with Disabilities Act ("ADA"), except as modified by this chapter. The exclusion of private clubs and religious entities from accessibility requirements referenced in ADA does not apply. Accessible routes shall coincide with or be located in the same area as a general circulation path. Where the circulation path is interior, the accessible route shall also be interior. The provisions of this section are not intended to substitute or alleviate greater levels of accessibility that may be required on projects involving governmental funding or which require approval by other governmental agencies. Nor are the provisions of this section intended to reduce or eliminate any of the provisions of the Americans with Disabilities Act as established by federal law.~~

~~Exceptions:~~

~~1. Floors or portions not customarily occupied, including, but not limited to, elevator pits; observation galleries used primarily for security purposes; elevator penthouses; nonoccupiable spaces accessed only by ladders, catwalks, crawl spaces or freight elevators; and equipment catwalks; and machinery, mechanical and electrical equipment rooms.~~

~~2. Subject to the approval of the building official, areas where work cannot reasonably be performed by persons having severe impairment (mobility, sight or hearing) need not provide accessibility to such persons. Approval is contingent upon receipt of a letter from the employer's Personnel Department, along with a job description and qualifications statement from the employer, adequate to show that the employer has specified that the work cannot be reasonably performed by a person having a severe impairment (mobility, sight or hearing).~~

~~3. Temporary structures, sites and equipment directly associated with the construction process such as construction site trailers, scaffolding, bridging or material hoists are not required to be accessible. This exception does not include walkways or pedestrian protection required by Chapter 33.~~

~~4. Subject to the approval of the building official, private clubs and religious entities may appeal accessibility provisions under International Building Code Section 104.10 and 104.11.~~

~~5. Facilities for children may be designed in accordance with the Accessibility Guidelines for Children's Facilities; Proposed Rule dated July 22, 1996 in lieu of ADA guidelines. Specific elements, such as restroom stalls, will require full compliance with whichever guideline is selected by the designer.~~

~~Side reach range. If the clear space allows for a parallel approach by a person in a wheelchair, the maximum high side reach allowed shall be 48 inches (1220 mm) and the low side reach shall be no less than 15 inches (380 mm) above the floor.~~

~~Water closet flush controls. Flush controls for water closets shall be automatic or mounted on the wide side of toilet areas no more 44 inches (1120 mm) above the floor.~~

~~**City of Wichita Jurisdiction Only**~~

Section 1101.2 of the International Building Code, is amended to read as follows:

1101.2 Design. Buildings and facilities shall be designed and constructed to be accessible in accordance with the current guidelines of the Americans with Disabilities Act ("ADA"), except as modified by this chapter. The exclusion of private clubs and religious entities from accessibility requirements referenced in ADA does not apply. Accessible routes shall coincide with or be located in the same area as a general circulation path. Where the circulation path is interior, the accessible route shall also be interior. The provisions of this section are not intended to substitute or alleviate greater levels of accessibility that may be required on projects involving governmental funding or which require approval by other governmental agencies. Nor are the provisions of this section intended to reduce or eliminate any of the provisions of the Americans with Disabilities Act as established by federal law.

Multi-unit dwellings. In Group R, Division 2 apartment buildings and townhomes where there are four or more dwelling units in a single structure, all dwelling units shall comply with the current Accessibility Guidelines of the Fair Housing Act.

Exceptions:

1. Subject to the approval of the building official, areas where work cannot reasonably be performed by persons having severe impairment (mobility, sight or hearing) need not provide accessibility to such persons. Approval is contingent upon receipt of a letter from the employer's Personnel Department, along with a job description and qualifications statement from the employer, adequate to show that the employer has specified that the work cannot be reasonably performed by a person having a severe impairment (mobility, sight or hearing).

2. Temporary structures, sites and equipment directly associated with the construction process such as construction site trailers, scaffolding, bridging or material hoists are not required to be accessible. This exception does not include walkways or pedestrian protection required by Chapter 33.

3. Subject to the approval of the building official, private clubs and religious entities may appeal accessibility provisions under International Building Code Section 104.10 and 104.11.

In Group A occupancies, an accessible unisex toilet room shall be provided where an aggregate of six or more male and female water closets are required. This accessible unisex toilet room is in addition to all other accessible restrooms required by the Americans with Disabilities Act ("ADA"). In buildings of mixed occupancy, only those water closets required for the Group A occupancy shall be used to determine the accessible unisex toilet room requirement.

(a) Location. The accessible unisex toilet room shall be located on an accessible route and not located more than one story above or below separate sex toilet facilities.

The accessible route from any separate sex toilet facilities to an accessible unisex toilet room shall not exceed 500 feet. Additionally, in passenger transportation facilities and airports, the accessible route from separate sex toilet facilities to an accessible unisex toilet room shall not pass through security checkpoints. If the location of the unisex restroom is not within sight of or adjacent to the separate facilities, then provide signage indicating the location of the unisex facility.

(b) Clear floor space. When doors swing into an accessible unisex toilet room, a clear floor space not less than 30 inches by 48 inches shall be provided, within the room, beyond the area of the door swing. The wheelchair turning space as required by Section 304.3of the Americans with Disabilities Act ("ADA") shall be maintained without reduction.

SECTION 54.

Sec. 2.2.1140. – Parking space design *is amended to read as follows:*

~~*Parking Space Design*. Effective on or after January 1, 2006 for building permits reviewed and issued for new construction projects/development that require or provide new parking; new, expanded or re-constructed parking lots; or parking lots that are being restriped as part of a building permit, all accessible parking spaces shall be designed and installed in accordance with the "Universal Parking Design" standards of Appendix Section A4.6.3 of the Americans with Disabilities Act Accessibility Guidelines, as amended.~~

City of Wichita Jurisdiction Only

Parking Space Design. Effective on or after January 1, 2006 for building permits reviewed and issued for new construction projects/development that require or provide new parking; new, expanded or re-constructed parking lots; or parking lots that are being restriped as part of a building permit, all accessible parking spaces shall be designed and installed in accordance with the "Universal Parking Design" standards, which requires all accessible parking stalls to be eleven foot wide with a five foot wide access aisle. All other ADA parking standards apply accordingly.

SECTION 55.

Sec. 2.2.1180. – Section 1503.4 amended *is amended to read as follows:*

Section 1503.4 of the International Building Code, is amended to read as follows:

~~*1503.4 Roof drainage, condensate drainage and waste water*. Design and installation of roof drainage systems shall comply with Article 3 of this Code and the provisions of this Section. Roofs shall be sloped a minimum of 1 unit vertical in 48 units horizontal (2-percent slope) for drainage unless designed by a licensed engineer for water accumulation. Unless roofs are sloped to drain over roof edges, primary piped roof drains or wall scuppers shall be installed at each low point of the roof. Roof drains (including primary and secondary piped drains and primary and secondary wall scuppers) shall be sized and discharged in accordance with~~

~~Article 3 of this Code. The storm drainage 60-minute duration rate, based on a 100-year return (maximum rate of rainfall), for Wichita has been determined by the building official to 3.9 inches (99 mm). Roof drainage water from a building shall not be allowed to flow over public or private property, unless permitted by an approved drainage agreement or easement. Discharge from mechanical equipment condensate drains and any other waste water and roof down spouts shall not discharge onto a pedestrian walking surface. A Storm Water Quality Compliance Statement is required to be filed with the MABCD for discharges, other than storm water, that flow to storm water drainage systems.~~

1503.4 Roof drainage, condensate drainage and waste water. Design and installation of roof drainage systems shall comply with Article 3 of this Code and the provisions of this Section. Roofs shall be sloped a minimum of 1 unit vertical in 48 units horizontal (2-percent slope) for drainage unless designed by a licensed engineer for water accumulation. Unless roofs are sloped to drain over roof edges, primary piped roof drains or wall scuppers shall be installed at each low point of the roof. Roof drains (including primary and secondary piped drains and primary and secondary wall scuppers) shall be sized and discharged in accordance with Article 3 of this Code. The storm drainage 60-minute duration rate, based on a 100-year return (maximum rate of rainfall), for Wichita has been determined by the building official to 3.9 inches (99 mm). Roof drainage water from a building shall not be allowed to flow over public or private property, unless permitted by an approved drainage agreement or easement. Discharge from mechanical equipment condensate drains and any other waste water and roof down spouts shall not discharge onto a pedestrian walking surface. A Storm Water Quality Compliance Statement is required to be filed with the MABCD for discharges, other than storm water, that flow to storm water drainage systems.

SECTION 56.

Sec. 2.2.1190. – Section 1503.4.1 created (formerly) *is amended to read as follows:*

~~Section 1503.4.2 of the International Building Code, is created to read as follows:~~

~~*1503.4.2 Secondary scuppers.* Secondary scuppers shall be installed with the flow line 2 inches (51 mm) maximum above the low point of the roof and shall not have an opening dimension of less than 4 inches (102 mm). Secondary scuppers shall be located minimum 4 feet (1219 mm) horizontally from primary scuppers and primary piped roof drains. Conductor heads installed at secondary wall scuppers shall include an unobstructed opening in the face of the conductor head at least equal in area to the secondary wall scupper opening and shall not have an opening dimension of less than 4 inches (102 mm), or the top of the conductor head shall be installed 2 inches (51 mm) above the low point of the roof. The flow through the primary system shall not be considered when locating and sizing scuppers.~~

Sec. 2.2.1190. - Section 1503.4.2 created.

Section 1503.4.2 of the International Building Code, is created to read as follows:

1503.4.2 Secondary scuppers. Secondary scuppers shall be installed with a flow line 2

inches (51 mm) maximum above the low point of the roof and shall not have an opening dimension of less than 4 inches(102mm). Secondary scuppers shall be located a minimum 4 feet (1219 mm) horizontally from primary scuppers and primary piped roof drains. Conductor heads installed at the secondary wall scuppers shall include an unobstructed opening in the face of the conductor head at least equal in area to the secondary wall scupper opening and shall not have an opening dimension of less than 4 inches (102 mm), or the top of the conductor head shall be installed 2 inches (51 mm) above the low point of the roof. The flow through the primary system shall not be considered when locating and sizing scuppers.

Exception: For canopies draining through a perimeter gutter, into sloped gutters, and into drains at the column, the low point of the roof shall be considered the bottom of gutter beneath the canopy. Secondary drains shall not be required to meet the 4 inch opening dimension and a 1 inch or greater height opening will be allowed provided that a Kansas licensed engineer provide calculations per the Plumbing Code within the Unified Building and Trade Code to show that the primary and secondary drainage requirements are met.

SECTION 57.

Sec. 2.2.1220. – Section 1607.11.2.1 amended (formerly) *is amended to read as follows:*

Sec. 2.2.1220. - Section 1607.12.2.1 amended.

Section 1607.12.2.1 of the International Building Code, is amended to read as follows:

1607.12.2.1 Flat, pitched and curved roofs. Ordinary flat, pitched and curved roofs shall be designed for the minimum live loads of 20 pounds per square foot or other controlling combinations of loads in Section 1605, which ever produces the greater load. In structures, where special scaffolding is used as a work surface for workers and materials during maintenance and repair operations, a lower roof load than specified above shall not be used unless approved by the building official. Greenhouses shall be designed for a minimum roof live load of 12 psf (0.58 kN/m^2).

SECTION 58.

Sec. 2.2.1230. – Section 1608.2 amended *is amended to read as follows:*

~~*1608.2 Ground snow loads*. The ground snow load for Wichita has been determined by the building official to be 15 psf (0.72 kN/m^2).~~

Section 1608.2 of the International Building Code, is amended to read as follows:

1608.2 Ground snow loads. The ground snow load for MABCD jurisdiction has been determined by the building official to be 15 psf (0.72 kN/m^2).

SECTION 59.

Sec. 2.2.1280. - Section 1612.1 amended *is amended to read as follows:*

Section 1612.1 of the International Building Code, is amended to read as follows:

~~Section 1612.1 of the International Building Code, is amended to read as follows:~~

~~*1612.1 General.* Within any areas as established in Chapter 27.04 of the Code of the City of Wichita (Known as the "Wichita Flood Damage Prevention Code"), all new construction of buildings, structures and portions of buildings and structures, including substantial improvements and restoration of substantial damage to buildings and structures, shall comply with the Wichita Flood Damage Prevention Code.~~

~~In the unincorporated area of Sedgwick County, including the small cities under contract for inspection services Section 1612.1 is amended to read as follows:~~

~~The provisions of this chapter shall apply to all areas of special flood hazard within the unincorporated areas of Sedgwick County, Kansas.~~

City of Wichita Jurisdiction

1612.1 General. Within any areas as established in Chapter 27.04 of the Code of the City of Wichita (Known as the "Wichita Flood Damage Prevention Code"), all new construction of buildings, structures and portions of buildings and structures, including substantial improvements and restoration of substantial damage to buildings and structures, shall comply with the Wichita Flood Damage Prevention Code.

Sedgwick County Jurisdiction

The provisions of this chapter shall apply to all areas of special flood hazard within the unincorporated areas of Sedgwick County, Kansas as directed in Sedgwick County Resolution No. 14-2007, as amended, and found at Sec. 13-1, *et seq*. within the Sedgwick County Code.

SECTION 60.

Sec. 2.2.1330. – Section 1613.5.3 amended (formerly) *is amended to read as follows:*

Sec. 2.2.1330. – Section 1613.3.3 amended.

Section 1613.3.3 of the International Building Code is amended to read as follows:

~~*1613.5.3 Site coefficients and adjusted maximum considered earthquake spectral response acceleration parameters.* The maximum considered earthquake spectral response acceleration for short periods, S_{ms}, and at 1-second period, S_{m1}, for Wichita has been determined by the building official to be 0.14 and 0.056 respectively.~~

1613.3.3 Site coefficients and adjusted maximum considered earthquake spectral response acceleration parameters. The maximum considered earthquake spectral response acceleration for short periods, S_{ms}, and at 1-second period, S_{m1}, for the MABCD jurisdiction area has been determined by the building official to be 0.14 and 0.056 respectively.

SECTION 61.

Sec. 2.2.1350. – Section 1702.1 amended *is amended to read as follows:*

Section 1702.1 of the International Building Code, is amended to read as follows:

~~*1702.1 General.* The following words and terms shall, for the purposes of this chapter and as used elsewhere in this Code, have the meanings shown herein.~~

~~*APPROVED AGENCY.* An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved.~~

~~*APPROVED FABRICATOR.* An established and qualified person, firm or corporation approved by the building official pursuant to Chapter 17 of the Code of the City of Wichita.~~

~~*CERTIFICATE OF COMPLIANCE.* A certificate stating that materials and products meet specified standards or that work was done in compliance with approved construction documents.~~

~~*DESIGNATED SEISMIC SYSTEM.* Those architectural, electrical and mechanical systems and their components that require design in accordance with Chapter 13 of ASCE 7 and for which component importance factor, I_p, is greater than 1 in accordance with Section 13.1.3 of ASCE 7.~~

~~*FABRICATED ITEM.* Structural, load-bearing or lateral load-resisting assemblies consisting of materials assembled prior to installation in building or structure or subjected to operations such as heat treatment, thermal cutting, cold working or reforming after manufacture and prior to installation in a building or structure. Materials produced in accordance with standard specifications referenced by this Code, such as rolled structural steel shapes, steel-reinforcing bars, masonry units and wood structural panels shall not be considered "fabricated items."~~

~~*INSPECTION CERTIFICATE.* An identification applied on a product by an approved agency containing the name of the manufacturer, the function and performance characteristics, and the name and identification of an approved agency that indicates that the product or material has been inspected and evaluated by an approved agency (see Section 1703.5 and "Label," "Manufacturer's designation" and "Mark").~~

~~*LABEL.* An identification applied on a product by the manufacturer that contains the name of the manufacturer, the function and performance characteristics of the product or material, and the name and identification of an approved agency and that indicates that the representative sample of the product or material has been tested and evaluated by an approved agency (see Section 1703.5 and "Inspection certificate," "Manufacturer's designation" and "Mark").~~

~~*MAIN WIND-FORCE-RESISTING SYSTEM*. An assemblage of structural elements assigned to provide support and stability for the overall structure. The system generally receives wind loading from more than one surface.~~

~~*MANUFACTURER'S DESIGNATION*. An identification applied on a product by the manufacturer indicating that a product by the manufacturer indicating that a product or material complies with a specified standard or set of rules (see also "Inspection certificate," "Label" and "Mark").~~

~~*MARK*. An identification applied on a product by the manufacturer indicating the name of the manufacturer and the function of a product or material (See also "Inspection certificate," "Label" and "Manufacturer's designation").~~

~~*SPECIAL INSPECTION*. Inspection as herein required of the materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with approved construction documents and referenced standards (see Section 1704).~~

~~*SPECIAL INSPECTION, CONTINUOUS*. The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed.~~

~~*SPECIAL INSPECTION, PERIODIC*. The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work.~~

~~*SPECIAL INSPECTOR*. The owner, building official, and the licensed design engineer shall approve the special inspector. The inspector shall also show competent knowledge to the building official, licensed design engineer, licensed design architect, and owner for those items to receive special inspection. The special inspector shall prevent a conflict of interest by not performing testing of construction materials for which the special inspector is engaged to observe compliance.~~

~~*SPRAYED FIRE-RESISTANT MATERIALS*. Cementations or fibrous materials that are spray applied to provide fire-resistant protection of the substrates.~~

~~*STRUCTURAL OBSERVATION*. The visual observation of the structural system by a registered design professional for general conformance to the approved construction documents at significant construction stages and at completion of the structural system. Structural observation does not include or waive the responsibility for the inspection required by Section 109, 1704 or other sections of this code.~~

1702.1 Definitions. The following words and terms shall, for the purposes of this chapter and as used elsewhere in this Code, have the meanings shown herein.

APPROVED AGENCY. An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved.

APPROVED FABRICATOR. An established and qualified person, firm or corporation

approved by the building official pursuant to MABCD Unified Building & Trade Code.

CERTIFICATE OF COMPLIANCE. A certificate stating that materials and products meet specified standards or that work was done in compliance with approved construction documents.

DESIGNATED SEISMIC SYSTEM. Those architectural, electrical and mechanical systems and their components that require design in accordance with Chapter 13 of ASCE 7 and for which component importance factor, I_p, is greater than 1 in accordance with Section 13.1.3 of ASCE 7.

FABRICATED ITEM. Structural, load-bearing or lateral load-resisting assemblies consisting of materials assembled prior to installation in building or structure or subjected to operations such as heat treatment, thermal cutting, cold working or reforming after manufacture and prior to installation in a building or structure. Materials produced in accordance with standard specifications referenced by this Code, such as rolled structural steel shapes, steel-reinforcing bars, masonry units and wood structural panels shall not be considered "fabricated items."

INTUMESCENT FIRE-RESISTANT COATINGS. Thin film liquid mixture applied to substrates by brush, roller, spray or trowel which expands into a protective foamed layer to provide fire-resistant protection of the substrates when exposed to flame or intense heat.

INSPECTION CERTIFICATE. An identification applied on a product by an approved agency containing the name of the manufacturer, the function and performance characteristics, and the name and identification of an approved agency that indicates that the product or material has been inspected and evaluated by an approved agency (see Section 1703.5 and "Label," "Manufacturer's designation" and "Mark").

LABEL. An identification applied on a product by the manufacturer that contains the name of the manufacturer, the function and performance characteristics of the product or material, and the name and identification of an approved agency and that indicates that the representative sample of the product or material has been tested and evaluated by an approved agency (see Section 1703.5 and "Inspection certificate," "Manufacturer's designation" and "Mark").

MAIN WIND-FORCE-RESISTING SYSTEM. An assemblage of structural elements assigned to provide support and stability for the overall structure. The system generally receives wind loading from more than one surface.

MANUFACTURER'S DESIGNATION. An identification applied on a product by the manufacturer indicating that a product by the manufacturer indicating that a product or material complies with a specified standard or set of rules (see also "Inspection certificate," "Label" and "Mark").

MARK. An identification applied on a product by the manufacturer indicating the name of the manufacturer and the function of a product or material (See also "Inspection certificate," "Label" and "Manufacturer's designation").

MASTIC FIRE-RESISTANT COATINGS. Liquid mixture applied to a substrate by brush, roller, spray or trowel that provides fire-resistant protection of a substrate when exposed to flame or intense heat.

SPECIAL INSPECTION. Inspection as herein required of the materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with approved construction documents and referenced standards (see Section 1704).

SPECIAL INSPECTION, CONTINUOUS. The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed.

SPECIAL INSPECTION, PERIODIC. The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work.

SPECIAL INSPECTOR. The owner, building official, and the licensed design engineer shall approve the special inspector. The inspector shall also show competent knowledge to the building official, licensed design engineer, licensed design architect, and owner for those items to receive special inspection. The special inspector shall prevent a conflict of interest by not performing testing of construction materials for which the special inspector is engaged to observe compliance.

SPRAYED FIRE-RESISTANT MATERIALS. Cementations or fibrous materials that are spray applied to provide fire-resistant protection of the substrates.

STRUCTURAL OBSERVATION. The visual observation of the structural system by a registered design professional for general conformance to the approved construction documents at significant construction stages and at completion of the structural system. Structural observation does not include or waive the responsibility for the inspection required by Section 109, 1704 or other sections of this Code.

SECTION 62.

Sec. 2.2.1360. – Section 1704.1 amended (formerly) *is amended to read as follows:*

~~*1704.1 General.* Where application is made for construction as described in this section, the owner or the registered design professional in responsible charge acting as the owner's agent shall employ one or more special inspectors to provide inspections during construction on the types of work listed under Section 1704. The special inspector shall be a qualified person who shall demonstrate competence, to the satisfaction of the building official, for inspection of the particular type of construction or operation requiring special inspection. These inspections are in addition to the~~

~~inspections specified in Section 109.~~

~~The special inspector shall be a qualified person who shall demonstrate competence, to the satisfaction of the building official, for inspection of the particular type of construction or operation requiring special inspection. The registered design professional in responsible charge and engineers of record involved in the design of the project are permitted to act as the approved agency and their personnel are permitted to act as the special inspector for the work designed by them, provided those personnel meet the qualification requirements of this section to the satisfaction of the building official. The special inspector shall provide written documentation to the building official demonstrating his or her competence and relevant experience or training. Experience or training shall be considered relevant when the documented experience or training is related in complexity to the same type of special inspection activities for projects of similar complexity and material qualities. These qualifications are in addition to the qualifications specified in other sections of this Code.~~

~~*Exceptions:*~~

~~1. Special inspections are not required for work of a minor nature or as warranted by conditions in the jurisdiction as approved by the building official, or as described in items 1.1 thru 1.4 listed below.~~

~~1.1 Buildings and other structures, or additions to existing buildings or structures, where there is a design occupant load of less 500 persons in any one area or room of the new construction or where the total design occupant load of the new construction is less 1,000 persons, as calculated under Section 1004.1.~~

~~1.2 New hospitals and other health care facilities, or additions thereto, having surgery or emergency treatment facilities or capacity for less than 100 residential patients for the new construction area.~~

~~1.3 Buildings or structures, or additions to existing buildings or structures, where the floor area of the new construction is less than 50,000 square feet, or where the height of the exterior building walls are less than 22 feet as measured from the grade plane.~~

~~1.4 Conventional construction for the Wichita, Kansas, area, such as foundations not supported on reinforced concrete piers into weathered shale, etc., or required to obtain some desired or specified ksf allowable bearing.~~

~~2. Special inspections are not required for building components unless the design involves the practice of professional engineering or architecture as defined by applicable state statutes and regulations governing the professional registration and certification of engineers or architects or the building components are fabricated at an AISC Certified Fabricator.~~

~~3. Unless otherwise required by the building official, special inspections are not required for occupancies in Group R-3 as applicable in Section 101.2 and occupancies in Group U that are accessory to a residential occupancy including, but not limited to, those listed in Section 312.1.~~

Sec. 2.2.1360. - Section 1704 amended.

Section 1704 of the International Building Code, is amended to read as follows:

1704 Special inspections. Where application is made for construction as described in this section, the owner or the registered design professional in responsible charge acting as the owner's agent shall employ one or more special inspectors to provide inspections during construction on the types of work listed under Section 1704. The special inspector shall be a qualified person who shall demonstrate competence, to the satisfaction of the building official, for inspection of the particular type of construction or operation requiring special inspection. These inspections are in addition to the inspections specified in Section 110 of the International Building Code.

The special inspector shall be a qualified person who shall demonstrate competence, to the satisfaction of the building official, for inspection of the particular type of construction or operation requiring special inspection. The registered design professional in responsible charge and engineers of record involved in the design of the project are permitted to act as the approved agency, and their personnel are permitted to act as the special inspector for the work designed by them, provided those personnel meet the qualification requirements of this section to the satisfaction of the building official. The special inspector shall provide written documentation to the building official demonstrating his or her competence and relevant experience or training. Experience or training shall be considered relevant when the documented experience or training is related in complexity to the same type of special inspection activities for projects of similar complexity and material qualities. These qualifications are in addition to the qualifications specified in other sections of this Code.

Exceptions:

1. Special inspections are not required for work of a minor nature or as warranted by conditions in the jurisdiction as approved by the building official or as described in items 1.1 thru 1.4 listed below.

   1.1 Buildings and other structures, or additions to existing buildings or structures, where there is a design occupant load of less 500 persons in any one area or room of the new construction or where the total design occupant load of the new construction is less 1,000 persons, as calculated under Section 1004.1.

   1.2 New hospitals and other health care facilities or additions thereto, having surgery or emergency treatment facilities or capacity for less than 100 residential patients for the new construction area.

   1.3 Buildings or structures, or additions to existing buildings or structures, where the floor area of the new construction is less than 50,000 square feet, or where the height of the exterior building walls are less than 22 feet as measured from the grade plane.

1.4 Conventional construction for the Wichita, Kansas, area, such as foundations not supported on reinforced concrete piers into weathered shale, etc., or required to obtain some desired or specified ksf allowable bearing.

2. Special inspections are not required for building components unless the design involves the practice of professional engineering or architecture as defined by applicable state statutes and regulations governing the professional registration and certification of engineers or building components are fabricated at an AAISC Certified Fabricator.

3. Unless otherwise required by the building official, special inspections are not required for occupancies in Group R-3 as applicable in Section 101.2 and occupancies in Group U are accessory to a residential occupancy including, but not limited to, those listed in Section 312.1.

SECTION 63.

Section 2.2.1400. – Section 1805.2.1 amended (formerly) *is amended to read as follows:*

~~*1805.2.1 Frost protection.* Except where otherwise protected from frost, foundations walls, piers and other permanent supports of buildings and structures shall be protected by one or more of the following methods:~~

~~1. Extending below the frost line of the locality. The frost line for the jurisdiction of the MABCD shall be 24 inches (610 mm) below the finish grade;~~

~~2. Construction in accordance with ASCE 32;~~

~~3. Erecting on solid rock.~~

~~Exceptions:~~

~~1. Free-standing buildings meeting all of the following conditions shall not be required to the protected:~~

~~1.1. Classified in Occupancy Category I, in accordance with Section 1604.5;~~

~~1.2. Area of 600 square feet (56 m^2) or less for light-frame construction or 400 square feet (37 m^2) or less for other than light-frame construction; and~~

~~1.3. Eave height of 10 feet (3048 mm) or less.~~

~~2. For other than Group R-2 and R-3 occupancies, a one-story prefabricated building not over 150 square feet (13.94 m^2) in floor area and supported in an approved manner may be attached to a building having a permanent foundation extending below the frost line. The roof and exterior walls of the prefabricated building shall be flashed in an~~

~~approved manner to form a weather-tight seal between structures.~~

~~Footings shall not bear on frozen soil unless such frozen condition is of a permanent character.~~

Sec. 2.2.1400. - Section 1809.5 amended.

Section 1809.5 of the International Building Code, is amended to read as follows:

1809.5 Frost protection. Except where otherwise protected from frost, foundations walls, piers and other permanent supports of buildings and structures shall be protected by one or more of the following methods:

(1) Extending below the frost line of the locality. The frost line for the jurisdiction of the MABCD shall be 24 inches (610 mm) below the finish grade;

(2) Construction in accordance with ASCE 32; and

(3) Erecting on solid rock.

Exceptions:

Free-standing buildings meeting all of the following conditions shall not be required to be protected:

(a) Classified in Occupancy Category I, in accordance with Section 1604.5;

(b) Area of 600 square feet (56 m2) or less for light-frame construction or 400 square feet (37 m2) or less for other than light-frame construction; and

(c) Have height of 10 feet (3048 mm) or less.

For other than Group R-2 and R-3 occupancies, a one-story prefabricated building not over 150 square feet (13.94 m2) in floor area and supported in an approved manner may be attached to a building having a permanent foundation extending below the frost line. The roof and exterior walls of the prefabricated building shall be flashed in an approved manner to form a weather-tight seal between structures.

Footings shall not bear on frozen soil unless such frozen condition is of a permanent character.

SECTION 64.

Section 2.2.1405. – Table 2902.1 amended *is created to read as follows:*

Chapter 29 of the International Building Code, is amended to include the following fixture count tables and section modifications:

Table 2902.1 of the International Building Code, is amended to read as follows:

No.	CLASSIFI-CATION	OCCU-PANCY	DESCRIPTION	WATER CLOSETS MALE[e]	WATER CLOSETS FEMALE	LAVATORIES MALE	LAVATORIES FEMALE	BATHTUBS/ SHOWERS	DRINKING FOUNTAINS[f, g]	OTHER
1	Assembly	A-1[d]	Theaters and other buildings for the performing arts and motion pictures	1 per 125	1 per 65	1 per 200		_____	1 per 500	
		A-2[d]	Nightclubs, bars, taverns, dance halls and buildings for similar purposes	1 per 40	1 per 40	1 per 75		_____	1 per 500	1 service sink
			Restaurants, banquet halls and food courts	1 per 75	1 per 75	1 per 200		_____	1 per 200	1 service sink
1	Assembly	A-3[d, h]	Auditoriums without permanent seating, art galleries, exhibition halls, museums, lecture halls, libraries, arcades and gymnasiums	1 per 125	1 per 65	1 per 200		_____	1 per 500	
			Passenger terminals and transportation facilities	1 per 500	1 per 500	1 per 750		_____	1 per 1,000	
			Places of worship and other religious services	1 per 150	1 per 75	1 per 200		_____	1 per 1,000	
		A-4	Coliseums, arenas, skating rinks, pools and tennis courts for indoor sporting events and activities	1 per 75 for the first 1,500 and 1 per 120 for the re-mainder exceed-ing 1,500	1 per 40 for the first 1,520 and 1 per 60 for the remainder exceeding 1,520	1 per 200	1 per 150	_____	1 per 1,000	
		A-5	Stadiums, amusement parks, bleachers and grandstands for outdoor sporting events and activities	1 per 75 for the first 1,500 and 1 per 120 for the re-mainder exceed-ing 1,500	1 per 40 for the first 1,520 and 1 per 60 for the remainder exceeding 1,520	1 per 200	1 per 150	_____	1 per 1,000	

2	Business	B[h]	Buildings for the transaction of business, professional services, other services involving merchandise, office buildings, banks, light industrial and similar uses	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50	1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80	_____	1 per 100	
3	Educational	E[h]	Educational facilities	1 per 50	1 per 50	_____	1 per 100	
No.	CLASSIFICATION	OCCUPANCY	DESCRIPTION	WATER CLOSETS MALE[e] FEMALE	LAVATORIES MALE FEMALE	BATHTUBS /SHOWERS	DRINKING FOUNTAINS[f, g]	OTHER
4	Factory and industrial	F-1[h] and F-2[h]	Structures in which occupants are engaged in work fabricating, assembly or processing of products or materials	1 per 100	1 per 100		1 per 400	
5	Institutional	I-1	Residential care	1 per 10	1 per 10	1 per 8	1 per 100	
		I-2	Hospitals, ambulatory nursing home patients[b]	1 per room[c]	1 per room[c]	1 per 15	1 per 100	
			Employees, other than residential care[b]	1 per 25	1 per 35	_____	1 per 100	_____
			Visitors, other than residential care	1 per 75	1 per 100	_____	1 per 500	_____
		I-3	Prisons[b]	1 per cell	1 per cell	1 per 15	1 per 100	
		I-3	Reformatories, detention centers and correctional centers[b]	1 per 15	1 per 15	1 per 15	1 per 100	
			Employees[b]	1 per 25	1 per 35	-------	1 per 100	-------
		I-4	Adult day care and child care	1 per 15	1 per 15	_____	1 per 100	
6	Mercantile (see Section 2902.2, 2902.4, 2902.4.1 and 2902.4.2)	M	Retail stores, service stations, shops, salesrooms, markets and shopping centers	1 per 500	1 per 750	_____	1 per 1,000	

7	Residential	R-1	Hotels, motels, boarding houses (transient)	1 per sleeping unit	1 per sleeping uni	1 per sleeping unit	_____	
		R-2	Dormitories, fraternities, sororities and boarding house (not transient)	1 per 10	1 per 10	1 per 8	1 per 100	
		R-2	Apartment house	1 per dwelling unit	1 per dwelling uni	1 per dwelling unit	_____	1 kitchen sink per dwelling unit; 1 automa-tic clothes washer connect-ion per 20 dwelling units
No.	CLASSIFI CA-TION	OCCU-PANCY	DESCRIPTION	WATER CLOSETS MALE[e] FEMALE	LAVATORIES MALE FEMALE	BATHTUBS /SHOWERS	DRINKING FOUNTAINS[f, g]	OTHER
7	Residential	R-3	One- and two-family dwellings	1 per dwelling unit	1 per dwelling uni	1 per dwelling unit	_____	1 kitchen sink per dwelling unit; 1 automatic clothes washer connection per 20 dwelling units
		R-3	Congregate living facilities with 16 or fewer persons	1 per 10	1 per 10	1 per 8	1 per 1oo	1 service sink
		R-4	Residential care/assisted living facilities	1 per 10	1 per 10	1 per 8	1 per 100	
8	Storage	S-1[h] S-2[h]	Structures for the storage of goods, warehouses, storehouses and freight depots, low and moderate hazard	1 per 100	1 per 100		1 per 1,000	

a. The fixtures shown are based on one fixture being the minimum required for the number of persons indicated or any fraction of the number of persons indicated. The number of occupants shall be determined by this code amendment.

b. Toilet facilities for employees shall be separate from facilities for inmates or care recipients.

c. A single-occupant toilet room with one water closet and one lavatory serving not more than two adjacent patient rooms shall be permitted where such room is provided with direct access from each patient room and with provisions for privacy.

d. The occupant load for seasonal outdoor seating and entertainment areas shall be included when determining the minimum number of facilities required.

e. Where urinals are provided, one water closet less than the number specified may be provided for each urinal installed, except the number of water closets in such cases shall not be reduced to less than one half of the minimum specified.

f. Drinking fountains are only required for a business having more than 15 employees. Where drinking water is available at a breakroom or where a bottled water cooler is provided, then either may be substituted for a drinking fountain.

g. Fixtures located in adjacent buildings under the ownership or control of the church, business, educational, factory/industrial, mercantile, or storage occupancy shall be made available during period the church, business, educational, factory/industrial, mercantile, or storage occupancy is occupied. The fixtures shall be located within 500 ft. of the building.

SECTION 65.

Sec. 2.2.1407. – Section 2902.2 amended *is created to read as follows:*

Section 2902.2 of the International Building Code, is amended to read as follows:

2902.2 Separate facilities. Where plumbing fixtures are required, separate facilities shall be provided for each sex.

Exceptions:

1. Separate facilities shall not be required for dwelling units and sleeping units.

2. Separate employee facilities shall not be required in occupancies in which 15 or less are employed.

3. Separate men's and women's restroom facilities shall not be required in dining and/or drinking establishments when the seating capacity is 19 or less.

SECTION 66.

Sec. 2.2.1408. – Section 2902.3 amended *is created to read as follows:*

Section 2902.3 of the International Building Code, is amended to read as follows:

2902.3 Required public toilet facilities. Customers, patrons and visitors shall be provided with public toilet facilities for outdoor activities classified as a group "A" occupancy or structures and tenant spaces intended for public assembly, educational and institutional uses. The accessible route to public facilities shall not pass through kitchens, storage

rooms, closets or similar spaces. The number of plumbing fixtures located within the required toilet facilities shall be provided in accordance with Section 2902.1 for all users. Employee toilet facilities shall either be separate or combined employee and public toilet facilities."

Exception:

Public toilet facilities shall not be required in open or enclosed parking garages. Toilet facilities shall not be required in parking garages where there are no parking attendants.

SECTION 67.

Sec. 2.2.1420. – Section 3002.3 amended *is amended to read as follows:*

Section 3002.3 of the International Building Code, is amended to read as follows:

~~*3002.3 Emergency signs.* An approved pictorial sign of a standardized design shall be posted adjacent to each elevator call station on all floors instructing occupants to use the exit stairways and not to use the elevators in case of fire. The sign shall read: IN FIRE EMERGENCY, DO NOT USE ELEVATOR. USE EXIT STAIRS. The emergency sign shall not be required for elevators that are part of an accessible means of egress complying with Section 1003.2.13.3. Any signs required by the Americans with Disabilities Act Accessibility Guidelines (ADAAG) shall comply with ADAAG 4.30.4 relating to raised and Braille characters and pictorial symbol signs.~~

3002.3 Emergency signs. An approved pictorial sign of a standardized design shall be posted adjacent to each elevator call station on all floors instructing occupants to use the exit stairways and not to use the elevators in case of fire. The sign shall read: IN FIRE EMERGENCY, DO NOT USE ELEVATOR. USE EXIT STAIRS. The emergency sign shall not be required for elevators that are part of an accessible means of egress complying with Section 1007.4. Any signs required by the Americans with Disabilities Act Accessibility Guidelines (ADAAG) shall comply with elevator code related to raised and Braille characters and pictorial symbol signs.

SECTION 68.

Sec. 2.2.1430. – Section 3002.6 amended *is amended to read as follows:*

~~*3002.6 Prohibited doors.* Doors, other than hoistway doors and the elevator car door, shall be prohibited at the point of access to an elevator car. Exception: Doors may be located at the point of access to an elevator car in lieu of an elevator lobby based on the below conditions:~~

~~1. Doors shall be readily openable from the car side without a key, tool, or special knowledge or effort.~~

~~2. Doors into the corridor shall be protected with not less than an automatic-closing, 20-minute door assembly in accordance with Section 715.1, except that:~~

~~2.1. The automatic-closing device shall be limited to an approved magnetic hold-open device released by actuation of a smoke detector or when the elevator's Firefighters Service is activated.~~

~~2.2. The automatic-closing device is provided with a closing or reclosing electrical time delay of not less than 20 seconds nor more than 30 seconds.~~

Section 3002.6 of the International Building Code, is amended to read as follows:

3002.6 Prohibited doors. Doors, other than hoistway doors and the elevator car door, shall be prohibited at the point of access to an elevator car. Exception: Doors may be located at the point of access to an elevator car in lieu of an elevator lobby based on the below conditions:

1. Doors shall be readily openable from the car side without a key, tool, or special knowledge or effort.

2. Doors into the corridor shall be protected with not less than an automatic-closing, 20- minute door assembly in accordance with Section 715.5.3 except that:

   2.1. The automatic-closing device shall be limited to an approved magnetic hold-open device released by actuation of a smoke detector or when the elevator's Firefighters Service is activated.

   2.2. The automatic-closing device is provided with a closing or reclosing electrical time delay of not less than 20 seconds nor more than 30 seconds.

SECTION 69.

Sec. 2.2.1435. – Chapter 34 deleted *is created to read as follows:*

Chapter 34 of the International Building Code is deleted and replaced by the 2012 International Existing Building Code to provide the framework for rehabilitation of existing and historical buildings.

SECTION 70.

Sec. 2.2.1440. – Section J103.2 amended *is amended to read as follows:*

~~*J103.2 Exemptions.* A grading permit shall not be required for the following:~~

~~1. A fill less than 1 foot (305 mm) in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope), or less than 3 feet (914 mm) in depth that does not exceed 50 cubic yards (38.3 m^3) on any one lot and does not obstruct a drainage course.~~

~~2. Excavation for construction of a structure permitted under this Code.~~

~~3. Cemetery graves.~~

~~4. Refuse disposal site controlled by other regulations.~~

~~5. Excavations for wells, or trenches for utilities.~~

~~6. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate or clay controlled by other regulations, provided such operations do not affect the lateral support of, or significantly increase stresses in, soil on adjoining properties.~~

~~7. Exploratory excavations performed under direction of a registered design professional.~~

~~Exemption from the permit requirements of this appendix shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction.~~

City of Wichita Jurisdiction

Appendix J shall be amended to read as follows:

Section J103.2 of the International Building Code, is amended to read as follows:

J103.2 Exemptions. A grading permit shall not be required for the following:

1. A fill less than 1 foot (305 mm) in depth and placed on natural terrain with a slope flatter than 1 unit vertical in 5 units horizontal (20% slope), or less than 3 feet (914 mm) in depth that does not exceed 50 cubic yards (38.3 m3) on any one lot and does not obstruct a drainage course.

2. Excavation for construction of a structure permitted under this Code.

3. Cemetery graves.

4. Refuse disposal site controlled by other regulations.

5. Excavations for wells, or trenches for utilities.

6. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate or clay controlled by other regulations, provided such operations do not affect the lateral support of, or significantly increase stresses in, soil on adjoining properties.

7. Exploratory excavations performed under direction of a registered design professional. Exemption from the permit requirements of this appendix shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction.

Sedgwick County Jurisdiction.

Appendix J is deleted.

SECTION 71.

This ordinance shall be included in the Wichita/Sedgwick County Unified Building and Trade Code, and shall be effective upon its passage and publication once in the official city paper.

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

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña, City Attorney and
Director of Law

Ord. cite	Amendment	Restriction	Explanation
Section 1	Introduction	n/a	indicates the ’12 code
Section 2-5	trade codes	n/a	replaces IBC with trade provisions under UBTC
Section 6	property code	n/a	replaces IBC with local property code
Section 7	fire prevention	n/a	replaces IBC with local fire prevention code
Section 8	energy codes	less	all energy codes deleted jurisdiction-wide
Section 9	required permits	n/a	building permits only/trades moved to UBTC
Section 10	permit requirements	less	200 sq. ft. instead of IBC 120 sq. ft. plus allows several other exceptions whereby building permits are not needed.
Section 11	repairs	n/a	deals only with building, trades under UBTC
Section 12	permit expiration	less	allows longer times permits can remain active
Section 13	placement of permit	n/a	more detail as to posting
Section 14-15	schedule of fees	n/a	refers to local UBTC
Section 16	permit refunds	less	allows for some level of refunds for permits
Section 17	final inspection	less	allows landscaping bond
Section 18	C of O	less	less information needed by contractor
Section 19	Appeals Board	n/a	refers to local UBTC
Section 20	day care	less	10 children allowed instead of 5 (State Fire)
Section 21	group I-1 occupancy	less	more allowance (State Fire Marshal)
Section 22-23	residential occupancy	less	occupant restriction reduced
Section 24	clear height	n/a	references ADA as the standard
Section 25	door width	more	32” instead of 28” (ADA standard)
Section 26	exterior walls	less	25’ instead of 30’ from lot lines
Section 27	fire suppression	less*	allows more area before fire suppression systems needed.

Section 28	storm shelters	less	allows FEMA options for design of storm shelters
Section 29	general	less	allows some extension of area separation walls in pre-IBC constructed buildings
Section 30	Size limitations	less	allows alternatives to window opening protections
Section 31	Inspection	n/a	refers to local city/county fire codes
Section 32	Group A-2 occ.	less*	allows exceptions to keep 300 occupancy
Section 33	wood working	n/a	provides clarity to IBC language
Section 34	group R	less	no sprinkler systems in single fam. and duplexes
Section 35	S-1 occupancies	less*	allows more space in aircraft hangers
Section 36	opening dimensions	more	requires 48” height (fire requirement)
Section 37	building heights	n/a	references local fire abilities regarding heights
Section 38	fire hydrant distance	n/a	references local fire abilities regarding hydrants
Section 39	Standpipe heights	more	20’ instead of 30’ (county only)
			WFD follows IBC verbatim
Section 40	Group E	n/a	references State Fire Marshal requirements
Section 41	Group I-4	n/a	State Fire Code (day care fire alarm req.)
Section 42	Group F-1/S-1	less	gives exception for aircraft repair hangars
Section 43	fire horn/strobe	more	requires horn/strobe above connection (fire)
Section 44	elevation changes	n/a	reference ADA standards
Section 45	design occupant load	less	gives allowances for outdoor patio areas
Section 46	emergency lighting	less	allows more options
Section 47	size of doors	more	requires larger size doors in I-3 occupancies
Section 48	floor elevation	less	several exceptions allowed
Section 49	landings at doors	more	48” instead of 44” in IBC & requires ADA Compliance

Section 50	panic/fire hardware	less	allows an exception and refers to electrical code
Section 51	handrails	less	allows more exceptions
Section 52	elevator room access	n/a	references elevator code for door rqmts.
Section 53	exit signs	n/a	gives more description for sign placement
Section 54-55	accessibility	n/a	county follows ADA, city ADA+
Section 56	roof drainage	n/a	gives more description and references plumbing code and local storm water code
Section 57	scuppers	n/a	gives more description of scupper locations
Section 58	roof loads	n/a	gives more description/load option
Section 59	ground snow loads	n/a	specifies loads unique to Sedgwick County
Section 60	flood loads	n/a	specifies loads unique to Sedgwick County
Section 61	earthquake calcs	n/a	specifies calcs unique to Sedgwick County
Section 62-63	scope of special insp.	less	added language allows more flexibility
Section 64	frost protection	n/a	specifies #'s unique to Sedgwick County
Section 65	plumbing fixtures	less	uses amended fixture counts instead of IBC
Section 66	plumbing fixture	less	allows exceptions to IBC
Section 67	bathroom counts	less	allows exception for parking garages
Section 68	emergency signs	n/a	designates ADA and local language
Section 69	prohibited doors	more	more detail regarding door close procedures
Section 70	existing buildings	n/a	chapter replaced with 2012 existing building code which allows for more reasonable standards for older building remodels
Section 71	grading exemptions	less	allows more exceptions and gives local guidelines

2006 to 2012 IBC

Significant Changes

1. **Addition**

303.3 Assembly Group A-2. Assembly uses intended for food and/or drink consumption including, but not limited to:

Banquet halls

Casinos (gaming areas) added Casinos

Nightclubs

Restaurants, cafeterias and similar dining facilities

(including associated commercial kitchens)

Taverns and bars

2. **Clarification**

308.2 & 202- Added & clarified several care facilities to give a better understanding of the terms. This is helpful for inspection staff & the designers.

- 24-Hour Care
- Custodial Care
- Detoxification Facilities
- Foster Care Facilities
- Hospitals & Psychiatric Facilities
- Incapable of Self Preservation
- Medical care
- Nursing Homes

3. **Modification**

403.6.1- High-rise buildings- fire service access elevators- Added the requirement for buildings over 120 feet in height to have two fire service access elevators for fire-fighters for better access to the upper stories. Previously only required one fsae.

4. **Addition**

406.5.2.1 Openings below grade. Where openings below grade provide required natural *ventilation*, the outside horizontal clear space shall be one and one-half times the depth of the opening. The width of the horizontal clear space shall be maintained from grade down to the bottom of the lowest required opening. Natural ventilation helps to dissipate heated gasses, so adding openings to a below-grade parking garage lessens the risk to fire fighters in a fire event.

5. **Clarification**

410.6.3- Technical Production Areas at stages & platforms.- For years the code has used outdated terms to describe the areas above a stage or platform that production staff will occupy during a production. The terms Fly Galley, Gridiron & Pinrail have been deleted & the term Technical Production Areas is now used.

6. **Change**

412.2.6-Fire Suppression- In the 2006 IBC, aircraft hangars were classified as an S-1 for an aircraft "repair" hangar & S-2 for an aircraft "storage" hangar. In addition, a local amendment brought forth in the 2006 IBC adoption allowed "storage" hangars to remain without a fire-sprinkler system installed when the following conditions were met:

- When the fire area did not exceed 26,000 sq. ft.;
- The hangar access door height was 28 feet or less;
- The building was protected through-our when an approved Monitored Optical Fire Detection System was installed.

In the 2012 IBC, there is no longer a delineation between "repair" and "storage" hangars. Both would now be classified as S-1. Section 903.2. of the '12 IBC now requires that a fire-sprinkler system be installed when the S-1 Occupancy building contains any of the following:

- The S-1 fire area exceeds 12,000 sq. ft.;
- The S-1 fire area is used for the storage of commercial trucks or busses exceeds 5,000 sq. ft.;
- The S-1 is used for storage of upholstered furniture or mattresses exceeds 2,500 sq. ft.;
- The S-1 Group II or Group III hangar, operated by a fixed-base operator for the storage of transient aircraft only, shall have a fire suppression system where the square footage used for aircraft storage exceeds 1.5 times the fire area noted in Table 412.4.6 of the '12 IBC. These hangers are exempt from the foam fire suppression systems.

7. **Modification**

505.2.2 Means of egress. The *means of egress* for *mezzanines* shall comply with the applicable provisions of Chapter 10. The egress from a mezzanine was previously listed in Chapter 5, while all other

egress requirements we in Chapter 10. The change will simplify finding the requirements for a means of egress.

8. **Addition**

706.2 Structural stability. Fire walls shall have sufficient structural stability under fire conditions to allow collapse of construction on either side without collapse of the wall for the duration of time indicated by the required *fire-resistance rating* or shall be constructed as double fire walls in accordance with NFPA 221. Addition of NFPA 221, *Standard for High Challenge Fire Walls, Fire Walls & Fire Barrier Walls* had been added to help give the designers a reference when these walls are required.

9. **Addition**

706.6.2 Buildings with sloped roofs. Where a *fire wall* serves as an interior wall for a building, and the roof on one side or both sides of the fire wall slopes toward the fire wall at a slope greater than two units vertical in 12 units horizontal (2:12), the *fire wall* shall extend to a height equal to the height of the roof located 4 feet (1219 mm) from the *fire wall* plus 30 inches (762 mm). In no case shall the extension of the fire wall be less than 30 inches (762 mm). Added to assist the designers to know the required height of parapet adjacent to a sloped roof.

10. **Deletion**

716.6.4 Glass and glazing. Glazing in *fire window assemblies* shall be fire-protection-rated glazing installed in accordance with and complying with the size limitations set forth in NFPA 80. The use of traditional wire glass has been prohibited for some time because it does not meet the CPSC safety glazing requirements of IBC Section 2406.1. NFPA 80 has been added to reference the requirements for safety glazing.

11. **Addition**

[F] 901.8 Pump and riser room size. Fire pump and *automatic sprinkler system* riser rooms shall be designed with adequate space for all equipment necessary for the installation, as defined by the manufacturer, with sufficient working room around the stationary equipment. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire pump and *automatic sprinkler system* riser rooms shall be provided with a door(s) and unobstructed passageway large enough to allow removal of the largest piece of equipment. IFC Section 901.6 has extensive requirements for the maintenance of such systems. This will ensure that newly-constructed pump & riser rooms will be adequately sized to meet these requirements.

12. **Change-**

[F] 903.2.1.2 Group A-2 Occupancies- Under an exception to the 2000 IBC that had been carried forward to the 2006 IBC, an A-2 Occupancy did not have to be sprinkled when the occupant load did not exceed 300 people. This exception originated from the 1997 UBC.

The IBC, including the 2012 version, has always used the occupant load of a number exceeding 100 people to trigger the requirements for fire sprinkler requirements.

13. Addition

[F] 907.2.1.2 Emergency voice/alarm communication captions. Stadiums, arenas and grandstands required to caption audible public announcements shall be in accordance with Section 907.5.2.2.4.

[F] 907.5.2.2.4 Emergency voice/alarm communication captions. Where stadiums, arenas and grandstands are required to caption audible public announcements in accordance with Section 1108.2.7.2, the emergency/voice alarm communication system shall also be captioned. Prerecorded or live emergency captions shall be from an *approved* location constantly attended by personnel trained to respond to an emergency. A 2008 U.S. federal court case ruled that persons with hearing impairments who attend events in these venues require a means equivalent communication in lieu of the p.a. system. This has now been added into the code as a requirement.

13. **Addition**

[F] 907.2.9.3 Group R-2 college and university buildings. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R- 2 college and university buildings in the following locations:

1. Common spaces outside of *dwelling units* and *sleeping units*.

2. Laundry rooms, mechanical equipment rooms, and storage rooms.

3. All interior corridors serving *sleeping units* or *dwelling units*. Required smoke alarms in *dwelling units* and *sleeping units* in Group R-2 college and university buildings shall be interconnected with the fire alarm system in accordance with NFPA 72.

Exception: An automatic smoke detection system is not required in buildings that do not have interior *corridors* serving *sleeping units* or *dwelling units* and where each *sleeping unit* or *dwelling unit* either has a *means of egress* door opening directly to an exterior *exit access* that leads directly to an *exit* or a *means of egress* door opening directly to an exit. Group R-2 college & university building differ

somewhat from other R-2 occupancies. This is a continuation of requirements that were added to Chapter 4 of the 2006 IFC for emergency preparedness & planning intended to deal with buildings that are owned by colleges & universities.

14. **Addition**

[F] 908.7 Carbon monoxide alarms. Group I or R occupancies located in a building containing a fuel-burning appliance or in a building which has an attached garage shall be equipped with single-station carbon monoxide alarms. The carbon monoxide alarms shall be listed as complying with UL 2034 and be installed and maintained in accordance with NFPA 720 and the manufacturer's instructions. An open parking garage, as defined in Chapter 2, or an enclosed parking garage ventilated in accordance with Section 404 of the *International Mechanical Code* shall not be considered an attached garage.

Exception: *Sleeping units* or *dwelling units* which do not themselves contain a fuel-burning appliance or have an attached garage, but which are located in a building with a fuel-burning appliance or an attached garage, need not be equipped with single-station carbon monoxide alarms provided that:

1. The *sleeping unit* or *dwelling unit* is located more than one story above or below any story which contains a fuel-burning appliance or an attached garage;

2. The *sleeping unit* or *dwelling unit* is not connected by duct work or ventilation shafts to any room containing a fuel-burning appliance or to an attached garage; and

3. The building is equipped with a common area carbon monoxide alarm system.

[F] 908.7.1 Carbon monoxide detection systems. Carbon monoxide detection systems, which include carbon monoxide detectors and audible notification appliances, installed and maintained in accordance with this section for carbon monoxide alarms and NFPA 720 shall be permitted. The carbon monoxide detectors shall be *listed* as complying with UL 2075. These requirements are new to the IBC to add an additional level of safety for the building inhabitants. They weren't amended as they were in the IRC per S.C.F.D. # 1 & W.F.D. request.

15. **Addition**

[F] 1001.4 Fire safety and evacuation plans. Fire safety and evacuation plans shall be provided for all occupancies and buildings where required by the *International Fire Code*. Such fire safety and evacuation plans shall comply with the applicable provisions of Sections 401.2 and 404 of the *International Fire Code*. A new provision of required compliance with the IFC to help assure life/safety issues are addressed.

16. **Addition**

1011.2 Floor-level exit signs in Group R-1. Where exit signs are required in Group R-1 occupancies by Section 1011.1, additional low-level exit signs shall be provided in all areas serving guestrooms in Group R-1 occupancies and shall comply with Section 1011.5. The bottom of the sign shall be not less than 10 inches (254 mm) nor more than 12 inches (305 mm) above the floor level. The sign shall be flush mounted to the door or wall. Where mounted on the wall, the edge of the sign shall be within 4 inches (102 mm) of the door frame on the latch side. Added to help guide occupants to exits during emergency conditions.

17. **Addition**

1203.1 General. Buildings shall be provided with natural ventilation in accordance with Section 1203.4, or mechanical ventilation in accordance with the *International Mechanical Code*.

Where the air infiltration rate in a *dwelling unit* is less than 5 air changes per hour when tested with a blower door at a pressure 0.2 inch w.c. (50 Pa) in accordance with Section 402.4.1.2 of the *International Energy Conservation Code*, the *dwelling unit* shall be ventilated by mechanical means in accordance with Section 403 of the *International Mechanical Code*. This is not enforced in the MABCD jurisdiction since we have not adopted the IEEC.

18. **Deletion**

1208.3 Room area. Every *dwelling unit* shall have no fewer than one room that shall have not less than 120 square feet (13.9 m2) of *net floor area*. Other habitable rooms shall have a *net floor area* of not less than 70 square feet (6.5 m2).

Exception: Kitchens are not required to be of a minimum floor area. The code had previously stated that a kitchen shall have a minimum of 50 square feet.

19. **Addition**

1403.5 Vertical and lateral flame propagation. Exterior walls on buildings of Type I, II, III or IV construction that are greater than 40 feet (12 192 mm) in height above grade plane and contain a combustible water-resistive barrier shall be tested in accordance with and comply with the acceptance criteria of NFPA 285. Identifies NFPA 285 as the testing standard for walls these walls.

20. **Addition**

1404.12 Polypropylene siding. Polypropylene siding shall be certified and labeled as conforming to the requirements of ASTM D 7254 and those of Section 1404.12.1 or 1404.12.2 by an approved quality control agency. Polypropylene siding shall be installed in accordance with the requirements of Section 1405.18 and in accordance with the manufacturer's installation instructions. Polypropylene siding shall be secured to the building so as to provide weather protection for the exterior walls of the building.

1404.12.1 Flame spread index. The certification of the flame spread index shall be accompanied by a test report stating that all portions of the test specimen ahead of the flame front remained in position during the test in accordance with ASTM E 84 or UL 723.

1404.12.2 Fire separation distance. The fire separation distance between a building with polypropylene siding and the adjacent building shall be no less than 10 feet (3048 mm).

These sections have been added to address the hazards of polypropylene siding since it melts & causes pooling fire issues.

21. **Addition**

1507.16 Roof gardens and landscaped roofs. Roof gardens and landscaped roofs shall comply with the requirements of this chapter and Sections 1607.12.3 and 1607.12.3.1 and the *International Fire Code*.

1507.16.1 Structural fire resistance. The structural frame and roof construction supporting the load imposed upon the roof by the roof gardens or landscaped roofs shall comply with the requirements of Table 601.

References Table 601 for the design & construction of the structure support a roof garden or landscaped roof.

22. **Addition**

1507.17 Photovoltaic modules/shingles. The installation of photovoltaic modules/shingles shall comply with the provisions of this section.

1507.17.1 Material standards. Photovoltaic modules/ shingles shall be listed and labeled in accordance with UL 1703.

1507.17.2 Attachment. Photovoltaic modules/shingles shall be attached in accordance with the manufacturer's installation instructions.

1507.17.3 Wind resistance. Photovoltaic modules/shingles shall be tested in accordance with procedures and acceptance criteria in ASTM D 3161. Photovoltaic modules/ shingles shall comply with the classification requirements

of Table 1507.2.7.1(2) for the appropriate maximum nominal design wind speed. Photovoltaic modules/ shingle packaging shall bear a label to indicate compliance with the procedures in ASTM D 3161 and the required classification from Table 1507.2.7.1(2). New requirements for photovoltaic shingles.

23. **Addition**

2101.2 Design methods. Masonry shall comply with the provisions of one of the following design methods in this chapter as well as the requirements of Sections 2101 through 2104.

Masonry designed by the *allowable stress design* provisions of Section 2101.2.1, the strength design provisions of Section 2101.2.2, the prestressed masonry provisions of Section 2101.2.3, or the direct design requirements of Section

2101.2.7 shall comply with Section 2105. The IBC now references the new TMS 403-10 masonry design standards for simple, single-story, concrete masonry bearing-wall structures.

24. **Addition**

2206.1 General. Systems of structural steel acting compositely with reinforced concrete shall be designed in accordance with AISC 360 and ACI 318, excluding ACI 318 Chapter 22. Where required, the seismic design of composite steel and concrete systems shall be in accordance with the additional provisions of Section 2206.2.

2206.2 Seismic requirements for composite structural steel and concrete construction. Where a response modification coefficient, *R*, in accordance with ASCE 7, Table 12.2- 1 is used for the design of systems of structural steel acting compositely with reinforced concrete, the structures shall be designed and detailed in accordance with the requirements of AISC 341.

These requirements are new since Part II of AISC 314 has been deleted because these structures are now addressed in the 2010 edition of AISC 341 & a new section for composite structures of structural steel & concrete has been added.

25. **Addition**

2210.2 Seismic requirements for cold-formed steel structures. Where a response modification coefficient, *R*, in accordance with ASCE 7, Table 12.2-1 is used for the design of cold-formed steel structures, the structures shall be designed and detailed in accordance with the requirements of AISI S100, ASCE 8, and, for cold-formed steel special-bolted moment frames, AISI S110. Chapter 22 has now

added a reference to the new AISI S110 that includes design provisions for a new cold-formed steel seismic force resisting system called Cold-Formed Steel- Special Bolted Moment Frames (CFS-SBMF)

26. Addition

2603.4.1.14 Floors. The thermal barrier specified in Section 2603.4 is not required to be installed on the walking surface of a structural floor system that contains foam plastic insulation when the foam plastic is covered by a minimum nominal ½-inch-thick (12.7mm) wood structural panel or approved equivalent. The thermal barrier specified in Section 2603.4 is required on the underside of the structural floor system that contains foam plastic insulation when the underside of the structural floor system is exposed to the interior of the building.

Exception: Foam plastic used as part of an interior floor finish.

27. Addition

[P] 2902.3.5 Door locking. Where a toilet room is provided for the use of multiple occupants, the egress door for the room shall not be lockable from the inside of the room. This section does not apply to family or assisted-use toilet rooms. A new requirement that was not previously in code.

28. Clarification

[P] 2902.5 Drinking fountain location. Drinking fountains shall not be required to be located in individual tenant spaces provided that public drinking fountains are located within a travel distance of 500 feet of the most remote location in the tenant space and not more than one story above or below the tenant space. Where the tenant space is in a covered or open mall, such distance shall not exceed 300 feet. Drinking fountains shall be located on an accessible route. Similar to the allowances for common-use restrooms, it removes the requirement for drinking fountains.

29. Addition

[F] 3302.3 Fire safety during construction. Fire safety during construction shall comply with the applicable requirements of this code and the applicable provisions of Chapter 33 of the *International Fire Code.*

[F] 3303.7 Fire safety during demolition. Fire safety during demolition shall comply with the applicable requirements of this code and the applicable provisions of Chapter 56 of the *International Fire Code.*

[F] 3313.1 Where required. An *approved* water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site.

These requirements from the IFC were not previously listed in Chapter 33 of the IBC.

City of Wichita
City Council Meeting
April 5, 2016

TO: Mayor and City Council

SUBJECT: Facility Condition Assessment Program (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the concept for conducting facility condition assessments and approve the release of a Request for Proposal (RFP) for service/product acquisition.

Background: The City currently has over 350 buildings with approximately 5.8 million square feet of floor space. These facilities have diverse functionality, construction, and remaining useful lives, with construction dating from the early 1900s to 2014. Asset inventory also includes over 75 facility components, such as swimming pools, fountains, park lighting, and plazas. The replacement value of facility assets is approximately $970 million. These assets extend across several jurisdictional boundaries and funding for necessary improvements has been below the required levels to maintain the facilities in a desired manner. The City currently does not have a systematic methodology for determining the condition of its inventory of building assets and there is a consequent lack of data to drive improvement planning.

Analysis: With limited funding allocated to provide for system and/or building replacement, it is vital that a baseline condition rating be established to provide predicted schedules and cost estimates to replace and renewal building components. Through inspection of the City's inventory of buildings, a database can be developed to provide accurate data for repair and replacement needs, as well as budget requirements. The condition assessment is mathematically converted to a Facility Condition Index (FCI), the measuring tool to drive decision-making in facility investment. FCI is an industry-standard index that objectively measures the current condition of a facility by dividing the total cost of the deferred maintenance requirements by the current replacement value.

The Facilities Division of Public Works and Utilities has assessed a sample set of six buildings of various use, size, and construction as part of a trial program. This has given the Division accurate information for each buildings' condition and projected system replacement needs for one to 99 years, as well as projected costs for the systems replacement at the recommended intervals. The condition assessment data collected by building assessment professionals is downloaded into the program and outcomes for maintaining desired levels of building usability can be predicted. These assessments can also provide a data driven and reliable determination of whether replacement of an asset or building component is of better value than maintaining the current asset. One of the buildings surveyed demonstrated clearly that the cost of refurbishment/renewals was of near or equal value to constructing a replacement facility of similar size. The backlog of deferred maintenance is estimated to be a range between $815 million and $1 billion, based on data extrapolated from the six buildings surveyed. The strategy of replacing older facilities that have large renewal costs with new facilities and targeting renewals at other facilities that keep the FCI of newer facilities in a desired range would appear to optimize and improve the overall condition index rating for the City.

Financial Considerations: The cost of conducting the condition assessment surveys and inputting the data into the selected software program is estimated at $300,000. Funding would come from the Fleet and Facilities Division of Public Works and Utilities' operating budget.

Legal Considerations: This action is appropriate for safety and functionality purposes. The Law Department will draft any contract for services resulting from the RFP.

Recommendation/Action: It is recommended that the City Council approve the concept for conducting building condition assessments and approve the release of an RFP for service/product acquisition.

Attachment: None.

Revised 4-1-16

City of Wichita
City Council Meeting
April 5, 2016

TO: Mayor and City Council

SUBJECT: Board of Park Commissioners Recommendation for Golf Courses (All Districts)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the season pass and cart fee increases as recommended.

Background: The Golf Advisory Committee was created in the spring of 2012 and tasked with reviewing operations, and business and marketing plans in order to create a sustainable golf enterprise fund. The Board of Park Commissioners and the Golf Advisory Committee recognize the need to continue to study and analyze revenues and expenditures to ensure sustainability of the golf enterprise along with maintaining reasonable golf prices for the community. After reviewing the 2015 Golf Enterprise plan, the Golf Advisory Committee recommended to the Board of Park Commissioners a season pass and a cart fee increase plan. This plan was unanimously approved by the Board of Park Commissioners on March 14, 2016. The Golf Enterprise utilizes a significant amount of equipment. It is important that this equipment be maintained and replaced in a systematic manner. A fleet of 277 golf carts is currently used by the system and in 2015 golf cart revenue exceeded $1,000,000. In order to have an enhanced customer experience, it is essential that we provide a clean, well maintained and modern golf cart fleet. With an average useful life of 8 years, approximately 35 golf carts should be replaced annually. This practice has been deferred and continues to be deferred. In 2015, 196 of the golf carts have exceeded their useful life of eight years, and are costing more in maintenance costs than their trade in value.

Analysis: The current season pass rate structure at City golf courses has been in place since 2004 with only a minimal increase in 2010. The rates are shown below along with the proposed rate increases for 2016.

The Board of Park Commissioners and Golf Advisory Committee recommend the following Season Pass increases as recommended in the City of Wichita 2015 Golf Enterprise Business Plan:

- $20 for the following passes; 5 Day Single, 7 Day Single, 5 Day Couple, 7 Day Couple and 7 Day Retired Military.
- $25 for the following passes; 5 Day Senior, 5 Day Super Senior Pass and Driving Range Pass.

Pass Types	2004	2010	2016
High School	$100	$100	$100
5 Day Single	$565	$635	**$655**
7 Day Single	$725	$800	**$820**
5 Day Couple	$700	$800	**$820**
7 Day Couple	$885	$970	**$990**
5 Day Senior	$75	$150	**$175**
7 Day Student	$125	$125	$75

7 Day Retired Military	NA	$150	**$170**
5 Day Super Senior 70+	NA	$75	**$100**
Driving Range Pass	NA	$300	**$325**
7 Day Family	NA	NA	$990
7 Day Young Adult	NA	NA	$150

Additionally, the Board of Park Commissioners and Golf Advisory Committee recommend the following green fee and cart fee increases:

- **$1 Green Fee increase for the 5 Day Super Senior Pass and the 5 day Senior Pass. (18 Hole)**
- **$.50 Green Fee increase for the 5 Day Super Senior Pass and the 5 day Senior Pass. (9 Hole) Senior Greens Fees have only increased marginally over the last 13 years.**

	2003	**2004**	**2009**	**2011**	**2016**
5 Day Senior/Super Senior 18 Hole	$8.50	$9.50	$10.00	$11.00	$12.00
5 Day Senior/Super Senior 9 Hole	$6.00	$7.00	$7.00	$7.50	$8.00

- Cart Fees remained consistent from 2001 to 2010. In the spring of 2011, cart fees were increased and then increased again in the spring of 2014. Staff is proposing a $.40 per rider cart increase as well as increasing the current 18 hole rate from $12.10 to $12.50 per person, and the current 9 hole rate from $7.10 to $7.50 per person. The current cart rate structure has been in place since 2014.

	2001	**2011**	**2014**	**2016**
18 Hole Cart	$20.00	$21.20	$24.20	**$25.00**
9 Hole Cart	$11.00	$12.10	$14.20	**$15.00**
18 Hole 1/2 Cart	$10.00	$10.60	$12.10	**$12.50**
9 Hole 1/2 Cart	$5.50	$6.05	$7.10	**$7.50**

Financial Considerations: These changes are estimated to generate $64,000 in 2016, and $96,000 on an annualized basis beginning in 2017. Funds generated through fee adjustments would be used to stabilize and increase Golf Fund operating balances and fund additional equipment replacement.

Legal Considerations: The Law Department has reviewed as to form.

Recommendation/Action: It is recommended that the City Council approve the proposed Season Pass Rate Structure increase, the proposed Cart Fee increase and the Greens Fee increase to both the Senior Pass and the Super Senior Pass. These rate increases will go into effect on Monday, April 11, 2016.

Season Pass and Golf Cart Fee Increases

Department of Park & Recreation

Overview

- The Board of Park Commissioners and Golf Advisory Committee recommend the following Season Pass and Cart Fee increases as stipulated in the City of Wichita 2015 Golf Enterprise Business Plan.

Pro Forma

- Based on the 2015 Golf Enterprise Business Plan, these increases will put the fund into a positive position at year end, barring any significant weather issues.
- Equipment purchases will be evaluated in the fall to determine the feasibility of purchasing maintenance equipment and golf carts.
- The pro forma listed below was developed in conjunction with the finance department and is based off of statistical history and has anticipated a 3% growth in revenue and rounds.
- On the expenditure side, salaries and benefits are slated to increase at a 3% rate by year, whereas contractuals and commodities are projected to increased by 1.5% each year. Concession revenue is also expected to increase by approximately 3.5% each year.

	2016 Projected	2017 Projected	2018 Projected	2019 Projected	2020 Projected
REVENUES					
Services and Sales	$ 615,330	$ 621,539	$ 627,810	$ 634,146	$ 640,545
Fees Charged	$ 3,303,885	$ 3,512,394	$ 3,585,293	$ 3,778,641	$ 3,856,327
Rental/Lease Income	$ 998,746	$ 1,008,733	$ 1,018,821	$ 1,029,009	$ 1,039,299
Other Revenue	$ -	$ -	$ -	$ -	$ -
TOTAL REVENUE	**$ 4,917,961**	**$ 5,142,666**	**$ 5,231,924**	**$ 5,441,795**	**$ 5,536,171**
EXPENDITURES					
Salaries and Benefits	$ 2,626,022	$ 2,704,803	$ 2,785,947	$ 2,869,526	$ 2,955,611
Contractuals	$ 1,066,075	$ 1,098,057	$ 1,130,999	$ 1,164,929	$ 1,199,876
Commodities	$ 484,051	$ 498,572	$ 513,529	$ 528,935	$ 544,803
Capital Outlay	$ 185,000	$ 185,000	$ 185,000	$ 185,000	$ 185,000
Other	$ 606,675	$ 609,882	$ 613,121	$ 616,392	$ 619,696
TOTAL EXPENDITURES	**$ 4,967,823**	**$ 5,096,314**	**$ 5,228,596**	**$ 5,364,782**	**$ 5,504,987**
Budgeted Income (Loss)	$ (49,863)	$ 46,352	$ 3,328	$ 77,014	$ 31,184
Fund Balance - January 1	$ 227,565	$ 177,703	$ 224,054	$ 227,382	$ 304,395
Fund Balance - December 31	**$ 177,703**	**$ 224,054**	**$ 227,382**	**$ 304,395**	**$ 335,579**
Contractual Expenditure Detail:					
Other Contractuals	$ 884,842	$ 911,387	$ 938,729	$ 966,891	$ 995,897
Administrative Charges	$ 181,233	$ 186,670	$ 192,270	$ 198,038	$ 203,979
TOTAL CONTRACTUALS	**$ 1,066,075**	**$ 1,098,057**	**$ 1,130,999**	**$ 1,164,929**	**$ 1,199,876**
Other Expenditure Detail:					
Debt Service - Interest	$ -	$ -	$ -	$ -	$ -
Debt Service - Principal	$ -	$ -	$ -	$ -	$ -
Goods for Resale	$ 241,694	$ 244,111	$ 246,552	$ 249,018	$ 251,508
Transfer to Debt Service Fund	$ 286,000	$ 286,000	$ 286,000	$ 286,000	$ 286,000
Public Safety Fee	$ 78,981	$ 79,771	$ 80,569	$ 81,374	$ 82,188
Employee Compensation	$ -	$ -	$ -	$ -	$ -
Legal Settlements and Claims	$ -	$ -	$ -	$ -	$ -
TOTAL OTHER	**$ 606,675**	**$ 609,882**	**$ 613,121**	**$ 616,392**	**$ 619,696**

Passes

Pass Types	2004	2010	2016
High School	$100	$100	$100
5 Day Single	$565	$635	$655
7 Day Single	$725	$800	$820
5 Day Couple	$700	$800	$820
7 Day Couple	$885	$970	$990
5 Day Senior	$75	$150	$175
7 Day Student	$125	$125	$75
7 Day Retired Military	NA	$150	$170
5 Day Super Senior 70+	NA	$75	$100
Driving Range Pass	NA	$300	$325
7 Day Family	NA	NA	$990
7 Day Young Adult	NA	NA	$150

Green Fees

	2003	2004	2009	2011	2016
5 Day Senior/Super Senior 18 H	$8.50	$9.50	$10.00	$11.00	$12.00
5 Day Senior/Super Senior 9 H	$6.00	$7.00	$7.00	$7.50	$8.00

Cart Fees

	2001	2011	2014	2016
18 H Cart	$20.00	$21.20	$24.20	$25.00
9 H Cart	$11.00	$12.10	$14.20	$15.00
18 H 1/2 Cart	$10.00	$10.60	$12.10	$12.50
9 H 1/2 Cart	$5.50	$6.05	$7.10	$7.50

Recommendation

It is recommended that the City Council approve the proposed Season Pass Rate Structure increase, the proposed Cart Fee Increase and the Greens Fee increase to both the Senior Pass and the Super Senior Pass. These rate increases would go into effect on Monday April 11, 2016.

Season Pass and Golf Cart Fee Increases

Department of Park & Recreation

CITY OF WICHITA
www.wichita.gov

Wichita, Kansas
March 28, 2016
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works, Amy Belcher, Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, John Emerson, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting date March 21, 2016, were read and on motion approved.

Bids were opened March 25, 2016, pursuant to advertisements published on:

Water Distribution System to serve Nahola Addition (north of Central, east of Hoover) (448-90699/ 735544/636335/470217/775070) Does not affect existing traffic. Stormwater Sewer No. 702 to serve Nahola Addition (north of Central, east of Hoover) (468-85082/ 751543/485434) Does not affect existing traffic. (District VI)

Dutton Construction and Plumbing LLC - $24,180.00 Group 1
$46,062.25 Group 2
$70,242.25 Total Bid

2016 Sanitary Sewer Reconstruction Phase 3 (north of Pawnee, east of Seneca) (468-85103/ 620841/666005) Traffic to be maintained during construction using flagpersons and barricades. (District I,III)

Dutton Construction and Plumbing LLC - $179,934.00

Paving Elder between Central and Murdock and Elm between Flora and 150' east of Elder Patterson Gardens Addition, Harvey Patterson Addition, Murdi-Cooper Addition, Shaw Addition, Nahola Addition (north of Central, east of Hoover) (472-85221/766336/490357) Traffic to be maintained during construction using flagpersons and barricades. (District VI)

Kansas Paving Company - $411,882.70

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

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

PARK AND RECREATION DEPARTMENT/RECREATION DIVISION: Swimming Pool Repairs.

Wildcat Painting Inc. - $85,500.00

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

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

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

Wichita, Kansas
April 4, 2016
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works, Fanny Chan, Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, John Emerson, Fellow, representing the City Manager's Office and Karen Sublett, City Clerk, present.

Minutes of the regular meeting date March 28, 2016, were read and on motion approved.

Bids were opened April 1, 2016, pursuant to advertisements published on:

2016 Condemned Sidewalks and Wheelchair Ramps (north of 63rd Street South, east of 151st Street West) 472-85288 (132100)

Barkley Construction* - $160,340.00 *Engineers Estimate

City View, The Woods Addition 472-84361 (766357)

Kansas Paving Company - $135,914.90

Lateral 432 Four Mile Creek Sewer, Woods North 3rd Addition 468-84824 (744414)

Nowak Construction - $76,467.81

Water Distribution System Woods North 3rd Addition 448-90557 (735549)

Mies Construction - $33,800.00

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

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

PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET & FACILITIES DIVISION: Tennis/Futsal Ct & Park Improvements.

Builders Plus Construction LLC - $278,900.00 Base Bid
$2,600.00 Add Alternate 1

PUBLIC WORKS & UTILITIES DEPARTMENT/WATER DISTRIBUTION DIVION: 9,500 GVW Regular Cab & Chassie Pickup Truck.

Don Hattan Chevrolet*- Base Bid with all options as negotiated
*Refer to attachments for pricing

INFORMATION TECHNOLOGIES/INFORMATION SERVICES: CIS Replacement Project Gateway

Invoice Cloud* - $109,910.33
*Purchases Utilizing High Technology Items – Ordinance No. 35-856 Section 2 (g)

WICHITA TRANSIT: mSlate Upgrade Equipment and Installation

Avail Technologiges Inc.* - $147,763.00
*Purchases Utilizing Sole Source of Supply – Ordinance No. 35-856 Section 2 (b)

WICHITA TRANSIT: TSI Price for Upgrade from Verint MDVR to TSI XDMR

Transit Solutions LLC* - $63,660.00
*Purchases Utilizing Sole Source of Supply – Ordinance No. 35-856 Section 2 (b)

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

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

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Karen Sublett, MMC
City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: April 4, 2016

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

March 25, 2016

Water Distribution System – Public Works & Utilities Department/Engineering Division

Dutton Construction & Plumbing, LLC	**Group 1 – Water Distribution System**	**$24,180.00**
	Group 2 – Stormwater Sewer No. 702	**46,062.25**
	Aggregate Bid Total	**$70,242.25**

2016 Sanitary Sewer Reconstruction Phase 3 (north of Pawnee, east of Seneca) – Public Works & Utilities Department/Engineering Division

Dutton Construction & Plumbing, LLC **$179,934.00**

Paving – Elder & Elm (north of Central, east of Hoover) – Public Works & Utilities Department/Engineering Div.

Kansas Paving Company **$411,882.70**

April 1, 2016

2016 Condemned Sidewalk and Wheelchair Ramps (north of 63rd Street South, east of 151st Street West) – Public Works & Utilities Department/Engineering Division

Barkley Construction **(Engineer's Estimate)** **$160,340.00**

Paving – City View to serve the Wood Addition – Public Works & Utilities Department/Engineering Division

Kansas Paving Company **$135,914.90**

Lateral 432 Four Mile Creek Sewer to serve Woods North 3rd Addition – Public Works & Utilities Department/Engineering Division

Nowak Construction **$76,467.81**

Water Distribution System to serve Woods North 3rd Addition – Public Works & Utilities Department/Engineering Division

Mies Construction **$33,800.00**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

March 25, 2016

Swimming Pool Repairs – Park & Recreation Department/Recreation Division

Wildcat Painting, Inc. **$85,500.00**

April 1, 2016

Tennis & Futsal Courts and Park Improvements at Fairmont Park – Public Works & Utilities Department/Fleet & Facilities Division

Builders Plus Construction, LLC	**Base Bid**	**$278,900.00**
	Alternate 1 (Add)	**$2,600.00**

9,500 GVW Regular Cab and Chassis Pickup Truck – Public Works & Utilities Dept./Water Distribution Division

Don Hattan Chevrolet, Inc. **Base Bid with All Options as Negotiated (See Exhibit B for pricing)**

CIS Replacement Project – Gateway – Information Technology Department/Information Services Division

Invoice Cloud **High Technology Items, Ordinance No. 35-856, Section 2.64.020(g)** **$109,910.33**

mSlate Upgrade Equipment and Installation – Wichita Transit Department

Avail Technologies, Inc. **Sole Source of Supply, Ordinance No. 35-856, Section 2(b)** **$147,763.00**

TSI Price for Upgrade from Verint MDVR to TSI XDMR – Wichita Transit Department

Transit Solutions, LLC	**Sole Source of Supply, Ordinance No. 35-856, Section 2(b)**	**$63,660.00**

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

Melinda A. Walker
Purchasing Manager

WATER/SEWER BID TABULATION SUMMARY

BOARD OF BIDS - March 25, 2016

RQ640350

FB640051		Engineer's Construction Estimate	Dondlinger & Sons	Mies Construction	Nowak Construction
Water Distribution System 448-90699 (735544/636346)	Group 1	$67,419.00	$25,098.60	$24,673.00	$49,252.30
Stormwater Sewer No. 702 468-85082 (751543)	Group 2	$89,524.00	$82,353.00	$76,942.00	$95,089.90
Nahola Addition	BID BOND				
	ADDENDA	4			
BID TOTAL		$156,943.00	$107,451.60	$101,615.00	$144,342.20
		Engineer's Construction Estimate	Wilks Undergound Utilities LLC	Dutton Construction & Plumbing LLC	Utilities Plus
Water Distribution System 448-90699 (735544/636346)	Group 1	$67,419.00	$39,599.50	$24,180.00	
Stormwater Sewer No. 702 468-85082 (751543)	Group 2	$89,524.00	$73,313.80	$46,062.25	
Nahola Addition	BID BOND		X	X	
	ADDENDA	4		X	
BID TOTAL		$156,943.00	$112,913.30	70,242.25	
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Water Distribution System 448-90699 (735544/636346)	Group 1	$67,419.00			
Stormwater Sewer No. 702 468-85082 (751543)	Group 2	$89,524.00			
Nahola Addition	BID BOND				
	ADDENDA	4			
BID TOTAL		$156,943.00			
		Engineer's Construction Estimate			
Water Distribution System 448-90699 (735544/636346)	Group 1	$67,419.00			
Stormwater Sewer No. 702 468-85082 (751543)	Group 2	$89,524.00			
Nahola Addition	BID BOND				
	ADDENDA	4			
BID TOTAL		$156,943.00			

CHECKED BY: KP

REVIEWED BY: SM

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - March 25, 2016

RQ640387

FB640058		Engineer's Construction Estimate	Dondlinger & Sons	Dutton Construction & Plumbing LLC	Danco Enterprises Inc.
2016 Sanitary Sewer Reconstruction Phase 3		$293,000.00	$252,226.00	$179,934.00	$233,270.00
(north of Pawnee, east of Seneca)	BID BOND			X	X
468-85103	ADDENDA	0			
(620841)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
2016 Sanitary Sewer Reconstruction Phase 3		$293,000.00			
(north of Pawnee, east of Seneca)	BID BOND				
468-85103	ADDENDA	0			
(620841)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
2016 Sanitary Sewer Reconstruction Phase 3		$293,000.00			
(north of Pawnee, east of Seneca)	BID BOND				
468-85103	ADDENDA	0			
(620841)					
		Engineer's Construction Estimate			
2016 Sanitary Sewer Reconstruction Phase 3		$293,000.00			
(north of Pawnee, east of Seneca)	BID BOND				
468-85103	ADDENDA	0			
(620841)					

CHECKED BY: KD

REVIEWED BY: Sm

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - March 25, 2016

RQ640388

FB640059		Engineer's Construction Estimate	APAC - Kansas Inc	Cornejo & Sons, LLC	Kansas Paving Company
Elder & Elm Paving		$470,950.00	$538,819.25	$504,248.50	$411,882.70
(north of Central, east of Hoover)	BID BOND				
	ADDENDA	1			
472-85221 766336/636424					
		Engineer's Construction Estimate	Vogts Parga Construction LLC		
Elder & Elm Paving		$470,950.00	$532,676.90		
(north of Central, east of Hoover)	BID BOND		X		
	ADDENDA	1			
472-85221 766336/636424					
		Engineer's Construction Estimate			
Elder & Elm Paving		$470,950.00			
(north of Central, east of Hoover)	BID BOND				
	ADDENDA	1			
472-85221 766336/636424					
		Engineer's Construction Estimate			
Elder & Elm Paving		$470,950.00			
(north of Central, east of Hoover)	BID BOND				
	ADDENDA	1			
472-85221 766336/636424					

CHECKED BY: KP

REVIEWED BY: SM

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - April 1, 2016

RQ640419

FB640063		Engineer's Construction Estimate	Barkley Construction	Kansas Paving Company	All Year Contractors
2016 Condemned Sidewalk and Wheelchair Ramps		$160,340.00	$112,257.00	$128,380.00	$84,433.00
(north of 63rd Street South, east of 151st Street West)	BID BOND				X
	ADDENDA	0			BID WITHDRAWN
472-85288 (132100)					
		Engineer's Construction Estimate	PPJ Construction		
2016 Condemned Sidewalk and Wheelchair Ramps		$160,340.00	$120,420.00		
(north of 63rd Street South, east of 151st Street West)	BID BOND		X		
	ADDENDA	0			
472-85288 (132100)					
		Engineer's Construction Estimate			
2016 Condemned Sidewalk and Wheelchair Ramps		$160,340.00			
(north of 63rd Street South, east of 151st Street West)	BID BOND				
	ADDENDA	0			
472-85288 (132100)					
		Engineer's Construction Estimate			
2016 Condemned Sidewalk and Wheelchair Ramps		$160,340.00			
(north of 63rd Street South, east of 151st Street West)	BID BOND				
	ADDENDA	0			
472-85288 (132100)					

CONTRACT AWARDED FOR ENGINEER'S ESTIMATE $160,340.00

CHECKED BY: KD

REVIEWED BY: [signature]

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - April 1, 2016

RQ640420

FB640064		Engineer's Construction Estimate	APAC - Kansas Inc	Cornejo & Sons, LLC	Kansas Paving Company
City View		$139,284.00	$183,159.75	$145,877.80	$135,914.90
	BID BOND				
The Woods Addition	ADDENDA	0			
472-84361 (766357)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
City View		$139,284.00			
	BID BOND				
The Woods Addition	ADDENDA	0			
472-84361 (766357)					
		Engineer's Construction Estimate			
City View		$139,284.00			
	BID BOND				
The Woods Addition	ADDENDA	0			
472-84361 (766357)					
		Engineer's Construction Estimate			
City View		$139,284.00			
	BID BOND				
The Woods Addition	ADDENDA	0			
472-84361 (766357)					

CHECKED BY: KP

REVIEWED BY: [illegible]

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - April 1, 2016

RQ640421

FB640065		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Lateral 432 Four Mile Creek Sewer		$100,968.00	$98,937.70	$83,367.00	$80,281.00
Woods North 3rd Addition	BID BOND				
468-84824	ADDENDA	1			
(744414)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Wilks Underground Utilities LLC
Lateral 432 Four Mile Creek Sewer		$100,968.00	$92,564.00	$76,467.81	$88,112.95
Woods North 3rd Addition	BID BOND				X
468-84824	ADDENDA	1			
(744414)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Lateral 432 Four Mile Creek Sewer		$100,968.00			
Woods North 3rd Addition	BID BOND				
468-84824	ADDENDA	1			
(744414)					
		Engineer's Construction Estimate			
Lateral 432 Four Mile Creek Sewer		$100,968.00			
Woods North 3rd Addition	BID BOND				
468-84824	ADDENDA	1			
(744414)					

CHECKED BY: KP

REVIEWED BY: [signature]

WATER BID TABULATION SUMMARY

BOARD OF BIDS - April 1, 2016

RQ640422

FB640066		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Water Distribution System		$44,752.00	$41,722.00	$38,226.00	$33,800.00
Woods North 3rd Addition	BID BOND				
448-90557	ADDENDA	0			
(735549)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Wilks Underground Utilities LLC
Water Distribution System		$44,752.00	$41,350.00	$36,820.20	$39,593.00
Woods North 3rd Addition	BID BOND				X
448-90557	ADDENDA	0			
(735549)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Water Distribution System		$44,752.00			
Woods North 3rd Addition	BID BOND				
448-90557	ADDENDA	0			
(735549)					
		Engineer's Construction Estimate			
Water Distribution System		$44,752.00			
Woods North 3rd Addition	BID BOND				
448-90557	ADDENDA	0			
(735549)					

CHECKED BY: KD

REVIEWED BY: XM

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB640057 **Swimming Pool Repairs** **Close Date/Time:** 3/25/2016 10:00 AM CST

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

Award Method: Aggregate Cost

Department: Parks **Responses:** 2

Vendors	Complete	Bid Total	City Comments
WILDCAT PAINTING INC	Complete	$85,500.00	Award 04/05/2016 Park & Recreation Department/Recreation Division
DEM ENTERPRISES LLC	Complete	$97,257.00	

Top of the Page

POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB640057 **Swimming Pool Repairs** **Close Date/Time:** 3/25/2016 10:00 AM CST

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

Award Method: Aggregate Cost

Department: Parks **Responses:** 2

Go to: 001

Line 001 | Base Bid: Furnish all labor, material, and equipment for strip and replace all caulking for pool joints and concrete seams of pool floor, walls and gutters; patchwork & repairs as indicated; blasting or power washing as indicated; and repainting of pool basin, gutters, steps, striping, and all coating systems should include "spot" prep and priming of affected areas at Boston Main Pool 6700 E. Boston as per specifications

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WILDCAT PAINTING INC	1	Lump Sum	$26,100.0000	$26,100.00	Complete	
DEM ENTERPRISES LLC	1	Lump Sum	$35,689.0000	$35,689.00	Complete	

Line 002 | Base Bid: Furnish all labor, material, and equipment for strip and replace all caulking for pool joints and concrete seams of pool floor, walls and gutters; patchwork & repairs as indicated; blasting or power washing as indicated; and repainting of pool basin, gutters, steps, striping, and all coating systems should include "spot" prep and priming of affected areas at Boston Wading Pool 6700 E. Boston as per specifications

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WILDCAT PAINTING INC	1	Lump Sum	$2,400.0000	$2,400.00	Complete	
DEM ENTERPRISES LLC	1	Lump Sum	$3,856.0000	$3,856.00	Complete	

Line 003 | Base Bid: Furnish all labor, material, and equipment for strip and replace all caulking for pool joints and concrete seams of pool floor, walls and gutters; patchwork & repairs as indicated; blasting or power washing as indicated; and repainting of pool basin, gutters, steps, striping, and all coating systems should include "spot" prep and priming of affected areas at Linwood Main Pool 1900 S. Hydraulic as per specifications

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DEM ENTERPRISES LLC	1	Lump Sum	$25,000.0000	$25,000.00	Complete	
WILDCAT PAINTING INC	1	Lump Sum	$26,100.0000	$26,100.00	Complete	

Line 004 | Base Bid: Furnish all labor, material, and equipment for strip and replace all caulking for pool joints and concrete seams of pool floor, walls and gutters; patchwork & repairs as indicated; blasting or power washing as indicated; and repainting of pool basin, gutters, steps, striping, and all coating systems should include "spot" prep and priming of affected areas at Linwood Wading Pool 1900 S. Hydraulic as per specifications

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WILDCAT PAINTING INC	1	Lump Sum	$2,400.0000	$2,400.00	Complete	
DEM ENTERPRISES LLC	1	Lump Sum	$3,856.0000	$3,856.00	Complete	

Line 005 | Base Bid: Furnish all labor, material, and equipment for strip and replace all caulking for pool joints and concrete seams of pool floor, walls and gutters; patchwork & repairs as indicated; blasting or power washing as indicated; and repainting of pool basin, gutters, steps, striping, and all coating systems should include "spot" prep and priming of affected areas at Orchad Main Pool 1062 N.Clara as per specifications

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DEM ENTERPRISES LLC	1	Lump Sum	$25,000.0000	$25,000.00	Complete	
WILDCAT PAINTING INC	1	Lump Sum	$26,100.0000	$26,100.00	Complete	

Line 006 | Base Bid: Furnish all labor, material, and equipment for strip and replace all caulking for pool joints and concrete seams of pool floor, walls and gutters; patchwork & repairs as indicated; blasting or power washing as indicated; and repainting of pool basin, gutters, steps, striping, and all coating systems should include "spot" prep and priming of affected areas at Orchad Wading Pool 1062 N.Clara as per specifications

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WILDCAT PAINTING INC	1	Lump Sum	$2,400.0000	$2,400.00	Complete	
DEM ENTERPRISES LLC	1	Lump Sum	$3,856.0000	$3,856.00	Complete	

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB640060 **Tennis/Futsal Ct & Park Improvements** **Close Date/Time:** 4/1/2016 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Return to the Bid List

Responses: 4

Vendors	Complete	Bid Total	City Comments
BUILDERS PLUS CONSTRUCTION LLC	Complete	$308,500.00	Award 4-5-16 Base Bid with Alternate 1 Public Works & Utilities Dept./Fleet & Facililties Division
MULTICON INC.	Complete	$310,000.00	
DANCO ENTERPRISES INC.	Complete	$338,850.00	
BAUER & SON CONSTRUCTION CO INC	Complete	$357,260.00	
	BIDS WITHIN ARCHITECTS ESTIMATE		

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Architect's Base Bid Estimate: $317,360.00

POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Group Line

Solicitation: FB640060 **Tennis/Futsal Ct & Park Improvements** **Close Date/Time:** 4/1/2016 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Go to: 1

Return to the Bid List

Responses: 4

Group 1

Vendors	Complete	Group Total Net Bid
BUILDERS PLUS CONSTRUCTION LLC	Complete	$278,900.00
MULTICON INC.	Complete	$279,470.00
DANCO ENTERPRISES INC.	Complete	$309,000.00
BAUER & SON CONSTRUCTION CO INC	Complete	$326,000.00
Group 1: Alternate 1		
MULTICON INC.	Complete	$2,300.00
BUILDERS PLUS CONSTRUCTION LLC	Complete	$2,600.00
DANCO ENTERPRISES INC.	Complete	$3,400.00
BAUER & SON CONSTRUCTION CO INC	Complete	$4,130.00
Group 1: Alternate 2		
DANCO ENTERPRISES INC.	Complete	$26,450.00
BUILDERS PLUS CONSTRUCTION LLC	Complete	$27,000.00
BAUER & SON CONSTRUCTION CO INC	Complete	$27,130.00
MULTICON INC.	Complete	$28,230.00

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POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB640060 **Tennis/Futsal Ct & Park Improvements** **Close Date/Time:** 4/1/2016 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Go to: 001

Return to the Bid List

Responses: 4

Line 001 | Base Bid: Labor, Material, and Equipment for Tennis & Futsal Courts and Park Improvements at Fairmont Park, 1647 N. Yale Blvd., Wichita, KS as per Specifications and Drawings.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BUILDERS PLUS CONSTRUCTION LLC	1	Lump Sum	$278,900.0000	$278,900.00	Complete	
MULTICON INC.	1	Lump Sum	$279,470.0000	$279,470.00	Complete	
DANCO ENTERPRISES INC.	1	Lump Sum	$309,000.0000	$309,000.00	Complete	
BAUER & SON CONSTRUCTION CO INC	1	Lump Sum	$326,000.0000	$326,000.00	Complete	

Line 002 | Add Alternate No. 1: 15' Aluminum Bleacher and Associated Concrete Pad

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MULTICON INC.	1	Lump Sum	$2,300.0000	$2,300.00	Complete	
BUILDERS PLUS CONSTRUCTION LLC	1	Lump Sum	$2,600.0000	$2,600.00	Complete	
DANCO ENTERPRISES INC.	1	Lump Sum	$3,400.0000	$3,400.00	Complete	
BAUER & SON CONSTRUCTION CO INC	1	Lump Sum	$4,130.0000	$4,130.00	Complete	

Line 003 | Add Alternate No. 2: Musco LED Lighting Fixtures in Lieu of Metal Hallide.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DANCO ENTERPRISES INC.	1	Lump Sum	$26,450.0000	$26,450.00	Complete	
BUILDERS PLUS CONSTRUCTION LLC	1	Lump Sum	$27,000.0000	$27,000.00	Complete	
BAUER & SON CONSTRUCTION CO INC	1	Lump Sum	$27,130.0000	$27,130.00	Complete	
MULTICON INC.	1	Lump Sum	$28,230.0000	$28,230.00	Complete	

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB640061

9,500 GVW Reg Cab & Chassis Pickup Truck

Close Date/Time: 4/1/2016 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Water Distribution

Return to the Bid List

Responses: 3

Vendors	Complete	Bid Total	City Comments
DON HATTAN CHEVROLET INC	Complete	$90,252.00	Award 04/05/2016 Base Bid w/All Options as Negotiated PW & U Dept/Water Distribtution Div
DAVIS MOORE AUTOMOTIVE INC	Partial	$75,460.00	
DAVIS MOORE CHEVROLET INC	Partial	$80,597.04	

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB640061

9,500 GVW Reg Cab & Chassis Pickup Truck

Close Date/Time: 4/1/2016 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Water Distribution

Go to: 001

Return to the Bid List

Responses: 3

Line 001 | BASE BID: New Unused Current Model Two Wheel Drive, 9,500 GVW Regular Cab and Chasis Pickup Truck
Manufacturer:_____Model:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$25,350.0000	$25,350.00	Complete	Chevrolet CC25903
DAVIS MOORE AUTOMOTIVE INC	1	Each	$26,336.0000	$26,336.00	Complete	Ram 2500
DAVIS MOORE CHEVROLET INC	1	Each	$26,770.4600	$26,770.46	Complete	Chevrolet 2500

Line 002 | OPTION # 1: Extended Cab, Quad Cab, or Double Cab with a Standard Six Foot Minimum Bed

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE CHEVROLET INC	1	Each	$1,362.6000	$1,362.60	Complete	
DON HATTAN CHEVROLET INC	1	Each	$2,500.0000	$2,500.00	Complete	2,300 dollars negotiated
DAVIS MOORE AUTOMOTIVE INC				**No Bid.**		

Line 003 | OPTION # 2: Extended Cab, Quad Cab, or Double Cab with a Standard Eight Foot Minimum Bed

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE CHEVROLET INC	1	Each	$1,540.0400	$1,540.04	Complete	
DON HATTAN CHEVROLET INC	1	Each	$2,800.0000	$2,800.00	Complete	2,500 dollars negotiated
DAVIS MOORE AUTOMOTIVE INC				**No Bid.**		

Line 004 | OPTION # 3: Crew Cab with a Standard 5 1/2 Foot Minimum Bed

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE CHEVROLET INC	1	Each	$2,800.6000	$2,800.60	Complete	
	1	Each	$2,947.0000	$2,947.00	Complete	

DAVIS MOORE AUTOMOTIVE INC						
DON HATTAN CHEVROLET INC	1	Each	$5,400.0000	$5,400.00	Complete	3,750 dollars negotiated

Line 005 | OPTION # 4: Line X Lining, Under Rail, Including Tailgate

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE CHEVROLET INC	1	Each	$435.6000	$435.60	Complete	
DAVIS MOORE AUTOMOTIVE INC	1	Each	$610.0000	$610.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$620.0000	$620.00	Complete	

Line 006 | OPTION # 5: Directional Arrow Stick Model: Whelen LED Arrow Board Model TACF-85 with 35 Foot Cord (Placement Will BE Determined at Time of Build).

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE CHEVROLET INC	1	Each	$1,407.0000	$1,407.00	Complete	
DAVIS MOORE AUTOMOTIVE INC	1	Each	$1,407.0000	$1,407.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,607.0000	$1,607.00	Complete	

Line 007 | OPTION # 6: Headache Rack, RKI Model WG 10 or Approved Equal

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	$658.0000	$658.00	Complete	
DAVIS MOORE CHEVROLET INC	1	Each	$658.0000	$658.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$825.0000	$825.00	Complete	

Line 008 | OPTION # 7: LED Hideaway Strobes in Front Headlights Housing and Rear Tail Light Housing. Color to be Determined at Build. Contact Mike Nordick at 316-268-4040.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE CHEVROLET INC	1	Each	$1,310.0000	$1,310.00	Complete	
DAVIS MOORE AUTOMOTIVE INC	1	Each	$1,310.0000	$1,310.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,625.0000	$1,625.00	Complete	

Line 009 | OPTION # 8: Four Wheel Drive with Electronic Touch Control

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	$1,855.0000	$1,855.00	Complete	Crew Cab 4x4. Reg Cab 4x4 adds 2,821 dollars

DAVIS MOORE CHEVROLET INC	1	Each	$2,265.0400	$2,265.04	Complete	Regular Cab. Double Cab with std 6ft bed 2,265.04 dollars, Double Cab with 8ft bed 2,265.06 dollars, Crew Cab with std 5.5ft bed 2,265.04 dollars. Double Cab with std 6ft bed bucket seats 2,410.49 dollars, Double cab with std 8ft bed bucket seats 2,410.49 dollars, Crew cab with std 5.5ft bed bucket seats 2,365.51 dollars
DON HATTAN CHEVROLET INC	1	Each	$3,400.0000	$3,400.00	Complete	2,950 dollars negotiated

Line 010 | OPTION # 9: Fiberglass Topper with Lockable Swing Up Side and Rear Windows Painted to Match Truck (Colors May Vary). Windows Shall be Glass

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE CHEVROLET INC	1	Each	$1,976.0000	$1,976.00	Complete	
DAVIS MOORE AUTOMOTIVE INC	1	Each	$1,976.0000	$1,976.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$2,300.0000	$2,300.00	Complete	

Line 011 | OPTION # 10: Whelen Model JE2AAAA Light Bar, Overall Length to be 56.25". Light Bar Shall Include (4) CON3 LED Strobes on the Front with (2) Alley Lights and (2) Take Down Lights and a TACTACD1 Controller

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	$2,638.0000	$2,638.00	Complete	
DAVIS MOORE CHEVROLET INC	1	Each	$2,638.0000	$2,638.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$2,950.0000	$2,950.00	Complete	

Line 012 | OPTION # 11: Aluminum Tread Plate Standard Saddle Box with Lockable Lid

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE CHEVROLET INC	1	Each	$748.0000	$748.00	Complete	
DAVIS MOORE AUTOMOTIVE INC	1	Each	$748.0000	$748.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$950.0000	$950.00	Complete	

Line 013 | OPTION # 12: Full Size Bed Slide Tray with 12" Removable Sides and End

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	$1,264.0000	$1,264.00	Complete	
DAVIS MOORE CHEVROLET INC	1	Each	$1,264.0000	$1,264.00	Complete	

DON HATTAN CHEVROLET INC	1	Each	$1,500.0000	$1,500.00	Complete

Line 014 | OPTION# 13: Whelen SX8BBRR 48.5" LFL Liberty Series Light Bar Installed on Cab of Truck

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE CHEVROLET INC	1	Each	$4,381.0000	$4,381.00	Complete	
DAVIS MOORE AUTOMOTIVE INC	1	Each	$4,381.0000	$4,381.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$4,700.0000	$4,700.00	Complete	

Line 015 | OPTION # 14: Other Factory Standard Colors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DON HATTAN CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	
DAVIS MOORE AUTOMOTIVE INC	1	Each	$0.0000	$0.00	Complete	
DAVIS MOORE CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	

Line 016 | OPTION # 15: Bucket Seats

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	$4,190.0000	$4,190.00	Complete	Cost for Reg cab. Cloth only from factory add 1,200 dollars for vinyl. Cost 5,186 for bucket seats in a crew cab. Cloth only from factory add 1,200 dollars for vinyl
DON HATTAN CHEVROLET INC	1	Each	$4,600.0000	$4,600.00	Complete	0 dollars not available
DAVIS MOORE CHEVROLET INC	1	Each	$5,900.7000	$5,900.70	Complete	Double Cab with std 8ft bed 2wd. Must go up a trim level to LT to get bucket seats. Reg cab not available from factory. Double Cab with std 6ft bed 2wd 5,902.65 dollars, Double cab with std 6f bed 4wd 6,048.10 dollars, Double Cab with std 8ft bed 2wd 5,900.70 dollars, Double Cab with std 8ft bed 4wd 6,050.00 dollars, Crew Cab with std 5.5ft bed 2wd 6,402.14 dollars, Crew Cab with std 5.5ft bed 4wd 6,502.61 dollars

Line 017 | OPTION # 16: 6.0L Minimum Engine with Active Fuel Management

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
	1	Each	$0.0000	$0.00	Complete	Standard

DON HATTAN CHEVROLET INC						
DAVIS MOORE AUTOMOTIVE INC	1	Each	$0.0000	$0.00	Complete	Included in base
DAVIS MOORE CHEVROLET INC				**No Bid.**		

Line 018 | OPTION # 17 Victory Red

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE CHEVROLET INC	1	Each	$0.0000	$0.00	Complete	Red Hot
DAVIS MOORE AUTOMOTIVE INC	1	Each	$0.0000	$0.00	Complete	Flame Red
DON HATTAN CHEVROLET INC	1	Each	$800.0000	$800.00	Complete	

Line 019 | OPTION # 18: Lockable Bed Cap

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	$1,410.0000	$1,410.00	Complete	
DAVIS MOORE CHEVROLET INC	1	Each	$1,410.0000	$1,410.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,700.0000	$1,700.00	Complete	

Line 020 | OPTION # 19: 1,500 LB Capacity Tommy Lift Gate

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE CHEVROLET INC	1	Each	$4,220.0000	$4,220.00	Complete	
DAVIS MOORE AUTOMOTIVE INC	1	Each	$4,220.0000	$4,220.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$4,900.0000	$4,900.00	Complete	

Line 021 | OPTION # 20: Topper Knapheide Model KKL83B or Approved Equal, Painted to Match Chassis

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	$4,676.0000	$4,676.00	Complete	
DAVIS MOORE CHEVROLET INC	1	Each	$4,676.0000	$4,676.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$5,350.0000	$5,350.00	Complete	

Line 022 | OPTION # 21: Front Mounted Brush Guards Westin Model HDX or Approved Equal, Black

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
	1	Each	$874.0000	$874.00	Complete	

DAVIS MOORE CHEVROLET INC					
DAVIS MOORE AUTOMOTIVE INC	1	Each	$874.0000	$874.00	Complete
DON HATTAN CHEVROLET INC	1	Each	$1,200.0000	$1,200.00	Complete

Line 023 | OPTION # 22: Flood Lights Mounted on Ends of Headache Rack Manually Operated 200,000 Candle Watt Minimum

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	$843.0000	$843.00	Complete	
DAVIS MOORE CHEVROLET INC	1	Each	$843.0000	$843.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,000.0000	$1,000.00	Complete	

Line 024 | OPTION # 23: 3" Tubular Stainless Steel Nerf Bars

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE CHEVROLET INC	1	Each	$392.0000	$392.00	Complete	
DAVIS MOORE AUTOMOTIVE INC	1	Each	$392.0000	$392.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$525.0000	$525.00	Complete	

Line 025 | OPTION # 24: 3000 Watt Power Inverter. Locations to be Determined at Build. Contact William Reuschel at 316-219-8907.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE AUTOMOTIVE INC	1	Each	$1,341.0000	$1,341.00	Complete	
DAVIS MOORE CHEVROLET INC	1	Each	$1,341.0000	$1,341.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$1,650.0000	$1,650.00	Complete	

Line 026 | OPTION # 25: Utility Body. See Specifications

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DAVIS MOORE CHEVROLET INC	1	Each	$11,384.0000	$11,384.00	Complete	
DAVIS MOORE AUTOMOTIVE INC	1	Each	$11,384.0000	$11,384.00	Complete	
DON HATTAN CHEVROLET INC	1	Each	$12,000.0000	$12,000.00	Complete	

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April 4, 2016

Purchases Utilizing High Technology Items

Ordinance No. 35-856 Section 2.64.020. (g)

SUBJECT: CIS Replacement Project-Gateway

Electronic bill presentment and payment services.

FOR A TOTAL OF $109,910.33

Department: Information Technologies/Info Services

Vendor	Reference Authority	Cost
Invoice Cloud	Ordinance No. 35-856 Section 2 (g)	$109,910.33

April 4, 2016

Purchases Utilizing Sole Source of Supply

Ordinance No. 35-856 Section 2. (b)

SUBJECT: mSlate Upgrade Equipment and Installation

Equipment and services to upgrade 24 fixed route vehicles and 5 paratransit vehicles with mSlate.

FOR A TOTAL OF $147,763.00

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: Wichita Transit

Vendor	Reference Authority	Cost
Avail Technologies Inc.	Ordinance No. 35-856 Section 2 (b)	$147,763.00

April 4, 2016

Purchases Utilizing Sole Source of Supply

Ordinance No. 35-856 Section 2. (b)

SUBJECT: TSI Price for Upgrade from Verint MDVR to TSI XDMR

Upgrade of existing mobile video surveillance systems from Verint MDVR to TSI XDMR on 20 buses

FOR A TOTAL OF $63,660.00

This is a sole source of supply when material to be purchased is available from a sole distributor.

Department: Wichita Transit

Vendor	Reference Authority	Cost
Transit Solutions LLC	Ordinance No. 35-856 Section 2 (b)	$63,660.00

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 5, 2016

a. Market and Topeka Bike Lanes (Mt. Vernon to Kellogg) (472-85281/092449/) Traffic to be maintained during construction using flagpersons and barricades. (District III) - $300,000.00

b. Water Distribution System to serve The Woods Addition (east of 151st Street West, north of Maple) (448-90165/735546/470219) Does not affect existing traffic. (District V) - $60,720.00

c. Lateral 2, Main 8, Cowskin Interceptor Sewer to serve The Woods Addition (east of 151st Street West, north of Maple) (468-84130/744410/480102) Does not affect existing traffic. (District V) - $97,270.00

d. 2016 Outsourced Pavement Preservation Program Joint and Crack Seal, Phase 2 (Various locations) (472-85270/132726/) Traffic to be maintained during construction using flagpersons and barricades. (District V) - $566,999.80

e. Jackson Heights Court from the east line of 127th Street East, east to and including the cul-de-sac to serve Marinita Addition (south of Central, west of 127th Street East) (472-85240/766353/490375) Does not affect existing traffic. (District II) - $109,500.00

To be Bid: March 18, 2016

PRELIMINARY ESTIMATE of the cost of:
Market and Topeka Bike Lanes
(Mt. Vernon to Kellogg)

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

	LUMP SUM BID ITEMS		
1	Mobilization	1	LS
2	Traffic Control	1	LS
	MEASURED QUANTITY BID ITEMS - PAVEMENT MARKING		
3	Flexible Delineators	7	ea
4	Removal of existing markings (grinding)	2,524	lf
5	Pavement Marking (Multi-component)(White)(4" Solid)	31,216	lf
6	Pavement Marking (Multi-component)(White)(4" Dotted)	145	lf
7	Pavement Marking (Multi-component)(Yellow)(4")	285	lf
8	Pavement Marking (Multi-component)(Yellow)(8")	44	lf
9	Pavement Marking (Multi-component)(White)(6")	7,176	lf
10	Pavement Marking (Multi-component)(White)(6" Dotted)	891	lf
11	Pavement Marking (Multi-component)(White)(8")	1,010	lf
12	Pavement Marking (Multi-component)(White)(16")	86	lf
13	Pavement Marking (Multi-component)(White)(24")	440	lf
14	24" High Visibility Crosswalk	2,010	lf
15	Pavement Marking (Multi-component)(Sharrow)	33	ea
16	Pavement Marking (Multi-component)(Bike Lane)	42	ea
17	Pavement Marking (Multi-component)(Left/Straight/Right Arrow)	5	ea
18	Pavement Marking (Multi-component)(Straight/Left Arrow)	7	ea
19	Pavement Marking (Multi-component)(Right Arrow)	8	ea
20	Pavement Marking (Multi-component)(RxR Crossing)	4	ea
	MEASURED QUANTITY BID ITEMS - SIGNING		
21	Sign Removals	28	ea
22	No Parking (R7-1)	2	ea
23	Bicycles May Use Full Lane (R4-11)	11	ea
24	Right Lane Must Turn Right (R3-7R)	1	ea
25	Bike Lane (R3-17)	13	ea
26	Ahead (Plaque) (W16-9P)	6	ea
27	Yield Here to Pedestrians (R1-5a)	4	ea
28	Pedestrian Crossing (W11-2)	10	ea
29	Diagonal Downward Arrow (W16-7P)	4	ea
30	Begin Right Turn, Yield to Bikes (R4-4)	3	ea
31	Pedestrian and Bike Crossing (W11-15)	4	ea
32	Bike Route (D11-1)	1	ea
33	Wayfinding Destination (D1-1 Plaque)	1	ea
34	Turning Vehicles Yield to Bike/Ped (R10-15 (Mod.)	8	ea
35	Ends (Plaque) (R3-17bP)	1	ea
	ADD ALTERNATE #1 - MEASURED QUANTITY BID ITEMS - LINCOLN & TOPEKA		
36	Audible Pedestrian Signals	8	ea
37	Video Detection (SB)	1	ea
	ADD ALTERNATE #2 - MEASURED QUANTITY BID ITEMS - HARRY & MARKET		
38	Audible Pedestrian Signals	8	ea
39	Video Detection (NB)	1	ea
	ADD ALTERNATE #3 - MEASURED QUANTITY BID ITEMS - LINCOLN & MARKET		
40	Audible Pedestrian Signals	8	ea
41	Video Detection (NB)	1	ea

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost $300,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

City Clerk

448-90165 (735546) 470219 District V

To be Bid: March 18, 2016

PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve The Woods Addition
(east of 151st Street West, north of Maple)

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

	LUMP SUM BID ITEMS		
1	Maintain Existing BMPs	1	LS
2	Site Clearing	1	LS
3	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS		
4	Pipe, WL 4"	125	lf
5	Pipe, WL 8"	919	lf
6	Pipe, WL 8", DICL	5	lf
7	Pipe, Casing (18" ID min.)	80	lf
8	Fire Hydrant Assembly	2	ea
9	Valve Assembly, Blowoff 2"	1	ea
10	Fill, Protective	130	lf
11	Fill, Sand (Flushed & Vibrated)	123	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost $60,720.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

City Clerk

470219 (735546) 448-90165
Page _____ EXHIBIT _____

468-84130 (744410) 480102 District V

To be Bid: March 18, 2016

PRELIMINARY ESTIMATE of the cost of:
Lateral 2, Main 8, Cowskin Interceptor Sewer to serve The Woods Addition
(east of 151st Street West, north of Maple)

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

	LUMP SUM BID ITEMS		
	Maintain Existing BMPs	1	LS
1	Seeding	1	LS
2	Site Clearing	1	LS
3	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS		
4	Pipe, SS 8"	992	lf
5	Pipe Stub, 4"	5	ea
6	Air Testing, SS Pipe	992	lf
7	Fence, Orange Safety	1,553	lf
8	MH, Standard SS (4')	4	ea
9	Riser Assembly 4", Manhole Stub	1	ea
10	Riser Assembly 4", Vertical	4	ea
11	Fill, Sand (Flushed & Vibrated)	840	lf
12	Fill, Flowable	99	lf
13	Encasement, Concrete 8", Reinforced	20	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost $97,270.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

_____
City Clerk

480102 (744410) 468-84130
Page _____

EXHIBIT _____

472-85270 (132726) Districts V

To be Bid: March 18, 2016

PRELIMINARY ESTIMATE of the cost of:
2016 Outsourced Pavement Preservation Program Joint and Crack Seal, Phase 2
(Various locations)

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

MEASURED QUANTITY BID ITEMS (132726)

1	Joint and Crack Sealing	366,607	lbs	
2	Crack Routing	51,000	lf	
	Construction Subtotal			
	Engineering & Inspection			
	Administration			
	Publication			
	Water Dept			
	Contingency			
	Total Estimated Cost			$566,999.80

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

City Clerk

(132726) 472-85270

Page _____ EXHIBIT _____

472-85240 (766353) 490375 District II

To be Bid: March 18, 2016

PRELIMINARY ESTIMATE of the cost of:
Jackson Heights Court from the east line of 127th Street East, east to and including the cul-de-sac to serve Marinita Addition

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

	LUMP SUM BID ITEMS		
1	Excavation	170	cy
2	Fill, Compacted (90% Density)	668	cy
3	Maintain Existing BMPs	1	LS
4	Site Clearing	1	LS
5	Site Restoration	1	LS
6	Signing	1	LS
7	Seeding	1	LS
	MEASURED QUANTITY BID ITEMS		
8	AC Pavement 5" (3" Bit Base)	819	sy
9	Crushed Rock Base 5", Reinforced	1,002	sy
10	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	455	lf
11	Inlet Hookup	1	ea
12	Inlet Underdrain	15	lf
13	Grading, Ditch	235	lf
14	Tree Removed, Large	5	ea
15	Inlet, Curb (Type 1A) (L=5' W=3')	1	ea
16	Pipe, SWS 12"	54	lf
17	Pipe, SWS 18"	227	lf
18	Pipe Removed, RCP and CMP	48	lf
19	Rip-Rap, Light Stone	45	sy
20	BMP, Erosion Control Blanket	311	lf
21	BMP, Curb Inlet Protection	1	ea
22	BMP, Ditch Check	4	ea
23	BMP, Silt Fence	1,327	lf
	LUMP SUM BID ITEMS		
24	Fill, Compacted (95% Density)	466	cy
25	Borrow Excavation (Contractor Furnished)	964	cy

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $109,500.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

City Clerk

490375 (766353) 472-85240

Page _____ EXHIBIT _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 5, 2016

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Woods Addition, east of 151st Street West, north of Maple. (District V) (472-84361/766357/490380) – Total Estimated Cost $179,300.

To the City Council
Wichita, Kansas

Date of CC 04/05/2016
(OCA/PROJ) 766357/472-84361
(PPN) 490-380

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Woods Addition (District V).

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

Total Estimated Cost $179,300

CITY OF WICHITA
STATE OF KANSAS) SS

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

Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2016.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Woods Addition, east of 151st Street West, north of Maple. (District V) (472-84361/766357/490380) – Total Estimated Cost $179,300.

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 5, 2016

PRELIMINARY ESTIMATE of the cost of water distribution improvements to serve Woods Addition, east of 151st Street West, north of Maple. (District V) (448-90165/735546/470219) – Total Estimated Cost $55,760.

To the City Council
Wichita, Kansas

Date of CC	04/05/2016
(OCA/PROJ)	735546/448-90165
(PPN)	470-219

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of water distribution improvements to serve Woods Addition (District V).

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

Total Estimated Cost $55,760

CITY OF WICHITA
STATE OF KANSAS) SS

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

Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2016.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of water distribution improvements to serve Woods Addition, east of 151st Street West, north of Maple. (District V) (448-90165/735546/470219) – Total Estimated Cost $55,760.

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 5, 2016

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Elder and Elm Streets, north of Central, east of Hoover. (District VI) (472-85221/766336/490357) – Total Estimated Cost $543,500.

To the City Council
Wichita, Kansas

Date of CC	04/05/2016
(OCA/PROJ)	766336/472-85221
(PPN)	490-357

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Elder and Elm Streets (District VI).

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

Total Estimated Cost $543,500

CITY OF WICHITA
STATE OF KANSAS) SS

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

Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2016.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Elder and Elm Streets, north of Central, east of Hoover. (District VI) (472-85221/766336/490357) – Total Estimated Cost $543,500.

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 5, 2016

PRELIMINARY ESTIMATE of the cost of sanitary sewer improvements to serve Woods Addition, east of 151st Street West, north of Maple. (District V) (468-84130/744410/480102) – Total Estimated Cost $97,270.

To the City Council
Wichita, Kansas

Date of CC	04/05/2016
(OCA/PROJ)	744410/468-84130
(PPN)	480-102

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of sanitary sewer improvements to serve Woods Addition (District V).

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

Total Estimated Cost $97,270

CITY OF WICHITA
STATE OF KANSAS) SS

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

Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2016.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of sanitary sewer improvements to serve Woods Addition, east of 151st Street West, north of Maple. (District V) (468-84130/744410/480102) – Total Estimated Cost $97,270.

Page_____ Exhibit_____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 5, 2016

PRELIMINARY ESTIMATE of the cost of water distribution improvements to serve Woods North 3rd Addition, south of 29th Street North, west of 127th Street East.(District II) (448-90557/735549/470-222) – Total Estimated Cost $63,800

To the City Council
Wichita, Kansas

Date of CC	04/05/2016
(OCA/PROJ)	735549/448-90557
(PPN)	470-222

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of water distribution improvements to serve Woods North 3rd Addition (District II).

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

Total Estimated Cost $63,800

CITY OF WICHITA
STATE OF KANSAS) SS

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

Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2016.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of water distribution improvements to serve Woods North 3rd Addition, south of 29th Street North, west of 127th Street East.(District II) (448-90557/735549/470-222) – Total Estimated Cost $63,800

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 5, 2016

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Tyler's Landing 4th Addition, east of Tyler, south of 37th Street North. (District V) (472-85181/766358/490381) – Total Estimated Cost $207,600.

To the City Council
Wichita, Kansas

Date of CC	04/05/2016
(OCA/PROJ)	766358/472-85181
(PPN)	490-381

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Tyler's Landing 4th Addition (District V).

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

Total Estimated Cost $207,600

CITY OF WICHITA
STATE OF KANSAS) SS

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

Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2016.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Tyler's Landing 4th Addition, east of Tyler, south of 37th Street North. (District V) (472-85181/766358/490381) – Total Estimated Cost $207,600.

Page _____ Exhibit _____

To the City Council
Wichita, Kansas

Date of CC	04/05/2016
(OCA/PROJ)	744408/468-85023
(PPN)	480-100

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of sanitary sewer improvements to serve Moscelyn Meadows Addition (District IV).

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

Total Estimated Cost $22,800

CITY OF WICHITA
STATE OF KANSAS) SS

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

Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2016.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of sanitary sewer improvements to serve Moscelyn Meadows Addition, north of Kellogg, west of 151st Street West. (District IV) (468-85023/744408/480100) – Total Estimated Cost $22,800.

Page _____ Exhibit _____

City of Wichita
City Council Meeting
April 5, 2016

TO: Mayor and City Council

SUBJECT: Change Order No. 8 for Improvements to 37th Street North, Broadway to Hydraulic (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve Change Order No. 8.

Background: On January 7, 2014, the City Council approved a contract with Cornejo & Sons, LLC, for improvements to 37th Street North, between Broadway and Hydraulic. The following change orders have been processed for this project to date:

Change Order	Date Processed or Approved	Provided	Cost
Original	January 7, 2014	Original construction contract.	$5,243,701
No. 1	September 23, 2014	Due to alignment modifications around existing utilities, one section of the reinforced concrete box needed to be removed, have new dowel bars drilled, and a larger cast-in-place section poured.	$5,232
No. 2	October 13, 2014	Due to the elevation difference between the new and existing pavement and the turn radius needed for semi-trailers, the contractor installed a temporary surface and drainage pipe within the ditches and right-of-way.	$8,913
No. 3	November 10, 2014	Adjustment of measured quantity bid items based on final field measurements for tree removal services. Additional message boards were used to help direct semi-trucks to appropriate intersections for turns, which kept through traffic moving and prevented damage to the new pavement.	$9,400
No. 4	December 12, 2014	The driveway for Siemens needed to remain open to traffic during construction to keep access to business and semi-truck traffic. Due to the elevation difference between the new and existing pavement, the contractor installed a temporary drive station and security gate.	$8,303
No. 5	January 5, 2015	Installed temporary surfacing, drainage pipe, and sod restoration.	$6,854
No. 6	March 12, 2015	Due to poor drainage in the ditch on the north side of 37th Street North, water backs up onto adjacent properties during storm events. A storm sewer crossing with end sections and rip rap was added to prevent flooding on private property.	$10,307

No. 7	October 13, 2015	Included construction phasing costs associated with acquisition of the railroad agreement and scheduling costs associated with waterline shutdowns.	$236,254
		Total of all previously approved change orders	$285,263
		Total contract cost to date	$5,528,964

Analysis: The proposed change order allows for payment of a median removal to permit better access for semi-trucks into nearby businesses, and for correction of two discrepancies regarding the measured quantity bid items on Change Order No. 7.

Financial Considerations: The cost of the proposed change order is $30,184, which brings the total contract amount to $5,559,148. Funding is available within the existing budget of $7,640,000, approved by the City Council on October 13, 2015.

Legal Considerations: Change Order No. 8 has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve Change Order No. 8 and authorize the necessary signatures.

Attachment: Change Order No. 8.

4274

CITY OF WICHITA

PUBLIC WORKS-ENGINEERING

February 22, 2016

CHANGE ORDER

To: Cornejo & Sons, LLC

Project: 37th, Broadway to Hydraulic

Change Order No.: 8
Purchase Order No.: PO440014

Project No.: 87N-0567-01 / 472-84692
OCA No.: 706992 / 620610 / 636268
PPN: 208457 / 662024 / 772076

CHANGE ORDER TOTAL: $30,184.01
706992 – $12,184.01
636268 – $18,000.00

CHARGE TO OCA No.: 706992
Please perform the following extra work at a cost not to exceed $12,184.01

Additional Work: Median removal
Reason for Additional Work: A business loads material delivered by rail car at the driveway entrance at Sta 126+75 Rt. The median in front of the driveway does not allow the semi-truck to enter or exit the driveway without driving over the median or over the grass beside the driveway. The driveway's proximity to the railroad tracks and other utilities prevent widening the driveway. The portion of the median will be removed to allow better access for the semi-trucks.

(706992)

Line #	KDOT #	Item (Non-Part)	Negotiated/ Bid	Qty	Unit Price	Extension
1	1	Mobilization	Negot'd	1 LS	2,978.50	2,978.50
8	4	Concrete &/or Asph Pvmt Rem.	Bid	10 sy	4.00	40.00
13	29	Concrete Pvmt 9" Uniform	Bid	101 sy	68.00	6,868.00
17	29	Concrete Ramp Nose Section	Bid	1 ea	950.00	950.00
80	54	Pavement Marking	Negot'd	1 LS	714.15	714.15
NEW	29	4" Expansion Material	Negot'd	203 lf	3.12	633.36

TOTAL: $12,184.01

CHARGE TO OCA No.: 636268
Please perform the following extra work at a cost not to exceed $18,000.00

Additional Work: Correct Change Order #7 quantities
Reason for Additional Work: Two line items on Change Order #7 contained incorrect quantities that were not recognized until after approval of the change order. Contractor and City staff have resolved the discrepancy. This is an adjustment of those measured bid items to the correct quantity.

(636268)

Line #	KDOT #	Item (Non-part)	Negotiated/ Bid	Qty	Unit Price	Extension
139	4	Fire Hydrant	Bid	6 ea	2,800.00	16,800.00
146	4	Valve Box Adjusted	Bid	10 ea	120.00	1,200.00

TOTAL: $18,000.00

CIP Budget Amount:	**$7,230,000.00 (706992)** $241,100.00 (620610) **$429,000.00 (636268)**	**Original Contract Amt.:**	**$5,243,700.90**
Consultant: PEC		**Current CO Amt.:**	$30,184.01
(706992)		**Amt. of Previous CO's**	$285,262.97
Total Exp. & Encum. To Date:	$6,897,113.99	**Total of All CO's:**	$315,446.98
CO Amount:	$12,184.01		
Unencum. Bal. After CO:	$320,702.00	**Adjusted Contract Amt.:**	$5,559,147.88
(636268)			
Total Exp. & Encum. To Date:	$401,776.01		
CO Amount:	$18,000.00		
Unencum. Bal. After CO:	$9,223.99		

Recommended By:

03/03/16

Steve Degenhardt, P.E. — Date
Construction Division Manager

Approved:

03/11/16

Gary Janzen, P.E. — Date
City Engineer

Approved:

03/10/16

Contractor — Date

Approved

3/22/16

Alan King — Date
Director of Public Works & Utilities

Approved as to Form:

3-15-16

Jennifer Magaña — Date
City Attorney and Director of Law

By Order of the City Council:

Jeff Longwell — Date
Mayor

Attest:_____
City Clerk

Agenda Item No. II-5a

City of Wichita
City Council Meeting
April 5, 2016

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 4921 E. 21st for the 21st and Oliver Intersection Project. (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 25, 2015, the City Council approved the reconstruction of the intersection at E. 21st and N. Oliver. Improvements to the intersection include the widening of Oliver to accommodate additional turn lanes. Other improvements include an upgrade to the traffic signals, the storm water drainage system, and installation of new sidewalks. The property at 4921 E. 21st is improved with an office building. To facilitate the project, a temporary easement during construction is required at the 21st Street entrance. The area of the easement is comprised of 300 square feet. No improvements are impacted.

Analysis: The owner agreed to accept the estimated appraised value of $156, or $0.52 per square foot.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of $656 is requested. This includes $156 for the acquisition and $500 for title work, closing costs and other administrative fees.

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

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

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

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ___ day of _____, 2016 by and between John J. Hart, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

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

1. The Seller does hereby agree to sell and grant to the Buyer by Temporary Easement for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

A parcel of land lying in the West 160 feet of Lot 1, Blase Addition to Wichita, Kansas, being more particularly described as follows:

The North 15 feet of the East 20 feet of the West 160 feet of said Lot 1. Said parcel contain 300 sq. ft.

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to the Buyer the above-described tract, the sum of One Hundred Fifty-Six Dollars and No/100 ($156) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

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

5. It is understood and agreed between the parties hereto that time is of the essence and that this transaction shall be consummated on or before April 22, 2016.

6. The Seller further agrees to convey the above described tract with all the improvements located thereon except for personal property and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. It is understood and agreed that the Seller(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the Buyer.

9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

10. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

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

SELLER:

John J. Hart

BUYER:

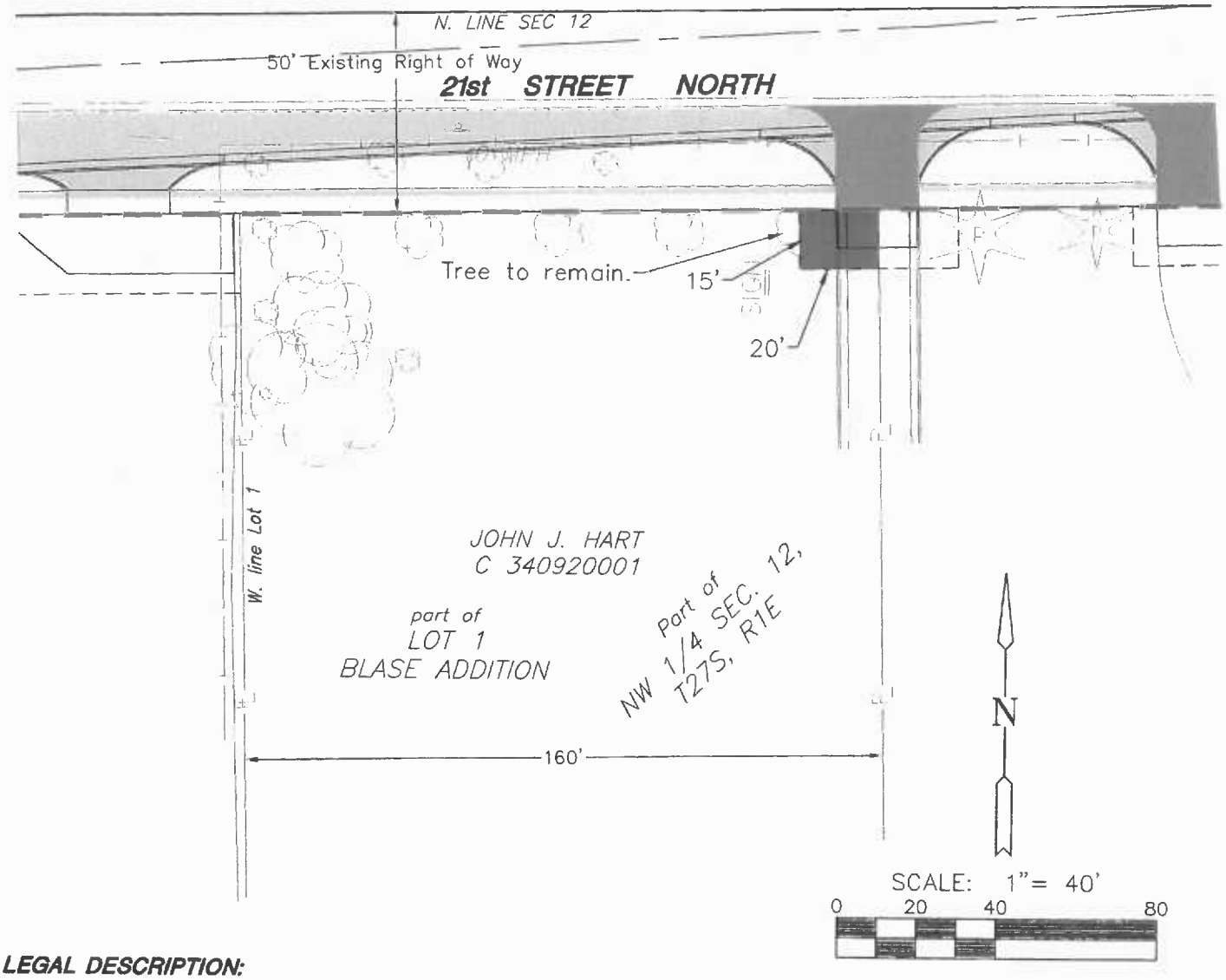
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law



LEGAL DESCRIPTION:

A parcel of land lying in the West 160 feet of Lot 1, Blase Addition to Wichita, Kansas, being more particularly described as follows:

The North 15 feet of the East 20 feet of the West 160 feet of said Lot 1.

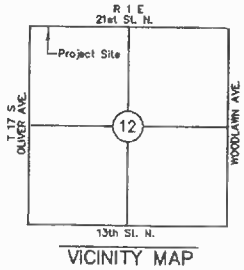
Said parcel contain 300 sq. ft.

OWNER:

JOHN J. HART
4921 E. 21ST ST NORTH
WICHITA, KS 67214-4913

PROPERTY IDENTIFICATION:

C 340920001



VICINITY MAP

LEGEND:

P.O.C. – Point of Commencement
P.O.B. – Point of Beginning
Right of Way
Temporary Construction Easements 300 sq. ft. Excluding existing right of way.
Right of Way Acquisition
Existing paved drives, walks, and street to be removed and replaced.
Property owners existing drive within Right-of-Way
New street and sidewalks.

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

NO.	REVISION	DATE

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MKEC
411 N. Webb Rd. Wichita, KS 67206
316.684.9600

COW - 21st & OLIVER
TEMPORARY CONSTRUCTION EASEMENT
TRACT MAP 10

PROJECT NO. 1501040178	DATE: OCTOBER 2015	SHEET NO.
DRAWN BY: DSN	DESIGNED BY: JA	APPROVED BY: JCM	1 OF 1

4921 E 21st

This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 1,937

Map Created On: 3/24/16 11:39 AM

Agenda Item No. II-5b

City of Wichita
City Council Meeting
April 5, 2016

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2130 N. Oliver for the 21st and Oliver Intersection Project. (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 25, 2015, the City Council approved the reconstruction of the intersection at E. 21st and N. Oliver. Improvements to the intersection include the widening of Oliver to accommodate additional turn lanes. Other improvements include an upgrade to the traffic signals, the storm water drainage system, and installation of new sidewalks. The property at 2130 N. Oliver is improved with a church. The church has one access drive along Oliver. As part of the project, a second driveway will be constructed on the south end of the church property and align with future 19th Street improvements at Wichita State University. The second driveway will also provide access to the property at 2046 N. Oliver, an access which the project eliminates due to proximity of that driveway to the proposed intersection of Oliver and 19th Street. A cross-lot access agreement from the owner of 2130 N. Oliver is required to formalize access to the property at 2046 N. Oliver. In addition, temporary construction easements are required.

Analysis: The temporary construction easement for both driveways consists of a combined 9,600 square feet. The cross lot area is comprised of 4,830 square feet. The owner agreed to accept the estimated appraised value of $4,992 for the temporary construction easements and cross-lot access agreement.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of $5,992 is requested. This includes $4,992 for the acquisition and $1,000 for title work, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council accept the temporary construction easement; approve the budget; and authorize any necessary signatures.

Attachments: Cross-lot access agreement, temporary construction easement, tract map and aerial map.

DECLARATION OF
CROSS-LOT ACCESS EASEMENT

This Declaration made this 9th day of March, 2016, by the undersigned.

A. The undersigned is the owner of

Lot 1, University Baptist Church Addition to Wichita, Sedgwick County, Kansas, and

B. The undersigned desires to provide for cross-lot access and easements for pedestrian and vehicular traffic over and across certain parts of the above described real estate for the benefit of the owners of Lots 1 and 2, Kimbell Addition to Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, the undersigned hereby declares establishes and grants to and for the benefit of each of their respective properties, for the convenience of the owners and employees, customers, and invitees of the owners thereof, mutual non-exclusive easements and rights-of-way for the purpose of ingress and egress of vehicular and pedestrian traffic along and across those portions of the respective parcels on said lot to be established as driveways and sidewalks from time to time.

Said easements are for the purpose of providing ingress and egress between and for the benefit of each of the parcels, the owners thereof, their employees, customers and invitees. There shall be erected no fence or other barrier which would prevent or obstruct the passage of such vehicular and pedestrian traffic between said parcels; provided, however that this Declaration shall not be construed to create any rights in the general public nor as a dedication for public use of any portion of said parcels.

The easements herein granted are superior and paramount to the rights of the owner of the servient estates so created and shall be deemed covenants that run with the land and shall be inure to the benefit of and be binding upon the owners of said lots, their successors and assigns.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first written above.

River Community Church, Inc.

James C Lewis

By: JAMES C LEWIS
Associate Pastor

STATE OF KANSAS)ss
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 9th day of March, 2016, before me, the undersigned, a notary public in and for the county and state aforesaid came James Lewis, who is personally known to me to be the Associate Pastor of River Community Church, Inc., a Kansas not-for-profit corporation, who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

My commission expires: 10/14/2018

Sherri Brummer
Notary Public
3-9-16

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law

SHERRI BRUMMER
Notary Public
State of Kansas
My Commission Expires 2/16/18

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 23rd day of February, 2016, by and between River Community Church, a Kansas not-for-profit corporation, "Grantor" and the City of Wichita, Kansas, a municipal corporation, "Grantee".

WITNESSETH: That the said Grantor, in consideration of the sum of One Dollar and No Cents ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way together with a private driveway, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

Two parcels of land lying in Lot 1, University Baptist Church Addition Wichita, Kansas, being more particularly described as follows:

The South 60 feet of the West 150 feet said Lot 1, University Baptist Church Addition to Wichita, Kansas.

AND

The North 40 feet of the West 15 feet of the South 257.4 feet said Lot 1, University Baptist Church Addition to Wichita, Kansas.

Said temporary construction easement shall expire at the end of construction for the project or at three years from the above date, whichever comes first.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time other than Sundays between 7:00am and 9:00pm for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed. This temporary easement shall expire automatically at the end of construction or at three years from execution of said document, whichever comes first.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

River Community Church, a Kansas not-for-profit corporation:

Terry Williams, Sr. Pastor

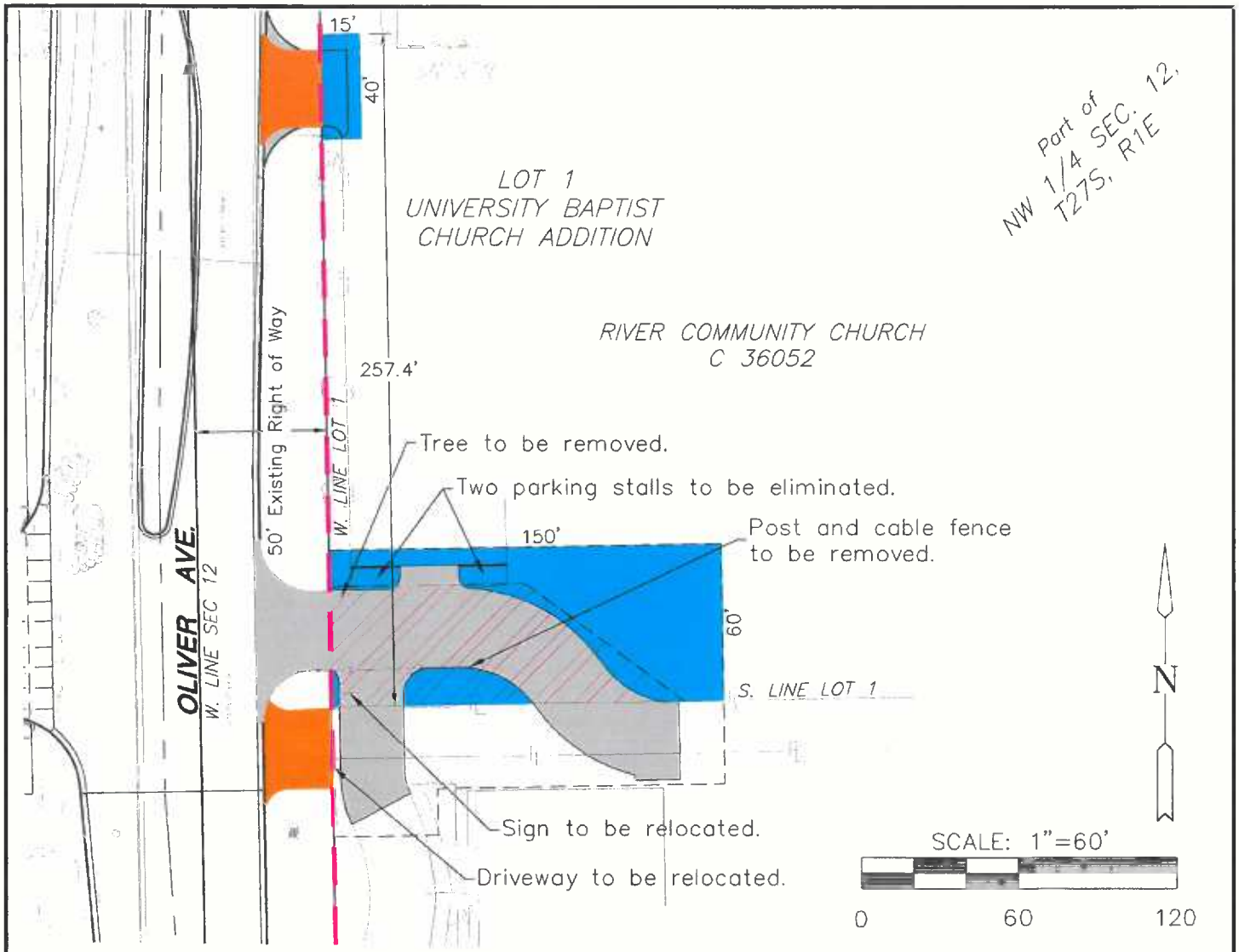
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on 23rd day of February, 2016 by Terry Williams as ~~representative~~ Sr. Pastor of River Community Church, a Kansas not-for-profit corporation.

Sherri Brummer
Notary Public
My Commission Expires: 10/16/2018

SHERRI J. BRUMMER
Notary Public, State of Kansas
My Appointment Expires
10/16/2018

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



LEGAL DESCRIPTION:

Two parcels of land lying in Lot 1, University Baptist Church Addition Wichita, Kansas, being more particularly described as follows:

The South 60 feet of the West 150 feet said Lot 1, University Baptist Church Addition to Wichita, Kansas.
AND
The North 40 feet of the West 15 feet of the South 257.4 feet said Lot 1, University Baptist Church Addition to Wichita, Kansas.

Said parcels contain 9,600 sq. ft.

LEGEND:

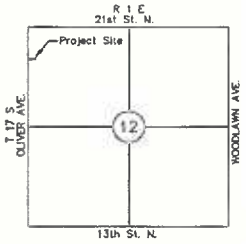
- *Right of Way*
- *Temporary Construction Easement 9,600 sq. ft.*
- *Joint Access Easement*
- *New drive*
- *Property owners existing drive within Right-of-Way*
- *Existing pavement to be removed in street and drive.*

OWNER:

RIVER COMMUNITY CHURCH INC
2130 N. OLIVER
WICHITA, KS 67208-2504

PROPERTY IDENTIFICATION:

C 36052



VICINITY MAP

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

NO.	REVISION	DATE

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316.684.9600

COW - 21st & OLIVER
TEMPORARY CONSTRUCTION EASEMENT
TRACT MAP 12

PROJECT NO. 1501040178	DATE: OCTOBER 2015		SHEET NO
DRAWN BY: DSN	DESIGNED BY: JA	APPROVED BY: JCM	1 OF 1

Church documents

21ST AND OLIVER IMPROVEMENTS

Agenda Item No. II-5c

City of Wichita
City Council Meeting
April 5, 2016

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 4802 E. 21st for the 21st and Oliver Intersection Project. (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 25, 2015, the City Council approved the reconstruction of the intersection at E. 21st and N. Oliver. Improvements to the intersection include the widening of Oliver to accommodate additional turn lanes. Other improvements include an upgrade to the traffic signals, the storm water drainage system, and installation of new sidewalks. The property at 4802 E. 21st is improved with a gas station and convenience store. To facilitate the project, a triangular corner clip at the intersection is needed for right-of-way. The area of the right-of-way taking is comprised of 150 square feet. There is an in-ground sprinkler system at 4802 E. 21st which may be impacted by the project. No other improvements are impacted.

Analysis: The owner agreed to accept the estimated appraised value of $1,125, or $7.50 per square foot for the proposed right-of-way. There is an in-ground sprinkler system in the area of the proposed taking. To account for the changes in the right-of-way and the new sidewalk, some sprinklers in this area will need to be adjusted and replaced. The owner has agreed to handle this item based on actual cost after the roadwork is completed at this location. It is estimated that the cost will be no more than $750.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of $2,875 is requested. This includes $1,125 for the acquisition, up to $750 for the sprinkler system, and $1,000 for title work, closing costs and other administrative fees.

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

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

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

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ___ day of _____, 2016 by and between Dillon Real Estate Co., Inc., a Kansas corporation, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

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

1. The Seller does hereby agree to sell, grant and convey to the Buyer by a Special Warranty Deed for the construction and maintenance of road right-of-way, utilities, and other infrastructure improvements within, upon and under the following described tract, to wit:

A parcel of land lying in Lot 1, University Gardens 2nd Addition, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

Beginning at the Southwest Corner of said Lot 1, University Gardens 2nd Addition, Wichita, Sedgwick County, Kansas; thence along the West line of said Lot 1, 20.0 feet; thence Southeast 24.9 feet to the South line of said Lot 1; thence West along said South line, 15.0 feet to the Point of Beginning. Said parcel contains 150 sq. ft.

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to the Buyer the above-described tract, the sum of One Thousand One Hundred Twenty-Five Dollars and No/100 ($1,125) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

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

5. It is understood and agreed between the parties hereto that time is of the essence and that this transaction shall be consummated on or before April 22, 2016.

6. The Seller further agrees to convey the above described tract with all the improvements located thereon except for personal property and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. It is understood and agreed that the Seller is responsible for all property taxes on the

above-described property accrued prior to the conveyance of title to the Buyer.

9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

10. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

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

SELLER:
Dillon Real Estate Co., Inc., a Kansas corporation:

Michael Gerwert, Vice President

BUYER: ORIGINAL

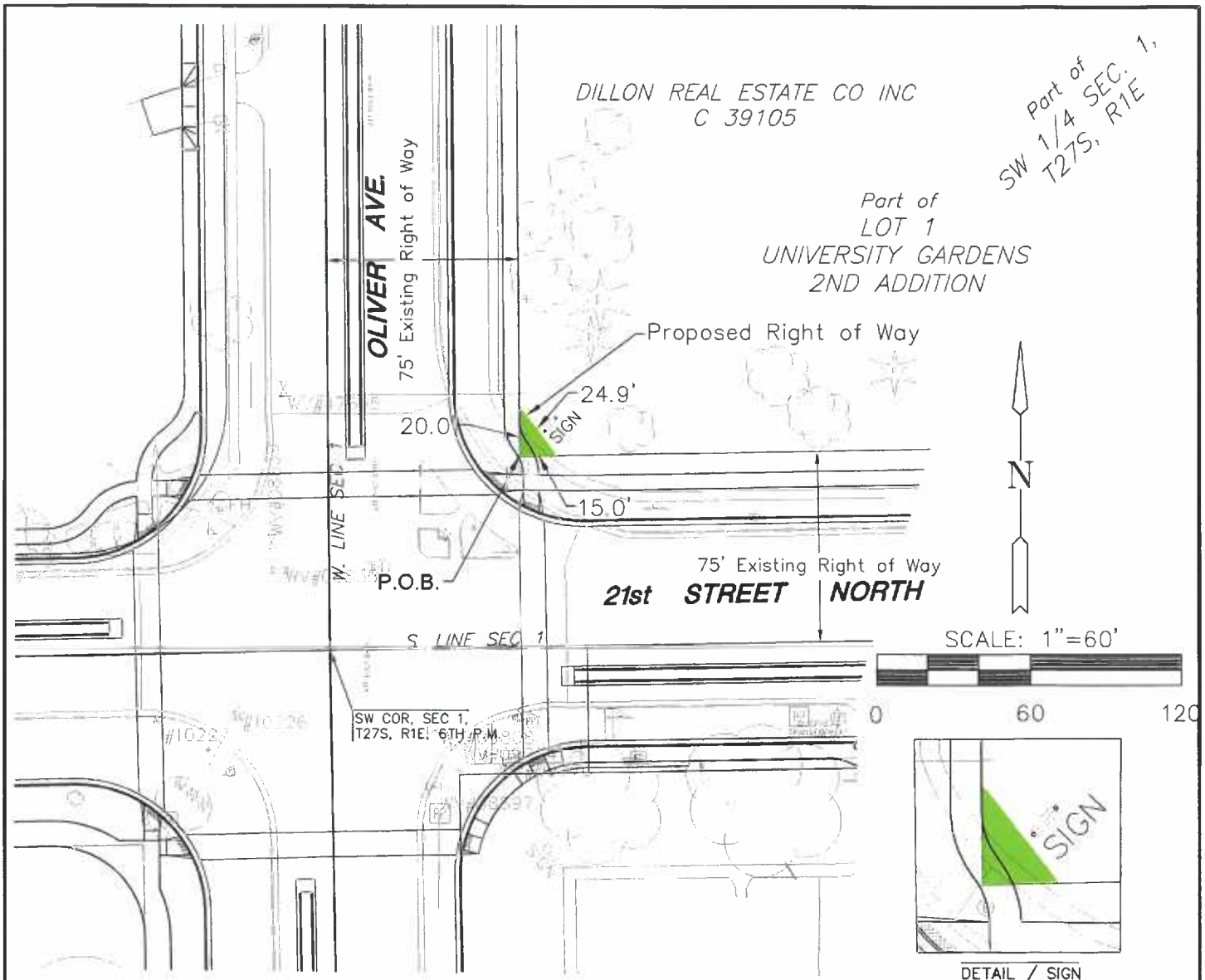
ATTEST:

Jeff Longwell, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law



DETAIL / SIGN
1"=30'

LEGAL DESCRIPTION:

A parcel of land lying in Lot 1, University Gardens 2nd Addition, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

Beginning at the Southwest Corner of said Lot 1, University Gardens 2nd Addition, Wichita, Sedgwick County, Kansas; thence along the West line of said Lot 1, 20.0 feet; thence Southeast 24.9 feet to the South line of said Lot 1; thence West along said South line, 15.0 feet to the Point of Beginning.

Said parcel contains 150 sq. ft.

OWNER:

DILLON REAL ESTATE CO INC
2800 E. 4TH AVE.
HUTCHINSON, KS 67501-1981

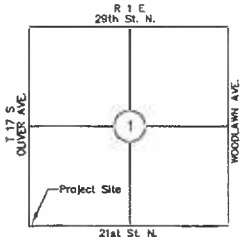
PROPERTY IDENTIFICATION:

C 39105

LEGEND:

P.O.B. – Point of Beginning

Right of Way Acquisition
150 sq. ft.
Excluding existing right of way.



VICINITY MAP

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

NO.	REVISION	DATE
2	REVISED RIGHT OF WAY	02/29/16
1	NEW SIGN LOCATION	02/18/16
0	ORIGINAL ISSUE	10/15

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316.684.9600

COW - 21st & OLIVER
RIGHT OF WAY ACQUISITION
TRACT MAP 8

PROJECT NO. 1501040178	DATE: FEBRUARY 2016	SHEET NO
DRAWN BY: DSN	DESIGNED BY: JA	APPROVED BY: JCM	1 OF 1

4802 E 21st

Legend

- Parcels

1: 1,690

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Map Created On: 3/15/16 11:10 AM

Agenda Item No. II-7

City of Wichita
City Council Meeting
April 5, 2016

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous and Unsafe Structure (District I)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendations: Adopt resolution scheduling a public hearing to consider condemnation of structure deemed dangerous and unsafe per Kansas State Statutes.

Background: On March 7, 2016, the Board of Building Code Standards and Appeals (BBCSA) conducted a hearing on the property listed below. The building on the property is considered a dangerous and unsafe structure per State Statutes and local ordinances, and is being presented in order to schedule a condemnation hearing before the City Council. The BBCSA has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous building on this property.

Analysis: Minimum Housing Code violation notices have been issued on the structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous building.

Property Address	Council District
a. 1652 N. Volutsia Ave	I

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Metropolitan Area Building and Construction Department (MABCD) 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 MABCD expenditures for non-revenue producing condemnation and housing code enforcement activities to twenty percent (20%) of MABCD'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 five hundred dollar ($500) charge to cover associated costs of the condemnation, including title search, publishing, copying and mailing costs. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property.

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

Recommendations/Actions: It is recommended that the City Council adopt the attached resolution to schedule a public hearing before the City Council on May 17, 2016 at 9:30 a.m. or soon thereafter, to consider condemnation of the structure deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letter to Council, summary, and resolution.

GROUP # 4

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1652 N VOLUTSIA AVE** and legally described as: **LOTS 42 AND 44, ON VOLUTSIA AVENUE, WOODRIDGE PLACE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 17, 2016** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Thomas Stolz, Director, Metropolitan Area Building and Construction Department
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas Stolz, Director of Metropolitan Area Building and Construction Department, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A two story frame dwelling about 37 x 50 feet in size. Vacant and open, this structure has a cracking and shifting block foundation; damaged and missing vinyl siding; and rotted wood trim.

(b) Street Address: 1652 N VOLUTSIA AVE

(c) Owners:
Anh Thi Lam
2625 S. West St Lot 71
Wichita, KS 67217

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record: None

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: March 8, 2016

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1652 N VOLUTSIA AVE

LEGAL DESCRIPTION: LOTS 42 AND 44, ON VOLUTSIA AVENUE, WOODRIDGE PLACE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 37 x 50 feet in size. Vacant and open, this structure has a cracking and shifting block foundation; damaged and missing vinyl siding; and rotted wood trim.

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 open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

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.

_____ _____

Director of Metropolitan Area Building and Construction Department Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 42 AND 44, ON VOLUTSIA AVENUE, WOODRIDGE PLACE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **1652 N VOLUTSIA AVE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **5th day of April 2016**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **17th day of May 2016,** before the governing body of the city at **9:30 A.M.,** or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 42 AND 44, ON VOLUTSIA AVENUE, WOODRIDGE PLACE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, commonly known as: 1652 N VOLUTSIA AVE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A two story frame dwelling about 37 x 50 feet in size. Vacant and open, this structure has a cracking and shifting block foundation; damaged and missing vinyl siding; and rotted wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **5th day of April 2016.**

_____
Jeff Longwell, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer L. Magana, City Attorney and Director of Law

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON APRIL 8 AND APRIL 15, 2016
RESOLUTION NO. 16-068

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 42 AND 44, ON VOLUTSIA AVENUE, WOODRIDGE PLACE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **1652 N VOLUTSIA AVE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **5th day of April 2016**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **17th day of May 2016,** before the governing body of the city at **9:30 A.M.,** or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 42 AND 44, ON VOLUTSIA AVENUE, WOODRIDGE PLACE ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, commonly known as: 1652 N VOLUTSIA AVE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A two story frame dwelling about 37 x 50 feet in size. Vacant and open, this structure has a cracking and shifting block foundation; damaged and missing vinyl siding; and rotted wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **5th day of April 2016.**

_____
Jeff Longwell, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer L. Magana, City Attorney and Director of Law

DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk

FROM: Jennifer L. Magana, City Attorney & Director of Law

SUBJECT: Report on Claims for February 2016

DATE: March 7, 2016

The following claims were approved by the Law Department during the month of February 2016.

AT&T	$6,688.56 **
Barnes, Terrell	$1,300.00 **
Smith, Roger	$6,205.57 *

*City Manager Approval
** Settled for lesser amount than claimed
***Settled for more than amount claimed

cc: Robert Layton, City Manager
Shawn Henning, Director of Finance

Agenda Item No. II-9

City of Wichita
City Council Meeting
April 5, 2016

TO: Mayor and City Council

SUBJECT: National Recreation and Park Association (NRPA)/Wal-Mart Out-of-School Time Grant Program (Districts I, III, and VI)

INITIATED BY: Department of Park & Recreation

AGENDA: Consent

Recommendation: Authorize the application for and acceptance of the grant.

Background: Wichita Park and Recreation offers a nine-week Summer Activity Camp for Kids. These programs are offered at the recreation centers listed below and all three participate in the Summer Lunch Program sponsored by USD 259. The programs operate Monday through Friday at various times during the day. Most sites serve low-income neighborhoods and are licensed by the Kansas Department of Health and Environment.

Summer Activity Camp Locations:
Colvin Recreation Center (District III)
Evergreen Recreation Center (District VI)
Lynette Woodard Recreation Center (District I)

Analysis: The NRPA received a grant from the Wal-Mart Foundation and has invited Wichita Park and Recreation to once again participate in the nation-wide program designed to support children's health through park and recreation out of school time programs. The NRPA is working with national partners to increase the number of healthy meals children in low-income areas receive through the Summer Food Service Program during out of school times. It also provides nutrition literacy to children and families that creates behavior-change by teaching the importance of healthy eating and implements nutrition standards that increase access to healthier foods and support a healthy eating environment. As the largest public provider of children's meals during the summer months, park and recreation agencies are capable of quickly and effectively reaching children in need with nutritious meals. In fact, park and recreation agencies are on the front line in addressing many community health needs, including children's nutrition. Wichita Park and Recreation will benefit from the grant funding by providing an established curriculum in healthy eating, equipment to promote healthy activities, small gardens at each site, and equipment to aid in teaching children how to make easy and healthy snacks.

Financial Considerations: The one-year grant provides up to $10,000 for staffing to support program implementation, marketing and promotions within the local community, and supplies and equipment to support the summer camp programs. Additionally, the City will continue to use the Organ Wise Guys curriculum that was secured with past grant funds to build on the nutrition literacy for the kids. A local match is not required and there are no additional expenditures associated with this grant.

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

Recommendation/Action: It is recommended that the City Council authorize the grant application and acceptance.

Attachment: Application from for past grantees.

Past Grantees - NRPA/Walmart Foundation 2016 Out-of-School Time Programs Grant Application - 2014 & 2015 Grantees

2. Contact Information

1. Applicant Information

Agency Name

Wichita Park & Recreation

Federal Identification Number

48-6000653

Director

Troy Houtman

Street Address

455 N. Main

Apt/Suite/Office

11th Fl.

City

Wichita

State

KS

Zip

67202

Director's Email Address

THoutman@wichita.gov

Phone Number

316-268-4361

NRPA Member Number

2. Grant Application Contact

First Name

Jennea

Last Name

Noel

Title

Recreation Supervisor

Organization Name

Wichita Park & Recreation

Street Address

2700 N. Woodland

Apt/Suite/Office

City

Wichita

State

KS

Zip

67204

Email Address

JNoel@wichita.gov

Phone Number

316-303-8036

3. Current Programs

3. Does your agency currently provide meals and/or snacks to children through a USDA food service program? Please check all that apply

Summer Food Service Program (SFSP)

4. Is your agency the USDA sponsor of SFSP?

No

5. If no, who is the SFSP sponsor?

USD 259

6. Is your agency the USDA sponsor of CACFP?

No

7. If no, who is the CACFP sponsor?

N/A

4. Increasing Meals - Reducing Waste

8. How many meals and snacks (including seconds) did your agency serve through SFSP programs in 2014?

48,239

9. How many meals and snacks (including seconds) did your agency serve through SFSP programs in 2015?

31,341

10. How many meals and snacks (including seconds) did your agency serve through CACFP programs in 2014?

0

11. How many meals and snacks (including seconds) did your agency serve through CACFP programs in 2015?

0

12. How many children did your agency serve through the SFSP program in 2015?
Please provide the number of children served meals, counting each child only once.

590

13. How many children did your agency serve through the CACFP program in 2015?
Please provide the number of children served meals, counting each child only once.

0

14. How many total children did your agency serve through ALL out-of-school time (before/after school and summer) programs in 2015?
Please provide your total program enrollment number, counting each child only once.

647

15. At how many meal sites did your agency operate meal programs during out-of-school times (before/after school and summer) in 2015?

7

16. How will these grant funds help you CONTINUE to increase the number of meals/snacks served through your out-of-school time programs in 2016? What new strategies will be implemented that will further enhance your current programs?

In 2015, Wichita Park & Recreation's out of school programs were offered at seven sites serving a total of 647 program participants. The majority of the participants were served at the summer camp programs with one site running a before and after school program during the school year. Grant funding would be utilized at three of our sites during the Summer Activity Camp program and then in one site's Before and After School program. A few new strategies that will enhance our programs would be to utilize the grant funds to purchase items that would assist in making healthy recipes for the kids (such as juicers/blenders/food processers) to make things such as smoothies, salsa, and serve healthy juices. Other new strategies to promote healthy activities would be to utilize funds to purchase pedometers, water bottles, and supplies to promote fun, physical activities such as jump ropes, and items for an obstacle course. Staff will purchase items for gardens or small planters for the kids, to promote growing healthy food items that they would eat and not waste. Staff would continue to send information home for participants to share with their families to promote healthy eating and activities at home, and to reduce food waste at home. All three sites will continue to utilize the Organ Wise Guys curriculum to educate the participants on healthy eating and participate in physical activities. Funding would allow each site to provide staff to assist in overseeing daily lunch and snack times during the summer camp program and the before and after school program.

17. Does your agency currently implement strategies or best practices that address food waste reduction in your meal programs?

Yes

18. If yes, please describe your strategies and best practices for reducing food waste in your out-of-school time programs.

A policy of the Summer Food Service Program that helps reduce waste is that some food items can be carried over to serve the next day, thus eliminating ordering extra food and drinks that could potentially be wasted. Another policy of that program is to utilize a share table that participants can place items on that they don't want to eat, for another participant to eat, thus reducing that item going to the trash.

19. Please identify at least one strategy that you will implement in 2016 to reduce food waste (e.g. composting, share table, food donation, etc.)

The share table strategy will continue to be utilized which helps cut down on food waste. Sites will also look into creating compost piles at each site which would be an educational segment for both the participants and staff and help to reduce food waste.

5. Nutrition Literacy

20. Will your agency continue to implement a nutrition literacy curriculum (new curriculum provided by NRPA or an existing curriculum) in 2016?

Yes

21. At how many sites will your agency implement a nutrition literacy program in 2016?

3

22. How many children do you anticipate reaching through implementation of a nutrition literacy curriculum?

300

23. How many staff members do you anticipate reaching through implementation of a nutrition literacy curriculum?

30

6. Family Engagement

24. NRPA will launch a campaign using mHealth (mobile technology) to promote good nutrition, physical activity, and healthy eating for children and families. Grantees will be asked to provide phone numbers for parents, teens, and staff who will be able to opt-in to receiving text messages with weekly tips and tools to help them lead healthier lives.

If selected for funding, will you agency help to engage parents, teens and staff in the mHealth campaign?

Yes

25. How many individuals (parents, teens, staff) do you anticipate reaching through the mHealth campaign?

100

7. Nutrition and Physical Activity Standards Pledge

26.

Are you willing to update the Alliance for a Healthier Generation's Out-of-School Time Inventory (a series of yes/no questions) and Action Plan for the out-of-school time sites where the HEPA standards are adopted once (by February 1, 2017) during the grant period?

Yes

8. Budget

27. List itemized anticipated expenses to reflect how $10,000 would be implemented for your out-of-school time programs. Please be sure that the total of expenses equals $10,000.

	Dollar Amount	Description
Expense	$6,000	Staffing
Expense	$3,600	Supplies & equipment
Expense	$400	Printing & advertising
Expense		
Expense		
Expense		
Expense		
Expense		
Expense		

9. Final page

28. Thank you for completing an application for a grant from NRPA. We will contact you if additional information is needed. Are you ready to submit your application?

Yes

City of Wichita
City Council Meeting
April 5, 2016

TO: Mayor and City Council

SUBJECT: Sanitary Sewer Lift Station Rehabilitation (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the initiation of a sanitary sewer lift station asset rehabilitation and replacement project, adopt the resolution and authorize the necessary signatures

Background The Asset Management Report prepared by the City's consultant, CH2M Hill, found that 12% of the 1,504 assets located at the 60 sanitary sewer lift stations the City maintains, were in fair, poor, or very poor condition. 23 of the 60 lift stations were determined to be at a high risk of failure which could lead to sewage backing up into residences or businesses, or raw sewage discharging to the environment. Utilizing funds in the Sewage Treatment Operations budget, staff has repaired or replaced lower cost assets identified in the report. Additional funds included in the approved 2015-2024 Capital Improvement Program (CIP) budget will pay for higher cost lift station equipment replacement or rehabilitation work. This will include materials such as generators, pumps, appurtenances, and wet wells.

Analysis: The assets that will be replaced or repaired include equipment such as pumps, generators, electrical equipment, odor control equipment, and in some cases, entire lift stations which are critical to the functionality of the sanitary sewer conveyance system. To address major lift station improvements, staff proposes initiating a sanitary sewer lift station asset rehabilitation and replacement project which will replace or repair aging assets and/or replace the entire lift stations that have been in the system since 1954.

Financial Considerations: The Adopted 2015-2024 CIP includes $8 million to replace or rehabilitate sanitary sewer lift station facilities and infrastructure. Staff requests $1,600,000 at this time to proceed with equipment procurement and lift station rehabilitation projects.

The costs for this project are included in the Public Works and Utilities Cost of Service Analysis, which considers future rate increases. The project will be funded by future revenue bonds or sewer utility cash reserves. If bonds are issued, there will be an additional 8% added for bond reserves and financing costs.

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

Recommendation/Action: It is recommended that the City Council approve the initiation of the sanitary sewer lift station asset rehabilitation and replacement project, adopt the resolution, and authorize the necessary signatures

Attachments: Resolution and Notice of Intent.

Project Request

◉ CIP ○ Non-CIP CIP YEAR: 2015 CIP #: 11 (Pg 94)

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #:

FUND: 533 Sewer Construction

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

PROJECT # : PROJECT TITLE: Sanitary Sewer Lift Station Rehabilitation

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: Sanitary Sewer Lift Station Rehabilitation

OCA # : OCA TITLE: FSanitary Sewer Lift Station Rehabilitation

PERSON COMPLETING FORM: LaShonda Garnes PHONE #: 268-4594

PROJECT MANAGER: Rebecca Lewis PHONE #: 303-8702

◉ NEW BUDGET ○ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9725 Revenue Bonds	$1,600,000.00	2999 Contractuals	$1,600,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$1,600,000.00	**EXPENSE TOTAL:**	$1,600,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE: 02/26/16

DEPARTMENT HEAD: DATE: 3/22/16

BUDGET OFFICER: DATE: 2/26/16

CITY MANAGER: DATE:

RESOLUTION NO. __-___

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Sanitary Sewer Lift Station Rehabilitation

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $1,600,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $1,728,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this

Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on _____.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
for Jennifer Magana, Director of Law

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

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. __-____, duly adopted _____, 2016, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

Sanitary Sewer Lift Station Rehabilitation

(the "Project") at an estimated cost, including related design and engineering expenses of $1,600,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $1,728,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

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

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

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

RESOLUTION NO. 16-069

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Sanitary Sewer Lift Station Rehabilitation

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $1,600,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $1,728,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this

Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. **Notice**. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on April 5, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law

(Published in ***The Wichita Eagle***, on April 8, 2016)132019

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 16-069 , duly adopted April 5, 2016, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

Sanitary Sewer Lift Station Rehabilitation

(the "Project") at an estimated cost, including related design and engineering expenses of $1,600,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $1,728,000 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on April 5, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
April 5, 2016

TO: Mayor and City Council

SUBJECT: Surplus of City-owned Properties at 15019 West Kellogg (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Declare the property surplus.

Background: In 2012, the City of Wichita acquired the property at 15019 West Kellogg as part of the Kellogg – 111th Street to 151st Street Improvement Project. At acquisition, the site consisted of 70,000 square feet and was zoned Limited Industrial. It was improved with a 3,200 square foot retail facility. The improvements were razed and the north 23,114 square feet was utilized for the project. In addition, access control was instituted across the north line of the property.

Analysis: An adjacent owner has expressed an interest in the parcel. The access control land locks the property and restricts use to adjacent owners. The Office of Property Management requests permission to declare the property as surplus and available for sale. Upon approval of the declaration of surplus, the adjacent owners will be advised of the parcel's availability and expressions of interest will be requested. If an acceptable offer is received, it will be presented for approval.

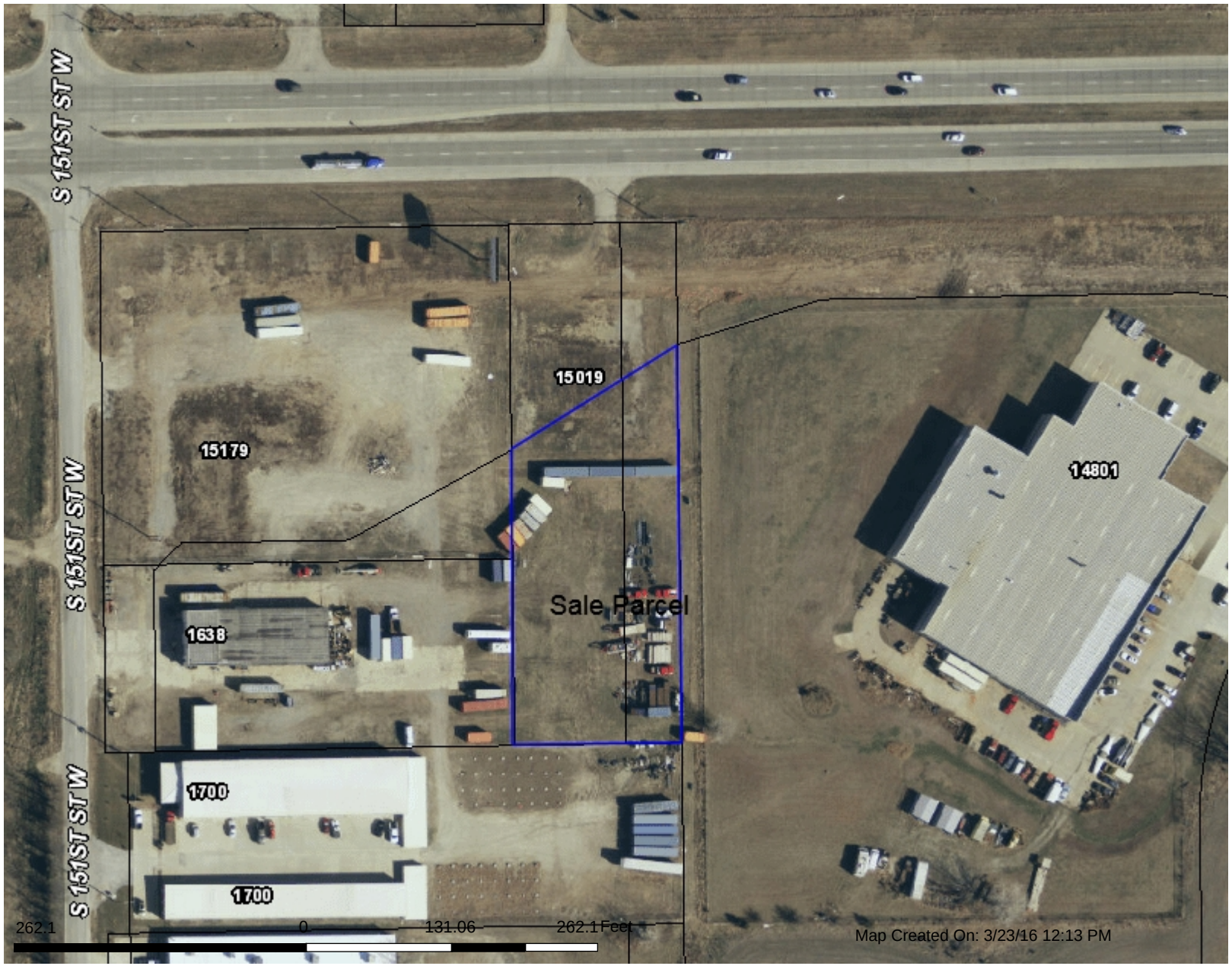
Financial Considerations: The City will receive cash consideration for the sale of the property. Additionally, the sale of the property to a private party will place additional value into the tax base and relieve the City of the cost of maintenance.

Legal Considerations: Any agreement for sale or lease will be provided to Law to be reviewed as to form.

Recommendation/Action: It is recommended that the City Council declare the property as surplus and designate it as available for sale to the general public.

Attachments: Aerial map.

Remnant of 15019 West Kellogg



Legend

- Parcels

This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 1,573

City of Wichita
City Council Meeting
April 5, 2016

TO: Mayor and City Council

SUBJECT: Fleet Heavy Equipment Replacement (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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

Background: The City utilizes Capital Improvement Program (CIP) funding to replace aging heavy fleet equipment to ensure adequate fleet for operational responses. Heavy equipment must have a minimum 10-year service life to be eligible for CIP funds. Backhoes, bulldozers, dump trucks, and tractors are examples of heavy equipment.

Analysis: There are 24 pieces of heavy equipment in Park and Recreation and Public Works and Utilities that are due for replacement. Expected costs total approximately $2 million. Notable equipment scheduled for replacement include a paint striper and cold milling machine used by street maintenance crews, a 15-ton wrecker truck operated by fleet personnel, and a mini-dump truck for park maintenance operations.

Financial Considerations: The total estimated cost of the heavy equipment replacement is $2,000,000. Funding in this amount is budgeted in 2016 in the 2015-2024 Adopted CIP.

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

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

Attachments: Bonding resolution, budget sheet and list of scheduled replacements.

Project Request

◉ CIP ◯ Non-CIP CIP YEAR: 2016 CIP #: 2015-2024 CIP

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #:

FUND: 435 Public Improvements

COUNCIL DISTRICT: 07 All Districts DATE COUNCIL APPROVED: REQUEST DATE: Mar 1, 2016

PROJECT # : 435498 PROJECT TITLE: 2016 Fleet Heavy Equipment Replacement

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION:

OCA # : 795021 OCA TITLE: 2016 Fleet Heavy Equipment Replacement

PERSON COMPLETING FORM: Megan McCall PHONE #: 268-4093

PROJECT MANAGER: Ben Nelson PHONE #: 268-4356

◉ NEW BUDGET ◯ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9720 G.O. Bonds	$2,000,000.00	4611 Mach/Maint Equip =>5,000	$2,000,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$2,000,000.00	**EXPENSE TOTAL:**	$2,000,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: DATE: 1/26/16

DEPARTMENT HEAD: DATE: 2/17/16

BUDGET OFFICER: DATE: 2/4/16

CITY MANAGER: DATE:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

2016 Fleet Heavy Equipment, including but not limited to dump trucks, tractors, and trailers.

(collectively, the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $2,000,000 in accordance with plans and specifications therefor prepared under the direction of the Fleet & Facilities Superintendent and approved by the Governing Body; said plans and specifications to be placed on file in the office of the Fleet & Facilities Superintendent.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

FLEET ASSETS SCHEDULED FOR REPLACEMENT

ASSET NO.	DESCRIPTION	YEAR	ESTIMATED COST
000856	8710, HDV, TRUCK, PAINT-STRIPER, 2005, GMC, TT8500	2005	$341,913
001326	9423, HEQ, MILLING MACHINE, 2006,WIRTGEN W1000L MILLING MACHINE	2006	$308,100
042031	8731, HDV, TRUCK, WRECKER 15 TON, 1996, IHC, 4900	1995	$255,603
000637	8733, HDV, TRUCK, LUBE BODY, 2004, FREIGHTLINER, FL70	2004	$188,607
042883	8745, HDV, TRUCK, DIGGER DERRICK, AERIAL, 1993, IHC, 4700	1993	$149,698
040285	8711, HDV, TRUCK, FLATBED LIFT, 2001, IHC, 4700	2001	$123,550
000840	7731, HDV, TRUCK, WRECKER, ROLLBACK, 2005, INTENATIONAL, 4200	2005	$102,914
043419	0912, LEQ, SCREENING PLANT, 1998, PIONEER, 241	1998	$100,501
040310	0360, LEQ, TRAILER, THERMOPLATIC STRIPING, 2001	2001	$62,108
000825	4712, MDV, TRUCK, MINI DUMP, 2005, C4500, CHEVROLET	2005	$57,630
000834	9440, HEQ, ROLLER, 2005, CATERPILLAR, CB-224E	2005	$37,499
001331	0700, LEQ, TRAILER, CRASH BARRIER, TMA900	2006	$36,855
001224	FIRE, 0710, TRAILER, 32' GOOSENECK, RESCUE , 2006, US CARGO	2006	$34,658
043418	0912, LEQ, CONVEYOR, 1998, PIONEER, 2440	1998	$30,769
000615	9620, LEQ, TRACTOR, 50 HP., 2004, JOHN DEERE, 5220	2004	$28,158
000681	9110, HEQ, LOADER, SKID STEER, 2005, BOBCAT, S130	2005	$24,194
043343	0710, LEQ, TRAILER, POLE, 1997, BUTLER, BPHD-1000	1997	$15,343
088025	0124, LEQ, OVERSEADER, 48 ", 1996, LANDPRID, -33	1996	$9,682
190884	0710, LEQ, TRAILER, FLAT BED, FELLING, FT-7D14	2005	$6,503
040053	LEQ, DRUM CRUSHER, 1999, AMERICAN RECYCL, SDC-85-SP	1999	$21,204
000907	1210, LVI, UTILITY VEHICLE, 2005, TORO, 1100 WORKMAN	2005	$11,588
000687	1210, LVI, UTILITY VEHICLE, 2003, TORO, 1100 WORKMAN	2003	$7,288
190897	0740, LEQ, TRAILER, ENCLOSED, 2006, CONTINENTAL	2006	$6,240
190906	0710, LEQ, TRAILER, FLAT BED, 2006, PJ, CH162	2006	$5,993
	TOTAL ESTIMATED COST FOR HEAVY EQUIPMENT REPLACEMENT		$1,966,598

RESOLUTION NO. 16-071

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

2016 Fleet Heavy Equipment, including but not limited to dump trucks, tractors, and trailers.

(collectively, the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $2,000,000 in accordance with plans and specifications therefor prepared under the direction of the Fleet & Facilities Superintendent and approved by the Governing Body; said plans and specifications to be placed on file in the office of the Fleet & Facilities Superintendent.

Section 2. **Project Financing**. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

Second Reading Ordinances for April 5, 2016 (first read on March 22, 2016)

A. SUB2015-00011 Plat of Silver Springs 2nd AdditionLocated on the North Side of West Central Avenue, East of North Ridge Road. (District V)

ORDINANCE NO. 50-166

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. ZON2016-00001 Zone Change from SF-5 Single Family Residentail and LC Limited Commercail to LI Limited Industrial with a Protective Overlay on Property Genreally Located West of North Hoover Road, between 21st Street North and 23rd Street North, 2241 and 2249 North Hoover Road. (District VI)

ORDINANCE NO. 50-167

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

C. A16-02 Request by Robert J and Jessica C Morris to Annex Lands Generally Located One-Quarter Mile North of Est 21st Street North on the West Sid eof North 159th Street East. (District II)

ORDINANCE NO. 50-168

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A16-02)

Agenda Report No. II-15

City of Wichita
City Council Meeting
April 5, 2016

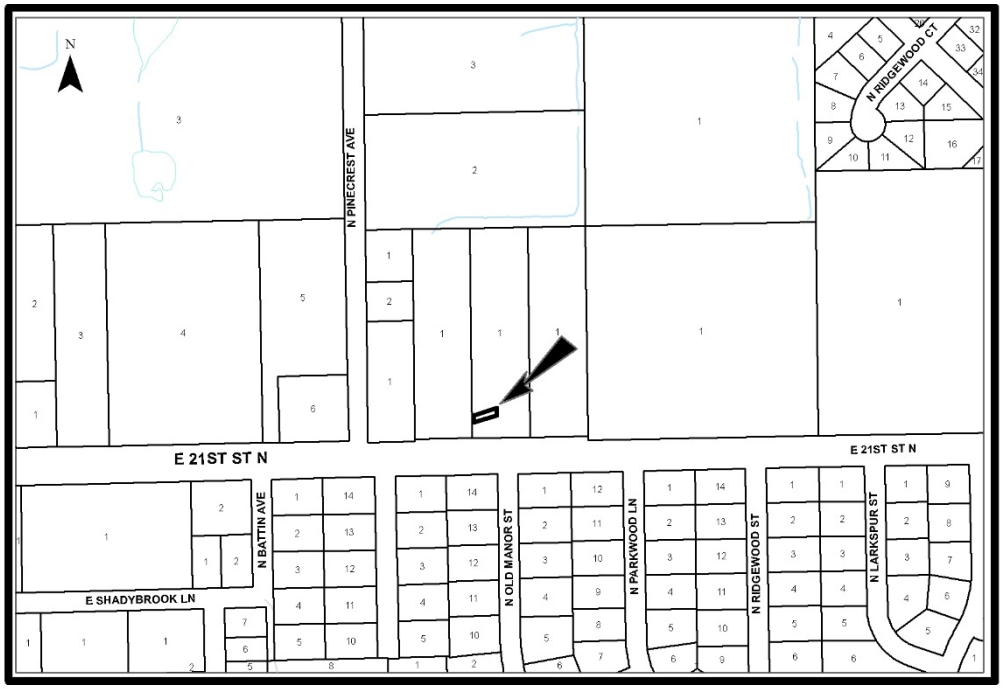
TO: Mayor and City Council

SUBJECT: DED2015-00030 Dedication of Sanitary Sewer Easement Located on the North Side of East 21st Street North, East of North Oliver Avenue (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the Dedication.



Background: The Dedication is associated with Lot Split Case No. LSP2015-00030 (Lonely Pine Addition).

Analysis: The Dedication DED2015-00030 is for the purpose of constructing, maintaining and repairing sanitary sewer systems.

Financial Considerations: There are no financial considerations associated with the Dedication.

Legal Considerations: The Law Department has approved the Dedication as to form and the document will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Attachment: Sanitary Sewer Easement.

Sedgwick County
Register of Deeds - Bill Meek
Doc.#/Flm-Pg: 29578564
Receipt #: 1959384
Pages Recorded: 3
Recording Fee: $26.00
Authorized By:
Cashier: kwohler
Date Recorded: 12/23/2015 04:39:29 PM

SANITARY SEWER EASEMENT

THIS EASEMENT made this 22 day of December, 2015, by, Roger's Enterprises, Inc., of the first party and the City of Wichita, Kansas, of the second party.

WITNESSED, That the said first party, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the second party a perpetual right-of-way and easement, for the purpose of accessing, constructing, maintaining, and repairing sanitary sewer systems, along and over the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

A tract of land lying in a portion of Lot 1, Lonely Pine Addition, Wichita, Sedgwick County, Kansas; said tract of land being more particularly described as follows:

COMMENCING at the southwest corner of said Lot 1; thence along the west line of said Lot 1, on a Kansas coordinate system of 1983 south zone grid bearing of N00°38'09"W, 64.40 feet; thence N72°19'19"E, 5.23 feet to the POINT OF BEGINNING; thence continuing N72°19'19"E, 70.08 feet; thence S00°37'41"E, 20.92 feet; thence S72°19'19"W, 70.07 feet; thence N00°38'09"W, 20.92 feet to the POINT OF BEGINNING.

And said second party is hereby granted the right to enter upon said premises at any time for the purposes of constructing, operating, maintaining, and repairing their sanitary sewer systems.

DED2015-00030
LSP2015-00030

MKEC

295785564

IN WITNESS WHEREOF: The first party has signed these presents the day and year first written.

Roger's Enterprises, Inc.

Keith L. Anderson, President

STATE OF KANSAS, SEDGWICK COUNTY} ss:

BE IT REMEMBERED, that on this 22 day of December, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Keith L. Anderson, President, Roger's Enterprises, Inc., who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and y r above written

(SEAL)

NORMAN P. FOSTER
Notary Public - State of Kansas
My Appt. Expires 6-15-2018

Notary Public

My Term Expires: 6-15-2018

APPROVED AS TO FORM:

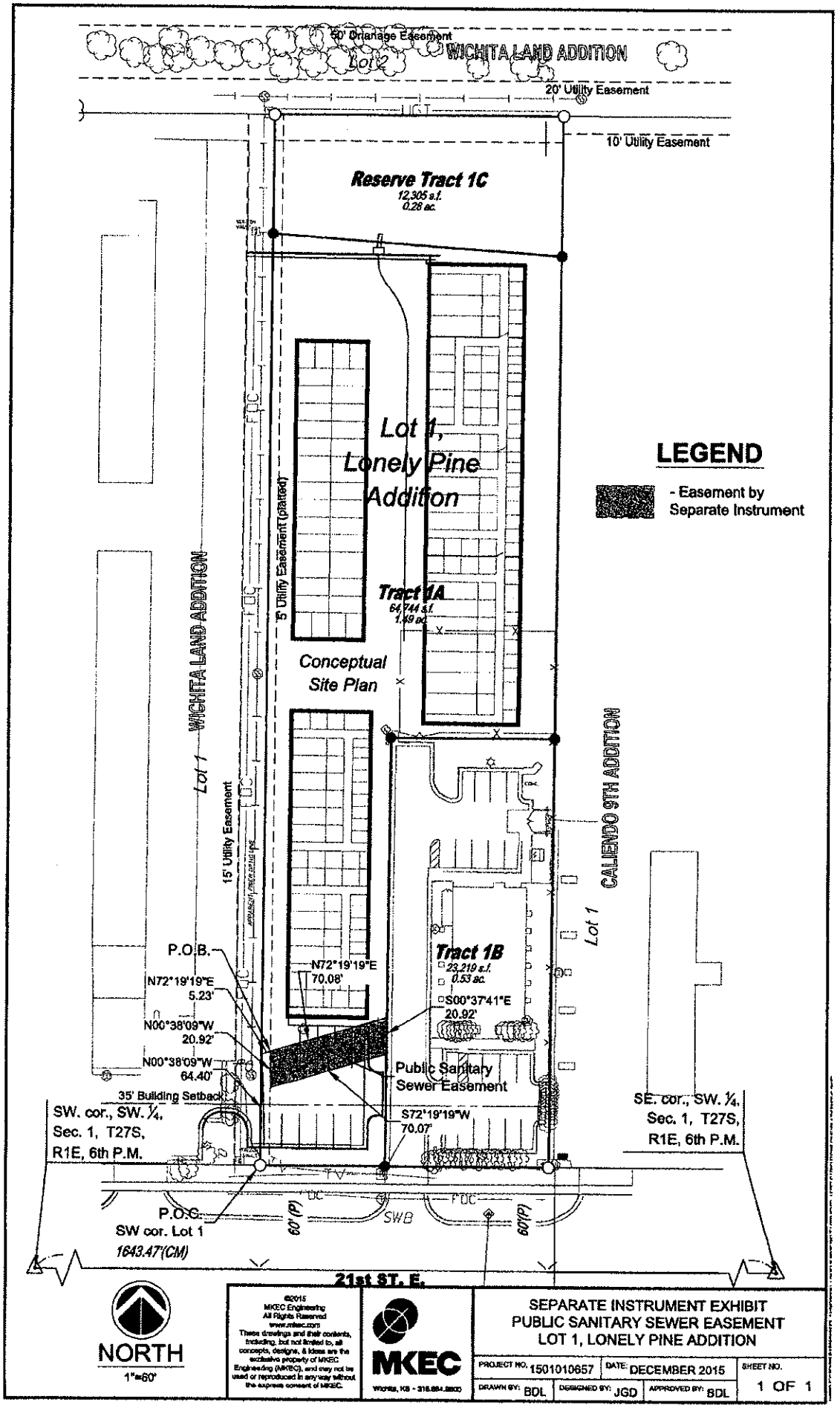
NA.

Jennifer Magana, City Attorney and Director of Law

Upon Recording mail to:
MKEC Engineering, Inc.
411 N. Webb Rd.
Wichita, KS 67206
15657
J:\Projects\2015\1501010657_Anderson_Lonely Pine Development\05 Civil\Docs\Land Development\Docs\Sanitary Sewer Easement - SII.Doc

MKEC

29578564


50' Drainage Easement
Lot 2
WICHITA LAND ADDITION
20' Utility Easement
10' Utility Easement
Reserve Tract 1C
12,305 s.f.
0.28 ac.
Lot 1,
Lonely Pine
Addition
LEGEND
- Easement by
Separate Instrument
5' Utility Easement (platted)
Tract 1A
64,744 s.f.
1.49 ac.
Conceptual
Site Plan
WICHITA LAND ADDITION
Lot 1
15' Utility Easement
CALIENDO 9TH ADDITION
Lot 1
Tract 1B
23,219 s.f.
0.53 ac.
P.O.B.
N72°19'19"E
5.23'
N00°38'09"W
20.92'
N00°38'09"W
64.40'
N72°19'19"E
70.08'
S00°37'41"E
20.92'
Public Sanitary
Sewer Easement
35' Building Setback
SW. cor., SW. ¼,
Sec. 1, T27S,
R1E, 6th P.M.
S72°19'19"W
70.07'
SE. cor., SW. ¼,
Sec. 1, T27S,
R1E, 6th P.M.
P.O.C.
SW cor. Lot 1
1643.47'(CM)
60' (P)
SWB
60'(P)
21st ST. E.
NORTH
1"=60'
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www.mkec.com
These drawings and their contents, including, but not limited to, all concepts, designs, & ideas are the exclusive property of MKEC Engineering (MKEC), and may not be used or reproduced in any way without the express consent of MKEC.
MKEC
Wichita, KS - 316.264.8800
SEPARATE INSTRUMENT EXHIBIT
PUBLIC SANITARY SEWER EASEMENT
LOT 1, LONELY PINE ADDITION
PROJECT NO. 1501010657
DATE: DECEMBER 2015
SHEET NO.
1 OF 1
DRAWN BY: BDL
DESIGNED BY: JGD
APPROVED BY: BDL

City of Wichita
City Council Meeting
April 5, 2016

TO: Mayor and City Council

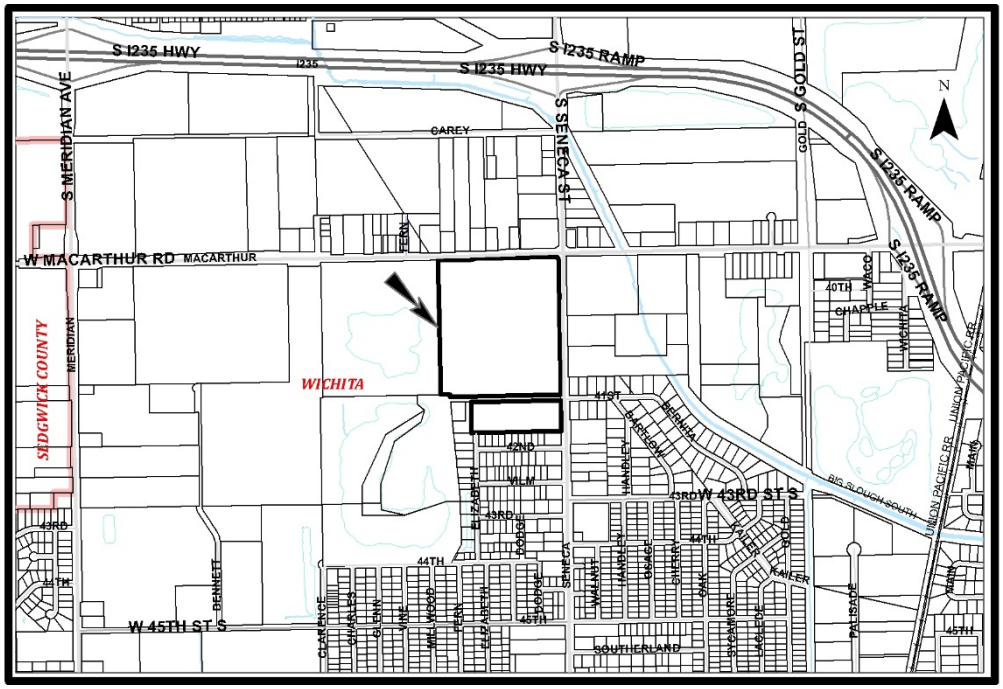
SUBJECT: SUB2015-00013 -- Plat of Cross Gate Addition Located on the Southwest Corner of West MacArthur Road and South Seneca Street (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)



Background: The site consists of two lots on 51.16 acres. A zone change (PUD2015-00001) has been approved from Single-Family Residential (SF-5) and Limited Commercial (LC) to Planned Unit Development (PUD).

Analysis: Water services are available to serve the site. The applicant has submitted a Petition and a Certificate of Petition for sewer improvements. The applicant has submitted a Drive Approach Closure Certificate regarding the driveways required to be closed by access controls, which are being dedicated with this plat. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has submitted an Access Easement Grant. The applicant has submitted a Notice of Planned Unit Development identifying the approved PUD and special conditions for development.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: The petition amount is $10,000 for sewer improvements. The funding source for the project is special assessments.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petition, Drive Approach Closure Certificate, Restrictive Covenant, Access Easement Grant, Notice of Planned Unit Development and Resolution as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Attachments: Certificate of Petition
Drive Approach Closure Certificate
Restrictive Covenant
Access Easement Grant
Notice of Planned Unit Development
Resolution
Ordinance

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, TCRS, LLC, a Kansas limited liability company, owners of Cross Gate Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Cross Gate Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 11th day of March, 2016.

TCRS, LLC

By: _____
Jeff M. Lange, President

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 11th day of March, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff M. Lange as President of TCRS, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Kelly A. Thomas
Notary Public

KELLY A. THOMAS
Notary Public - State of Kansas
My Appt. Expires 4-16-16

(My Appointment Expires: 4-16-16)

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

DRIVE APPROACH CLOSURE CERTIFICATE

Sedgwick County)
State of Kansas) SS:

TCRS, LLC, a Kansas limited liability company, owner of that certain real property to be known as **Cross Gate Addition, Wichita, Sedgwick County, Kansas**, are in the process of platting said property, and do hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on MacArthur Road in excess of the three allowed per said platting requirements shall be closed, and any existing drive approaches on Seneca Avenue in excess of the three allowed per said platting requirements shall be closed.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 11th day of March, 2016.

TCRS, LLC

By: _____
Jeff M. Lange, President

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 11th day of March, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff M. Lange as President of TCRS, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Kelly A. Thomas
Notary Public

KELLY A. THOMAS
Notary Public - State of Kansas
My Appt. Expires 4-16-16

(My Appointment Expires: 4-16-16)

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

RESTRICTIVE COVENANT

THIS DECLARATION made this 11th day of March, 2016, by TCRS, LLC, a Kansas limited liability company, hereinafter called "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

CROSS GATE ADDITION
Lot 1, Block A
Lot 1, Block B

WHEREAS, Declarants are desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A" and "B", Cross Gate Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarants hereby declare and covenant:

1. Reserve "A" is hereby reserved for landscaping, open space, lakes, drainage purposes, utilities as confined to easement, and communication systems and related appurtenances as confined to easement.

Reserve "B" is hereby reserved for landscaping, open space, lakes, drainage purposes, and pipelines and related appurtenances as confined to easement.

2. Reserves "A" and "B" shall be owned and maintained by the owner of Lot 1, Block A.

3. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Lot Owner, as may be appropriate, has failed to maintain the reserves in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the Declarant or the Lot Owner and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Lot Owner shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against Lot 1, Block A, in Cross Gate Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owners, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lot 1, Block A, in CROSS GATE ADDITION, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

TCRS, LLC

By:_____
Jeff M. Lange, President

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 11th day of March, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff M. Lange as President of TCRS, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Kelly A. Thomas
Notary Public

(My Appointment Expires: 4-16-16)

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

ACCESS EASEMENT GRANT

THIS ACCESS EASEMENT GRANT made this 11th day of March, 2016, by TCRS, LLC, a Kansas limited liability company, herein referred to as the Grantor, being the owner of the following described properties, to-wit:

PARCEL "A"

Lot 1, Block B, Cross Gate Addition, Wichita, Sedgwick County, Kansas,

and

PARCEL "B"

Reserve "A", Cross Gate Addition, Wichita, Sedgwick County, Kansas,

and

WHEREAS, said Parcel "A" and Parcel "B" are contiguous to and lie directly adjacent to each other; and

WHEREAS, Grantor desires to provide a perpetual access easement for the benefit of Parcel "B" over, across, and through said Parcel "A" (later described as Parcel "C"), to allow Parcel "B" access to Seneca St.

NOW THEREFORE, be it known that Grantor hereby grants to the owners of Parcel "B" the right to use for ingress and egress purposes the access easement described as Parcel "C".

PARCEL "C"

The south 30 feet of Lot 1, Block B, Cross Gate Addition, Wichita, Sedgwick County, Kansas

Such access easement shall be a perpetual easement until and unless amended, revoked, or released by all of the parties in interest or their successors or assigns and that the same shall be a covenant running with the land and shall be binding upon the grantors herein, their grantees, their heirs, assigns, licensees, successors, and assignees in interest.

It is further contracted and covenanted that such easement shall be for driveway, ingress, and egress purposes and such easement shall not be used for parking purposes or utilized in any manner so as to impede or inconvenience the use of such easement for the purposes herein setforth. Maintenance of said easements shall be in the mutual interests and responsibilities to all party's interest and their successors, heirs, and/or assigns.

EXECUTED the day and year first written above.

TCRS, LLC

By: _____
Jeff M. Lange, President

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 11th day of March, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff M. Lange as President of TCRS, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Kelly A. Thomas
Notary Public

KELLY A. THOMAS
Notary Public - State of Kansas
My Appt. Expires 4-16-16

(My Appointment Expires: 4-16-16)

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

NOTICE OF PLANNED UNIT DEVELOPMENT

THIS NOTICE made this 11th day of March, 2016, by TCRS, LLC, a Kansas limited liability company, hereinafter called Declarant,

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

CROSS GATE ADDITION
Lot 1, Block A
Lot 1, Block B

and

WHEREAS, Declarant is desirous to file notice that a planned unit development plan approved by the Sedgwick County Commission is on file with the Metropolitan Area Planning Department, known as Lange Seneca Street Industrial Planned Unit Development (PUD-45).

NOW, THEREFORE, the Declarant wants to make notice that the approved community unit plan has placed restrictions on the use and requirements on the development of the above described real property.

The Metropolitan Area Planning Department is located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

The planned unit development shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lot 1, Block A, Lot 1, Block B, Cross Gate Addition, Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written above.

TCRS, LLC

By: _____
Jeff M. Lange, President

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 11th day of March, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff M. Lange as President of TCRS, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Kelly A. Thomas
Notary Public

KELLY A. THOMAS
Notary Public - State of Kansas
My Appt. Expires 4-16-16

(My Appointment Expires: 4-16-16)

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

(Published in the ***Wichita Eagle***, on April 8, 2016)

RESOLUTION NO. 16-070

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 62, MAIN 3, SOUTHWEST INTERCEPTOR SEWER – CROSS GATE ADDITION/SOUTH OF MACARTHUR, WEST OF SENECA) (468-85108).

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

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

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

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

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

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

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

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

CROSS GATE ADDITION
Lot 1, Block A

(d) The method of assessment is: **Lot 1, Block A, Cross Gate Addition shall pay 100 percent of the total cost of the improvements.**

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

(OCA150004)

Published in The Wichita Eagle on April 15, 2016

ORDINANCE NO. 50-171

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. PUD2015-00001

Zone change request from Single-Family Residential (SF-5) and Limited Commercial (LC) to Planned Unit Development (PUD) #45 on property described as:

Cross Gate Addition, Wichita, Sedgwick County, Kansas.

Generally located on the southwest corner of West MacArthur Road and South Seneca Street.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 12 day of April, 2016.

ATTEST:

_____ _____

Karen Sublett, City Clerk Jeff Longwell, Mayor

(SEAL)

APPROVED AS TO FORM:

_____

Jennifer L. Magana, Director of Law

City of Wichita
City Council Meeting
April 5, 2015

TO: Mayor and City Council

SUBJECT: ZON2016-00002 – City Zone Change from General Commercial to Limited Industrial on Property Generally Located North of East Central Avenue on the East Side of North Hydraulic Avenue (District I)

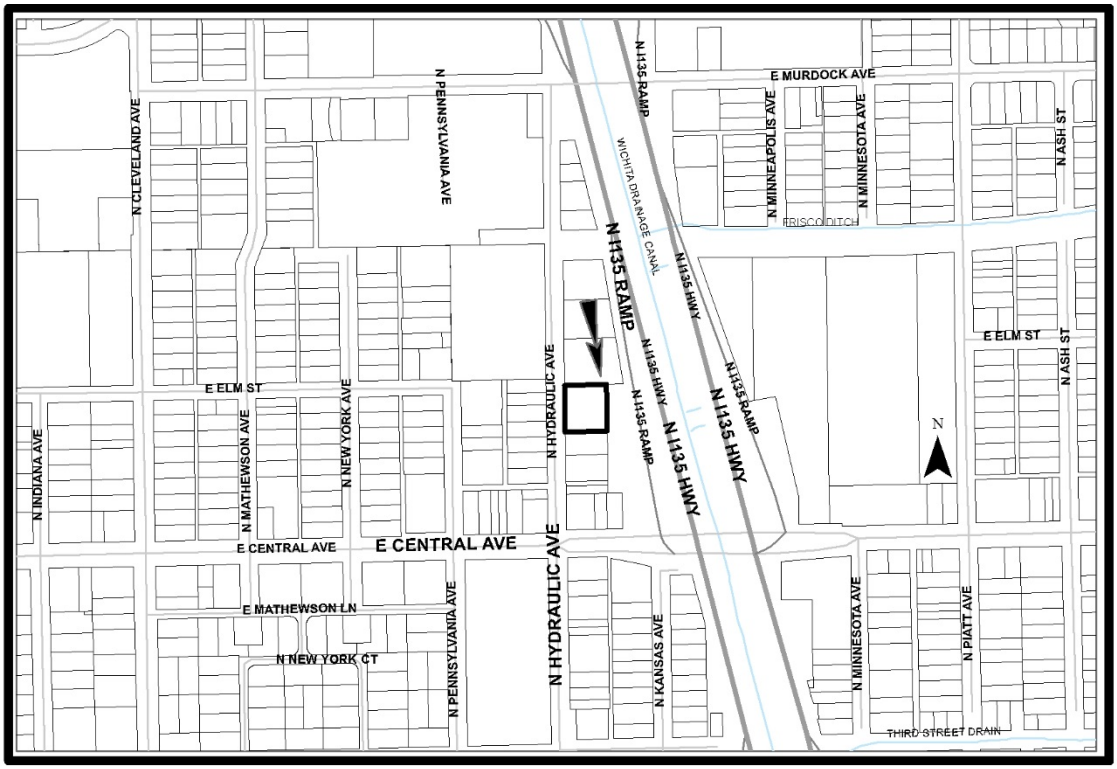
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

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

DAB Recommendation: District Advisory Board I recommended approval of the request (9-0).

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



Background: The applicant is requesting LI Limited Industrial (LI) zoning on the 0.46-acre, platted GC General Commercial (GC) zoned site located north of East Central Avenue, on the east side of North Hydraulic Avenue. The applicant owns the north abutting LI zoned property and the machine shop (United Machine, built 1965, 1991) located on it that manufactures aircraft parts. The manufacturing of aircraft parts fits into the Unified Zoning Code's (UZC) definition of "general manufacturing"; UZC, Sec.II-B.8.e. The LI zoning district permits general manufacturing by right; UZC, Sec.III-B.20.b.4. The proposed LI zoning will allow the applicant to expand the machine shop operation onto the subject site, without the restrictions imposed by the GC zoning district; UZC, Sec. III-D.6.n.; "…the entire frontage of the ground floor along the principal Street frontage is used for office space, display or wholesale or retail sales." The subject site has a vacant building (built 1953) located on it that was previously used as a gymnastic venue.

This portion of Hydraulic Avenue, between Central Avenue and Murdock Avenue, is a mix of LI and GC zoned mostly small to medium size businesses including, but not limited to: office-warehouses, a medium-large office-warehouse (built 1955, 1980, 1990, 2011, 2014), a medium-large commercial printer (built 1951, 1957, 1961, 1963, 1970, 2000) , a wholesale flooring office-warehouse (built 1985), a small body and paint shop with vehicles stored/parked outdoors, a granite sales office-warehouse (built 1950, 1960, 1975), undeveloped land, a Dog and Shake fast food restaurant (built 1978), a small free standing retail building (1980), a small commercial strip building, the applicant's vacant building and the applicant's machine shop.

Analysis: On February 18, 2016, the Metropolitan Area Planning Commission (MAPC) considered and approved (11-0) the requested LI zoning. There were no protesters at the MAPC meeting. Planning staff has not received protests to the request.

On March 7, 2016, District Advisory Board (DAB) I considered and approved (9-0) the requested LI zoning. There were no protesters at the DAB I meeting.

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

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

Recommendation/Actions: It is recommended that the City Council concur with the findings of the MAPC, approve the zoning and place the ordinance on first reading (simple majority of four votes required).

Attachments:

- MAPC minutes
- DAB memo
- Ordinance

OCA 150004

ORDINANCE NO. 50-172

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2016-00002

Zone change from GC General Commercial ("GC") to LI Limited Industrial ("LI"), on an approximately 0.46-acre property described as:

Lots 25, 27, 29, 31 and 33, together with the South Half of vacated Elm Street adjoining said Lot 25 on the North, in Ratliffe's Addition to Wichita, Sedgwick County, Kansas; generally located North of East Central Avenue on the East Side of North Hydraulic Avenue.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law

EXCERPT MINUTES OF THE FEBRUARY 18, 2016 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2016-00002 - Timothy McGinty, Jr. (Owner/Applicant) and K.E. Miller Engineering, c/o: Kirk Miller (Agent) request a City zone change from GC General Commercial to LI Limited Industrial on property described as:

Lots 25, 27, 29, 31 and 33, together with the South Half of vacated Elm Street adjoining said Lot 25 on the North, in Ratliffe's Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting LI Limited Industrial (LI) zoning on the 0.46-acre, platted GC General Commercial (GC) zoned site located north of East Central Avenue, on the east side of North Hydraulic Avenue. The applicant owns a machine shop (United Machine, built 1965, 1991, per the Appraiser's web site) that manufactures aircraft parts on the north abutting LI zoned property. The manufacturing of aircraft parts fits into the Unified Zoning Code's (UZC) definition of "general manufacturing"; UZC, Sec.II-B.8.e. The LI zoning district permits general manufacturing by right; UZC, Sec.III-B.20.b.4. The proposed LI zoning will allow the applicant to expand the machine shop operation onto the site, without the restrictions imposed by the GC zoning district; UZC, Sec. III-D.6.n.; "...the entire frontage of the ground floor along the principal Street frontage is used for office space, display or wholesale or retail sales." The site has a vacant building (built 1953) on it that was previously used as a gymnastic venue.

This portion of Hydraulic Avenue, between Central Avenue and Murdock Avenue, is a mix of LI and GC zoned mostly small-medium size businesses including, but not limited to, office-warehouses, a medium-large office-warehouse (built 1955, 1980, 1990, 2011, 2014), a medium-large commercial printer (1951, 1957, 1961, 1963, 1970, 2000) , a wholesale flooring office-warehouse (1985), a small body and paint shop with vehicles stored/parked outdoors, a granite sales office-warehouse (1950, 1960, 1975), undeveloped land, a Dog and Shake fast food restaurant (1978), small free standing retail building (1980), a small commercial strip building, the applicant's vacant building and the applicant's machine shop.

CASE HISTORY: The site is Lots 25, 27, 29, 31 and 33, together with the south half of vacated Elm Street adjoining said Lot 25 on the North, in Ratliffe's Addition. The Ratliffe's Addition was recorded February 16, 1924. Vacation case V-1114, vacated that portion of Elm Street that is now part of the application area; approved November 9, 1983, Vacation Ordinance #38-447. VAC2016-00001 is a request to vacate a 25-foot wide by 135-foot long utility easement created by V-1114. VAC2016-00001 was approved by the MAPC's Subdivision Committee at their February 11, 2016, meeting and is on today's MAPC agenda for consideration.

ADJACENT ZONING AND LAND USE:

NORTH: LI	Machine shop and shipping and receiving, granite sales office- warehouse
SOUTH: GC	Vacant building, wholesale flooring office-warehouse, fast food restaurant, free standing commercial building, commercial strip building
EAST: I-135	Interstate highway I-135
WEST: GC, LI	Office-warehouses, commercial printer, undeveloped land, body and paint shop

PUBLIC SERVICES: All utilities are available to the site. Access to the site is provide by the Hydraulic Avenue, a paved two-lane, two-way arterial public street.

CONFORMANCE TO PLANS/POLICIES: The "2035 Urban Growth Area Map" of the "2015-2035 Community Investment Plan/Comprehensive Plan identifies the site being in Wichita's "established central area." The established central area is comprised of the downtown core and the mature neighborhoods surrounding it in a roughly three-mile radius. The established central area is the focus area for the Wichita Urban Infill Strategy, which encourages infill development and maximizing public investment in existing and planned infrastructures and services. The established central area also promotes mixed use redevelopment of existing commercial centers along arterial streets.

The "2035 Wichita Growth Concept Map" of the Comprehensive Plan identifies the general location as appropriate for "industrial" development. The industrial category reflects the full diversity of industrial intensities and types found in a large urban municipalities. Concentrations of manufacturing, warehousing, distribution, construction research, and technology are located in close proximity to highways and airports and may have rail service. Industrial uses associated with the extraction, processing, or refinement of natural resources or recycling of waste materials are typically found along rail lines. Businesses with negative impacts associated with noise, hazardous materials, visual blight, and order typically are buffered from residential uses by commercial uses.

The purpose of the LI zoning district is to accommodate moderate intensity manufacturing, industrial, commercial and complementary land uses. The requested LI zoning is in character with the area. The proposed LI zoning will allow expansion of the applicant's machine shop, which is infill development. The area's collection of office-warehouses, wholesale building materials, a machine shop, a commercial printer, etc., matches the 2035 Wichita Growth Concept Map designation of the site and the area it is located in as industrial. The areas' uses do not present negative impacts associated with noise, hazardous materials, visual blight; the exception may be the paint and body shop, vehicles stored/parked outdoors.

The site is located within the "McAdams Neighborhood Revitalization Plan." The Plan's "Future Land Use Redevelopment Concept" shows the as suitable for "general industrial and warehousing." The proposed LI zoning and the applicant's machine shop fits into the Plan.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the proposed LI zoning be APPROVED.

This recommendation is based on the following findings:

(1) **The zoning, uses and character of the surrounding area:** The area is a mix of LI and GC zoned mostly small-medium size businesses including, but not limited to, office-warehouses, a medium-large office-warehouse (built 1955, 1980, 1990, 2011, 2014), a medium-large commercial printer (1951, 1957, 1961, 1963, 1970, 2000) , a wholesale flooring office-warehouse (1985), a small body and paint shop, a granite sales office-warehouse (1950, 1960, 1975), undeveloped land, a Dog and Shake fast food restaurant (1978), small free standing retail (1980), a vacant building (1953, owned by the applicant) and the applicant's machine shop.

(2) **The suitability of the subject property for the uses to which it has been restricted:** The proposed LI zoning will allow the applicant to expand the machine shop onto the site, without the restrictions imposed by the GC zoning district; UZC, Sec. III-D.6.n.; "...the entire frontage of the ground floor along the principal Street frontage is used for office space, display or wholesale or retail sales." The proposed LI is in character with the area's existing LI and GC zoning.

(3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The proposed LI zoning that will allow the expansion of the machine shop, which is in character with the area's other LI and GC zoned businesses. The proposed expansion will also offer employment opportunities.

(4) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The "2035 Urban Growth Area Map" of the "2015-2035 Community Investment Plan/Comprehensive Plan identifies the site being in Wichita's "established central area." The established central area is comprised of the downtown core and the mature neighborhoods surrounding it in a roughly three-mile radius. The established central area is the focus area for the Wichita Urban Infill Strategy, which encourages infill development and maximizing public investment in existing and planned infrastructures and services. The established central area also promotes mixed use redevelopment of existing commercial centers along arterial streets.

The "2035 Wichita Growth Concept Map" of the Comprehensive Plan identifies the general location as appropriate for "industrial" development. The industrial category reflects the full diversity of industrial intensities and types found in a large urban municipalities. Concentrations of manufacturing, warehousing, distribution, construction research, and technology are located in close proximity to highways and airports and may have rail service. Industrial uses associated with the extraction, processing, or refinement of natural resources or recycling of waste materials are typically found along rail lines. Businesses with negative impacts associated with noise, hazardous materials, visual blight, and order typically are buffered from residential uses by commercial uses.

The purpose of the LI zoning district is to accommodate moderate intensity manufacturing, industrial, commercial and complementary land uses. The requested LI zoning is in character with the area. The proposed LI zoning will allow expansion of the applicant's machine shop, which is infill development. The area's collection of office-warehouses, wholesale building materials, a machine shop, a commercial printer, etc., matches the 2035 Wichita Growth Concept Map designation of the site and the area it is located in as industrial. The areas uses do not present negative impacts associated with noise, hazardous materials, visual blight; the exception may be the paint and body shop, vehicles stored/parked outdoors. The site has access onto Hydraulic Avenue, which allows access onto Central Avenue and I-135, which abuts the east side of the site.

The site is located within the "McAdams Neighborhood Revitalization Plan." The Plan's "Future Land Use Redevelopment Concept" shows the as suitable for "general industrial and warehousing." The proposed LI zoning and the applicant's machine shop fits into the Plan.

(5) **Impact of the proposed development on community facilities:** The site may generate an additional amount of industrial truck traffic onto Hydraulic Avenue, which allows access onto Central Avenue and I-135, which abuts the east side of the site.

BILL LONGNECKER presented the Staff Report.

MOTION: To approve subject to staff recommendation.

DENNIS moved, **RAMSEY** seconded the motion, and it carried (11-0).

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: City Council

FROM: Kameelah Alexander, Office of Community Services

SUBJECT: ZON2016-00002 GC General Commercial to LI Limited Industrial

DATE: March 7, 2016

On Monday, March 7, 2016, the District I Advisory Board considered a request for LI Limited Industrial (LI) zoning on the 0.46-acre, platted GC General Commercial (GC) zoned site located north of East Central Avenue, on the east side of North Hydraulic Avenue. The applicant owns a machine shop (United Machine, built 1965, 1991, per the Appraiser's web site) that manufactures aircraft parts on the north abutting LI zoned property. The manufacturing of aircraft parts fits into the Unified Zoning Code's (UZC) definition of "general manufacturing"; UZC, Sec.II-B.8.e. The LI zoning district permits general manufacturing by right; UZC, Sec.III-B.20.b.4.

DAB members asked questions on the following item:

- How would the requested space be used

The MAPD staff was able to provide a satisfactory response to the question. There were no questions or comments from the general public.

Action Taken: Heflin/Roseboro made a motion to recommend that MAPC approve the LI zoning request. Motion carried 9-0.

City of Wichita
City Council Meeting
April 5, 2015

TO: Mayor and City Council

SUBJECT: ZON2016-00006 – City Zone Change from Multi-Family Residential to Limited Commercial with a Protective Overlay on Property Generally Located on the Northwest Side of South Meridian Avenue and West Kellogg Drive (District IV)

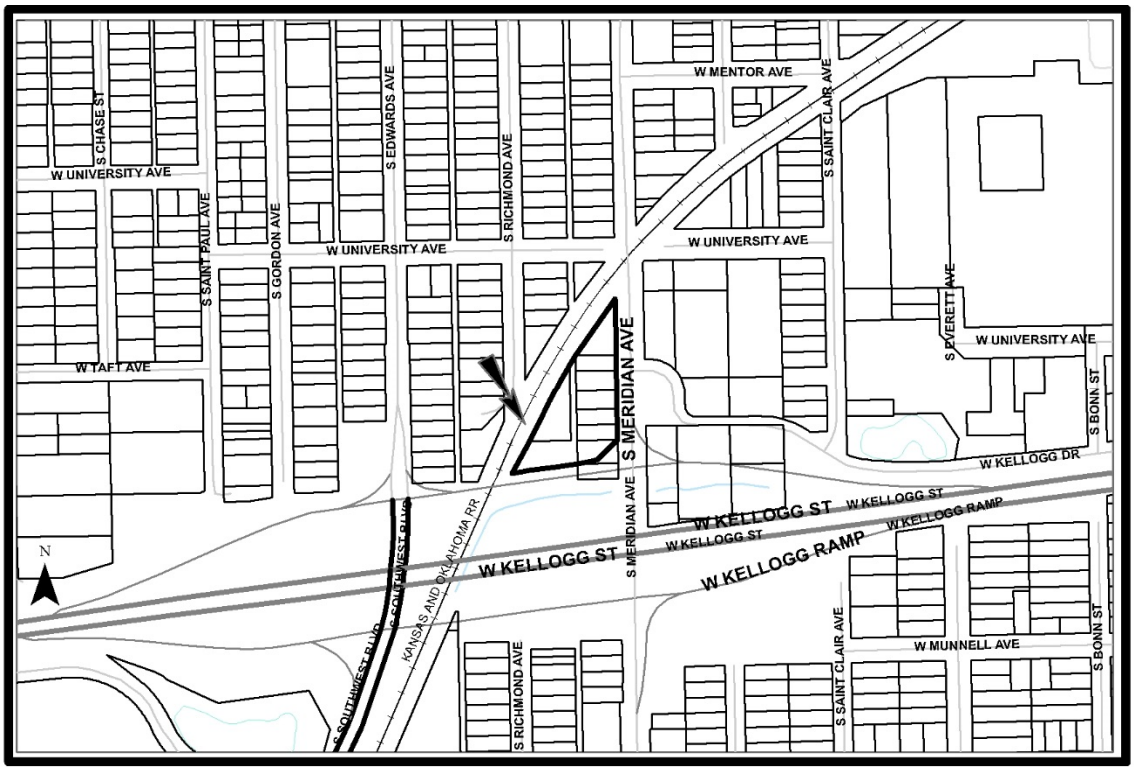
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (8-0).

DAB Recommendation: District Advisory Board IV recommended approval of the request (10-0).

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



Background: The applicant is requesting LC Limited Commercial (LC) zoning with a Protective Overlay (PO-305) on the 2.09-acre, platted MF-29 Multifamily-Family Residential (MF-29) zoned site. The site is located on the northwest side of South Meridian Avenue and West Kellogg Drive. The east side of the site is developed with five small, one-story single-family residences (built 1930, 1935, 1950, 1952), a residential designed manufactured home and a trailer. The City of Wichita owns the undeveloped south end of the east side and the undeveloped west portion of the site. A platted, unimproved 20-foot wide alley separates the east and west sides of the subject site.

The 54.5-acre U University (U) zoned Friends University campus (founded 1898) is the dominant development in the area and is located east of the MF-29 zoned subject site, across Meridian Avenue. The purpose of PO-305 is to ensure compatible uses with Friends University and the area. An active railroad track runs southwest – northeast through the area and abuts the west and north sides of the site. TF-3 Two-Family Residential (TF-3) zoned small, one-story single-family residences and scattered duplexes (built mostly 1930-1950s) are located west and north of the site, across the railroad tracks. The subject site is separated from Friends University and the adjacent low to moderate density residential development by the active railroad tracks, the arterial Meridian Avenue and Kellogg Street/US-54 Highway.

Analysis: On March 3, 2016, the Metropolitan Area Planning Commission (MAPC) considered and approved (8-0) the requested LC zoning, subject to the following provisions of PO-305:

(1) The following uses are prohibited: Correctional placement limited and general, recycling collection station private and public, reverse vending machine, animal care limited and general, construction sales and service, event center, farmer's market, kennels for hobby, boarding, breeding, training, recreational marine facility, nightclub, nurseries and garden centers, commercial parking, pawnshop, indoor recreation and entertainment, tavern and drinking establishment, asphalt plant limited and general, manufacturing limited, mining and quarrying, oil and gas drilling, rock crusher, solid waste incinerator, agricultural sales and service.

There were no protesters at the MAPC meeting.

On March 7, 2016, District Advisory Board (DAB) IV considered and approved (10-0) the requested LC zoning and PO-305. There were no protesters at the DAB IV meeting. Planning staff has not received protests to the request.

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

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

Recommendation/Actions: It is recommended that the City Council concur with the findings of the MAPC and approve the zoning, subject to the provisions of the protective overlay, and subject to platting within a year of approval by the governing body (simple majority of four votes required); instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to the City Council.

Attachments:

- MAPC minutes
- DAB memo
- Ordinance

OCA 150004

ORDINANCE NO. 50-173

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2016-00006

Zone change from MF-29 Multi-Family Residential ("MF-29") to LC Limited Commercial ("LC"), on an approximately 2.09-acre property described as:

All of Lots 523, 525, 527, 529, 531, 533, 535, 537, 539, 541, 543, and 545 on Meridian Avenue, Martinson's 5th Addition to the City of Wichita, Sedgwick County, Kansas.
TOGETHER WITH: That part of Lots 547, 549 and 551, on Meridian Avenue, in said Martinson's 5th Addition lying within and being coincident with the following described tract of land: Beginning at the northeast corner of said Lot 547; thence southerly along the east line of said Lot 547, 5.00 feet; thence southwesterly with a deflection angle to the right of 54 degrees 00'58", 95.57 feet; thence west-southwesterly with a deflection angle to the right of 24 degrees 06'46", 53.82 feet to a point on the west line of said Lot 551, said point being 22.36 feet southerly of the northwest corner of said Lot 551; thence northerly along the west line of said Lots 551, 549 and 547, 72.36 feet to the northwest corner of said Lot 547; thence easterly along the north line of said Lot 547, 130.00 feet to the point of beginning.
TOGETHER WITH: Lot 368, except the south 50 feet, on Richmond Avenue, (originally dedicated as Phillip Avenue), in said Martinson's 5th Addition.
TOGETHER WITH: The south 50.00 feet of said Lot 368 as condemned for the opening and widening of Kellogg Street and designated as Tract No. 43 in District Court Case No. A-56857.
TOGETHER WITH: All of Lot 370 as condemned for the opening and widening of Kellogg Street and designated as Tract No. 42 in District Court Case No. A-56857.
TOGETHER WITH: That part of Lot 372 as condemned for the opening and widening of Kellogg Street and designated as said Tract No. 42 described as follows: Beginning at the northeast corner of said Lot 372; thence southerly along the east line of said Lot 372, 0.61 feet; thence west-southwesterly with a deflection angle to the right of 84 degrees 38'48", 140.61 feet to a point on the west line of said Lot 372, said point being 13.88 feet southerly of the northwest corner of said Lot 372; thence northerly along the west line of said Lot 372, 13.88 feet to the northwest corner of said Lot 372; thence easterly along the north line of said Lot 372, 140.00 feet to the point of beginning.
TOGETHER WITH: That part of Richmond Avenue, (originally dedicated as Phillip Avenue), in said Martinson's 5th Addition described as follows: Beginning at the intersection of the east right-of-way line of said Richmond Avenue with the southeast right-of-way line of the Mo. Pac. Railroad, (formerly the St. Louis, Ft. Scott & Wichita Railroad); thence southerly along the east right-of-way line of said Richmond Avenue, 69.21 feet, more or less, to a point 13.88 feet southerly of the northwest corner of Lot 372, on said Richmond Avenue; thence west-southwesterly with a deflection angle to the right of 84

degrees 38’48”, 33.55 feet to a point on the southeast right-of-way line of said Mo. Pac. Railroad; thence northeasterly along the southeast right-of-way line of said Mo. Pac. Railroad, 79.67 feet to the point of beginning.
TOGETHER WITH: That part of the alley as dedicated in said Martinson’s 5th Addition lying west of and abutting the west line of Lots 523 through 551, odd inclusive, on said Meridian Avenue, lying east of and abutting the east line of Lots 368 through 372, even inclusive, on said Richmond Avenue, (originally dedicated as Phillip Avenue), lying south and southeast of and abutting the southeast right-of-way line of said Mo. Pac. Railroad, (formerly the St. Louis, Ft. Scott & Wichita Railroad), and lying north of and abutting the following described line: Commencing at the northwest corner of Lot 551, on said Meridian Avenue, said northwest corner also being on the east right-of-way line of said alley; thence southerly along the east right of way line of said alley, 22.36 feet for a point of beginning; thence west-southwesterly with a deflection angle to the right of 78 degrees 07’44”, 11.85 feet; thence west-southwesterly with a deflection angle to the right of 06 degrees 31’04”, 8.44 feet to a point on the west right-of-way line of said alley, said west right-of-way line also being the east line of Lot 372, on said Richmond Avenue, (originally dedicated as Phillip Avenue), and said point being 0.61 feet southerly of the northeast corner of said Lot 372, and for a point of termination, Wichita, Sedgwick County, Kansas; generally located on the northwest side of South Meridian Avenue and West Kellogg Street.

Subject to platting within a year of approval by the governing body and to the following provisions of Protective Overlay-305:

(1) The following uses are prohibited: Correctional placement limited and general, recycling collection station private and public, reverse vending machine, animal care limited and general, construction sales and service, event center, farmer’s market, kennels for hobby, boarding, breeding, training, recreational marine facility, nightclub, nurseries and garden centers, commercial parking, pawnshop, indoor recreation and entertainment, tavern and drinking establishment, asphalt plant limited and general, manufacturing limited, mining and quarrying, oil and gas drilling, rock crusher, solid waste incinerator, agricultural sales and service.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law

EXCERPT MINUTES OF THE FEBRUARY 18, 2016 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2016-00002 - Timothy McGinty, Jr. (Owner/Applicant) and K.E. Miller Engineering, c/o: Kirk Miller (Agent) request a City zone change from GC General Commercial to LI Limited Industrial on property described as:

Lots 25, 27, 29, 31 and 33, together with the South Half of vacated Elm Street adjoining said Lot 25 on the North, in Ratliffe's Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting LI Limited Industrial (LI) zoning on the 0.46-acre, platted GC General Commercial (GC) zoned site located north of East Central Avenue, on the east side of North Hydraulic Avenue. The applicant owns a machine shop (United Machine, built 1965, 1991, per the Appraiser's web site) that manufactures aircraft parts on the north abutting LI zoned property. The manufacturing of aircraft parts fits into the Unified Zoning Code's (UZC) definition of "general manufacturing"; UZC, Sec.II-B.8.e. The LI zoning district permits general manufacturing by right; UZC, Sec.III-B.20.b.4. The proposed LI zoning will allow the applicant to expand the machine shop operation onto the site, without the restrictions imposed by the GC zoning district; UZC, Sec. III-D.6.n.; "...the entire frontage of the ground floor along the principal Street frontage is used for office space, display or wholesale or retail sales." The site has a vacant building (built 1953) on it that was previously used as a gymnastic venue.

This portion of Hydraulic Avenue, between Central Avenue and Murdock Avenue, is a mix of LI and GC zoned mostly small-medium size businesses including, but not limited to, office-warehouses, a medium-large office-warehouse (built 1955, 1980, 1990, 2011, 2014), a medium-large commercial printer (1951, 1957, 1961, 1963, 1970, 2000) , a wholesale flooring office-warehouse (1985), a small body and paint shop with vehicles stored/parked outdoors, a granite sales office-warehouse (1950, 1960, 1975), undeveloped land, a Dog and Shake fast food restaurant (1978), small free standing retail building (1980), a small commercial strip building, the applicant's vacant building and the applicant's machine shop.

CASE HISTORY: The site is Lots 25, 27, 29, 31 and 33, together with the south half of vacated Elm Street adjoining said Lot 25 on the North, in Ratliffe's Addition. The Ratliffe's Addition was recorded February 16, 1924. Vacation case V-1114, vacated that portion of Elm Street that is now part of the application area; approved November 9, 1983, Vacation Ordinance #38-447. VAC2016-00001 is a request to vacate a 25-foot wide by 135-foot long utility easement created by V-1114. VAC2016-00001 was approved by the MAPC's Subdivision Committee at their February 11, 2016, meeting and is on today's MAPC agenda for consideration.

ADJACENT ZONING AND LAND USE:

NORTH: LI	Machine shop and shipping and receiving, granite sales office- warehouse
SOUTH: GC	Vacant building, wholesale flooring office-warehouse, fast food restaurant, free standing commercial building, commercial strip building
EAST: I-135	Interstate highway I-135
WEST: GC, LI	Office-warehouses, commercial printer, undeveloped land, body and paint shop

PUBLIC SERVICES: All utilities are available to the site. Access to the site is provide by the Hydraulic Avenue, a paved two-lane, two-way arterial public street.

CONFORMANCE TO PLANS/POLICIES: The "2035 Urban Growth Area Map" of the "2015-2035 Community Investment Plan/Comprehensive Plan identifies the site being in Wichita's "established central area." The established central area is comprised of the downtown core and the mature neighborhoods surrounding it in a roughly three-mile radius. The established central area is the focus area for the Wichita Urban Infill Strategy, which encourages infill development and maximizing public investment in existing and planned infrastructures and services. The established central area also promotes mixed use redevelopment of existing commercial centers along arterial streets.

The "2035 Wichita Growth Concept Map" of the Comprehensive Plan identifies the general location as appropriate for "industrial" development. The industrial category reflects the full diversity of industrial intensities and types found in a large urban municipalities. Concentrations of manufacturing, warehousing, distribution, construction research, and technology are located in close proximity to highways and airports and may have rail service. Industrial uses associated with the extraction, processing, or refinement of natural resources or recycling of waste materials are typically found along rail lines. Businesses with negative impacts associated with noise, hazardous materials, visual blight, and order typically are buffered from residential uses by commercial uses.

The purpose of the LI zoning district is to accommodate moderate intensity manufacturing, industrial, commercial and complementary land uses. The requested LI zoning is in character with the area. The proposed LI zoning will allow expansion of the applicant's machine shop, which is infill development. The area's collection of office-warehouses, wholesale building materials, a machine shop, a commercial printer, etc., matches the 2035 Wichita Growth Concept Map designation of the site and the area it is located in as industrial. The areas' uses do not present negative impacts associated with noise, hazardous materials, visual blight; the exception may be the paint and body shop, vehicles stored/parked outdoors.

The site is located within the "McAdams Neighborhood Revitalization Plan." The Plan's "Future Land Use Redevelopment Concept" shows the as suitable for "general industrial and warehousing." The proposed LI zoning and the applicant's machine shop fits into the Plan.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the proposed LI zoning be APPROVED.

This recommendation is based on the following findings:

(1) **The zoning, uses and character of the surrounding area:** The area is a mix of LI and GC zoned mostly small-medium size businesses including, but not limited to, office-warehouses, a medium-large office-warehouse (built 1955, 1980, 1990, 2011, 2014), a medium-large commercial printer (1951, 1957, 1961, 1963, 1970, 2000) , a wholesale flooring office-warehouse (1985), a small body and paint shop, a granite sales office-warehouse (1950, 1960, 1975), undeveloped land, a Dog and Shake fast food restaurant (1978), small free standing retail (1980), a vacant building (1953, owned by the applicant) and the applicant's machine shop.

(2) **The suitability of the subject property for the uses to which it has been restricted:** The proposed LI zoning will allow the applicant to expand the machine shop onto the site, without the restrictions imposed by the GC zoning district; UZC, Sec. III-D.6.n.; "...the entire frontage of the ground floor along the principal Street frontage is used for office space, display or wholesale or retail sales." The proposed LI is in character with the area's existing LI and GC zoning.

(3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The proposed LI zoning that will allow the expansion of the machine shop, which is in character with the area's other LI and GC zoned businesses. The proposed expansion will also offer employment opportunities.

(4) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The "2035 Urban Growth Area Map" of the "2015-2035 Community Investment Plan/Comprehensive Plan identifies the site being in Wichita's "established central area." The established central area is comprised of the downtown core and the mature neighborhoods surrounding it in a roughly three-mile radius. The established central area is the focus area for the Wichita Urban Infill Strategy, which encourages infill development and maximizing public investment in existing and planned infrastructures and services. The established central area also promotes mixed use redevelopment of existing commercial centers along arterial streets.

The "2035 Wichita Growth Concept Map" of the Comprehensive Plan identifies the general location as appropriate for "industrial" development. The industrial category reflects the full diversity of industrial intensities and types found in a large urban municipalities. Concentrations of manufacturing, warehousing, distribution, construction research, and technology are located in close proximity to highways and airports and may have rail service. Industrial uses associated with the extraction, processing, or refinement of natural resources or recycling of waste materials are typically found along rail lines. Businesses with negative impacts associated with noise, hazardous materials, visual blight, and order typically are buffered from residential uses by commercial uses.

The purpose of the LI zoning district is to accommodate moderate intensity manufacturing, industrial, commercial and complementary land uses. The requested LI zoning is in character with the area. The proposed LI zoning will allow expansion of the applicant's machine shop, which is infill development. The area's collection of office-warehouses, wholesale building materials, a machine shop, a commercial printer, etc., matches the 2035 Wichita Growth Concept Map designation of the site and the area it is located in as industrial. The areas uses do not present negative impacts associated with noise, hazardous materials, visual blight; the exception may be the paint and body shop, vehicles stored/parked outdoors. The site has access onto Hydraulic Avenue, which allows access onto Central Avenue and I-135, which abuts the east side of the site.

The site is located within the "McAdams Neighborhood Revitalization Plan." The Plan's "Future Land Use Redevelopment Concept" shows the as suitable for "general industrial and warehousing." The proposed LI zoning and the applicant's machine shop fits into the Plan.

(5) **Impact of the proposed development on community facilities:** The site may generate an additional amount of industrial truck traffic onto Hydraulic Avenue, which allows access onto Central Avenue and I-135, which abuts the east side of the site.

BILL LONGNECKER presented the Staff Report.

MOTION: To approve subject to staff recommendation.

DENNIS moved, **RAMSEY** seconded the motion, and it carried (11-0).

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: City Council

FROM: Kameelah Alexander, Office of Community Services

SUBJECT: ZON2016-00002 GC General Commercial to LI Limited Industrial

DATE: March 7, 2016

On Monday, March 7, 2016, the District I Advisory Board considered a request for LI Limited Industrial (LI) zoning on the 0.46-acre, platted GC General Commercial (GC) zoned site located north of East Central Avenue, on the east side of North Hydraulic Avenue. The applicant owns a machine shop (United Machine, built 1965, 1991, per the Appraiser's web site) that manufactures aircraft parts on the north abutting LI zoned property. The manufacturing of aircraft parts fits into the Unified Zoning Code's (UZC) definition of "general manufacturing"; UZC, Sec.II-B.8.e. The LI zoning district permits general manufacturing by right; UZC, Sec.III-B.20.b.4.

DAB members asked questions on the following item:

- How would the requested space be used

The MAPD staff was able to provide a satisfactory response to the question. There were no questions or comments from the general public.

Action Taken: Heflin/Roseboro made a motion to recommend that MAPC approve the LI zoning request. Motion carried 9-0.

City of Wichita
City Council Meeting
April 5, 2016

TO: Wichita Airport Authority

SUBJECT: Jayhawk Chapter 88 of the Experimental Aircraft Association, Inc.
Office Facility Use and Lease Agreement
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement.

Background: Jayhawk Chapter 88 of the Experimental Aircraft Association, Inc. (EAA), is a Kansas not-for-profit organization, and is affiliated with the national EAA. The EAA promotes and supports recreational flying, and the construction and restoration of aircraft by its members, and provides youth education and scholarships in the aviation trades. The Jayhawk Chapter has approximately 200 members, and has held events and meetings at temporary locations and other airports in the region for more than 50 years.

Analysis: EAA desires to locate its chapter headquarters at Colonel James Jabara Airport, and to lease the 4,251 sq. ft. office building situated on 20,811 sq. ft. of land at 3612 North Webb Road. The facility will be used for the purpose of conducting meetings, administrative duties, and other activities in support of the chapter. Having the EAA as a tenant on the Airport is expected to eventually generate more activity from the General Aviation sector through fly-in events, support of the Young Eagles program, increased fuel sales by the Fixed Base Operator, and other activities. This building has been vacant since April 2003, and due to its extremely deteriorated condition, had been slated for eventual demolition pending the availability of funding. The EAA has agreed to restore the office building to a useable condition at its sole expense. The initial term of the lease is 15 years with one, five-year option term.

Financial Considerations: In consideration of the extensive and costly work required by the EAA to bring the office building to a functional condition, and in recognition that this is a non-profit aviation organization, facility rent will be waived during the base term of the lease, and the land rental rate has been set at $0.0742 per sq. ft. This will result in new annual revenue to the WAA of $1,544. The land rental rate will increase three percent for every five-year period. Facility rent will be charged during the five-year option period.

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

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

Attachments: Agreement.

WICHITA AIRPORT AUTHORITY

USE AND LEASE AGREEMENT

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

JAYHAWK CHAPTER 88 OF THE
EXPERIMENTAL AIRCRAFT ASSOCIATION INC.

For

Office Facility
3612 Webb Road
Colonel James Jabara Airport
Wichita, Kansas

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THIS USE AND LEASE AGREEMENT is entered into this April 5, 2016 between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (LESSOR) and JAYHAWK CHAPTER 88 OF THE EXPERIMENTAL AIRCRAFT ASSOCIATION, INC., Wichita, Kansas (LESSEE).

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

WHEREAS, LESSOR owns, operates, regulates, administers, and maintains the Colonel James Jabara Airport, Wichita, Kansas; and

WHEREAS, LESSEE desires to lease the parcels of Land and Facilities defined below (collectively "Premises") on the campus of Colonel James Jabara Airport ("Airport") from LESSOR under the terms and conditions set forth below in this Use and Lease Agreement ("Agreement").

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

1. PREMISES

LESSOR agrees to let to LESSEE, and LESSEE does hereby rent from LESSOR certain real property generally located at 3612 N. Webb Road, consisting 4,251 sq.ft. of improved building situated on 20,811 sq. ft. of land ("Land"), all referred to herein as the Premises, as shown on the attached **Exhibit "A"**.

LESSEE acknowledges that the improvements on the Premises are in a deteriorated condition and in need of substantial repairs, maintenance, and replacements of building components and equipment.

LESSEE agrees to accept Premises in their presently existing condition, "as is," "where is," and that LESSOR shall not be obligated to make any improvements or modifications to the Premises.

2. TRIPLE NET LEASE

The Parties agree that this is a triple net lease and that, unless otherwise agreed to in this Agreement or by amendment or supplement thereto, the LESSEE is solely responsible for all obligations normally imposed on the Premises to the extent provided herein, including but not limited to janitorial services, utilities, taxes, insurance, maintenance and repairs, repairs, and replacements of building components and equipment, and any other expenses and costs that arise from the use, operation and administration of the Premises.

3. INITIAL TERM

The initial term of this Agreement shall commence on **March 1, 2016** and shall continue for a period of fifteen (15) years ("Initial Term"), with the Initial Term expiring on **February 28, 2031**, unless otherwise terminated under provisions agreed to herein.

4. OPTION TERM

This Agreement may be renewed at the LESSEE's option for one (1), five (5) year period ("Option Term"), provided LESSEE is not in default hereunder beyond any applicable grace or cure periods in Rent or other payments to LESSOR at the time notice requesting exercising an Option Term is given.

If LESSEE wishes to exercise the Option Term, written notice shall be submitted to LESSOR no less than ninety (90) days prior to the expiration of the Initial Term. If LESSEE is in default of any obligation under this Agreement then any notice attempting to exercise the Option Term shall be void.

The Option Term shall commence on **March 1, 2031**, and expire on **February 29, 2036**.

The Initial Term and any Option Term are sometimes collectively referred to herein as the "Term."

5. LAND RENT DURING INITIAL TERM

Upon commencement of this Agreement, LESSEE shall pay to LESSOR land rental for the Premises described in this Section.

LAND RENT 3612 N. Webb Road - 20,811 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
03/01/2016	-	02/28/2021	.0742	$1,544.16	$128.68
03/01/2021	-	02/28/2026	.0764	$1,590.00	$132.50
03/01/2026	-	02/28/2031	.0787	$1,637.88	$136.49

6. LAND RENT DURING OPTION TERM

OPTION TERM 3612 N. Webb Road - 20,811 Sq. Ft					
Years			Rate Per Sq. Ft.	Annual	Monthly
3/1/2031	-	02/29/2036	.0843	$1,687.80	$140.65

7. FACILITY RENT DURING OPTION TERM

Facility rent for all facilities shall commence at the beginning of the Option Term. Facility rent for all facilities, structures, fixtures and improvements on the real estate during the Option Term period, if exercised, shall be determined by the LESSOR, however facility rent shall not exceed $1.00 per square foot of building space as LESSOR recognizes the LESSEE is a Kansas, not-for-profit corporation. LESSOR shall submit to LESSEE the facility rental rate within ninety (90) days prior to the commencement of the Option Term. If LESSEE does not accept the facility rental rate within thirty (30) days after notice is given then this Agreement shall terminate.

8. CONSIDERATION

In consideration of LESSOR'S granting LESSEE the right to use of the Premises, LESSEE shall restore and maintain the improvements on the Premises to good condition and a proper state of repair. LESSEE further agrees to make investments in improvements on the Premises and for the facility located at 3612 N. Webb Road ("Improvements Investments"). Such Improvements Investments will be in the form of materials and services purchased by or donated to LESSEE, and include efforts and time of volunteers, recorded at estimated fair market values for all materials, services efforts and time relating to the improvements, and will include time in planning, design, engineering, regulatory and contract compliance and legal matters. LESSEE agrees to make Improvements Investments during the Term of this Agreement in facility improvements (the "Improvements"). In consideration of LESSEE's Improvements Investments during the Initial Term of this Agreement, LESSEE shall not be required to pay facility rent to LESSOR for use of the Premises and any and all improvements located presently on the Premises or Improvements to be constructed by LESSEE. However, during the Initial Term of this

Agreement, LESSEE shall make payment to LESSOR for the land rent, as set forth in Section 5 of this Agreement. Not later than twelve (12) months prior to the expiration of the Initial Term and the First Renewal Term, LESSEE agrees to furnish LESSOR with a statement of the cumulative total of the Improvements Investments.

9. OTHER FEES AND CHARGES

LESSOR may assess fees and charges to LESSEE according to rates established by LESSOR in LESSOR's SCHEDULE OF FEES AND CHARGES. Such Schedule may be amended from time-to-time by action of the LESSOR upon a minimum of thirty (30) calendar days written notice. LESSOR's SCHEDULE OF FEES AND CHARGES shall uniformly apply, and be enforced, with regard to all tenants and operators of the same user groups on the Airport as defined by the SCHEDULES OF FEES AND CHARGES FOR THE WICHITA AIRPORT AUTHORITY.

Other Miscellaneous Fees and Charges: Any amounts due LESSOR from LESSEE for utility, maintenance, reimbursements, or other special charges will be paid by LESSEE within thirty (30) calendar days of the date of the invoice.

10. PAYMENT PROCEDURE

LESSEE shall pay to LESSOR in advance on the first day of each month, without demand or invoicing, for rental for the Premises as set forth herein. LESSEE shall pay to LESSOR all other fees within thirty (30) days of the date of invoices of all amounts due as set forth in this Agreement. In the event LESSEE fails to make payment within prescribed due dates as set forth in this Agreement, and after LESSOR has provided LESSEE with written notice and LESSEE does not make payment within seven (7) calendar days after the date said notice is given, then LESSOR, may charge LESSEE a monthly service charge of twelve percent (12%) on an annual basis for any such overdue amount, unless a lesser sum is set as the maximum allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred calendar by LESSOR in attempting to obtain payment. If LESSOR does not receive payment within seven (7) calendar days of the date of receipt of said written notice, then the monthly service charge shall retroactively commence on the date the payment was originally due.

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

Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

or such other address or representative as designated in writing.

Bills, notices and invoices may be delivered to the LESSEE by mail or personal delivery at:

Jayhawk Chapter 88 of The Experimental Aircraft Association, Inc.
Attn: Chapter President
P.O. Box 780833
Wichita, Kansas 67278-0833

Or: 88.eaachapter.org

or such other address or representative as designated in writing.

11. LESSEE'S IDENTITY

LESSEE is a Kansas, not-for-profit corporation.

12. PERMITTED USE OF PREMISES

The Premises shall be used and occupied by LESSEE for aviation purposes in conjunction with administration and operations to conduct its business and activities in support of the Jayhawk Chapter 88 of The Experiemental Aircraft Association, Inc.

LESSEE shall have the right of ingress and egress, in common with others, for both vehicles and aircraft, for the benefit of its employees, invitees, contractors, subcontractors, agents and representatives, to be exercised in a reasonable manner. This right of ingress and egress is granted for activities incidental or related to LESSEE's approved activities, and for no other purposes except as may be approved in writing by LESSOR. This right is subject to federal, state and local security and safety requirements and standards. As required by Kansas state statute and the City of Wichita Charter Ordinance, it is understood and agreed that the Premises shall be used and occupied for aviation purposes or purposes incidental or related thereto in support of LESSEE's activities.

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

LESSEE recognizes that this right of quiet enjoyment and unimpeded access extends to all tenants equally. No tenant has the right to overhang or otherwise invade by vegetation, equipment, improvements, any part of an aircraft the leasehold premises of any other tenant or the vertical areas there above commencing at the property lease line and all areas therein. This prohibition applies to both permanent and transitory invasions. The sole exception to this provision shall be for the navigational easement, described in the Airspace and Easement for Flight provisions of Section 49 General Provisions, granted to airborne aircraft.

LESSOR reserves the right to grant and/or permit other parties the right to use any portion of the Airport, except that described in Section 1, PREMISES, for any permitted purpose, and upon any fair and non-discriminatory terms established by the LESSOR.

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

13. PROHIBITED USE OF PREMISES

The Premises shall not be used for any purpose not expressly required in Section 12, Permitted Use of Premises. The following operations, services or concessions shall be specifically prohibited on or from the Premises or any other location at the Airport without the prior written consent of the LESSOR, and then only with provisions for payment of fees, charges, or percentage of gross sales as may be deemed reasonably appropriate by the LESSOR:

(a) Commercial catering, restaurant and/or lounge concessions, except as may be incidental to aviation purposes, aviation-related events, customer support and convenience, or other courtesy/complimentary services, or commercial vending operations on the Premises;

(b) Subleasing, permitting or contracting the Premises or portions thereof to any party not actively and professionally engaged in an aeronautical activity;

(c) Commercial (for hire) ground transportation;

(d) Commercial "paid" parking;

(e) Commercial hotel or lodging;

(f) Commercial outdoor advertising;

(g) Aircraft construction, repairs or maintenance;

(h) Sale of non-aviation products and services, but not to include promotional items such as hats, coffee mugs or clothing, or items donated and sold in connection with LESSEE's fundraising activities;

(i) Revenue-producing communication systems or systems not directly applicable to LESSEE's operations on the Premises;

(j) Automobile rental business or franchise; however, LESSOR shall not object to LESSEE subleasing to a nationally recognized rental car company to service LESSEE's aeronautical customers, or to LESSEE serving as agent or representative for a rental car company for the same purpose, subject to the requirements of Section 26, Subleasing, Permitting and Contacting. Regardless of the business relationship, LESSEE

shall promptly report to LESSOR all such business affiliations with rental car companies conducting business to/from and upon the Premises.

(k) Storage and/or maintenance of any auto, truck, trailer, camper, boat, jet ski, motor cycle, recreational vehicle or other non-aviation or non-aircraft service and support vehicle or equipment; provided, the parking of members', event participants' or customers' automobiles and trucks while attending or participating in events or traveling is not prohibited, and the parking of LESSEE'S enclosed equipment trailer is not prohibited;

(l) Any activity reasonably considered by LESSOR not to be aviation purposes or purposes incidental thereto.

14. NON-EXCLUSIVE USE OF AIRPORT

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

15. LESSEE'S RIGHTS AND PRIVILEGES

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

(a) The rights to install, operate, repair, and store upon the Premises all personal property and fixtures necessary for the conduct of LESSEE's lawful business.

(b) The right of ingress and egress to and from the Premises, which rights shall extend to LESSEE's customers, agents, invitees, contractors, representatives and employees; subject, however, to all reasonable regulations.

(c) The right in common with others authorized to do so, to use the common areas of the Airport, consisting of but not limited to public roadways, streets, aircraft parking ramps, taxiways, runways, access gates, lighting, beacons, and navigational aids.

(d) The right to uninterrupted taxiway connection and access from the Premises to the LESSOR's air operations areas connecting and adjacent to the Premises subject to the provisions of Section 18. Cooperation with Airport Development.

16. LESSOR'S RIGHTS AND PRIVILEGES

LESSOR expressly reserves:

(a) Mineral Rights. All gas, oil and mineral rights in and under the soil.

(b) Water Rights. All statutory, exempt, vested, and granted appropriation rights for the use of water, and all rights to request further appropriations..

(c) Airspace. A public right of flight through the airspace above the surface of the Premises. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on the Airport. No liability on the part of LESSOR or any Tenant will result from the exercise of this right.

(d) Navigational Aids. The right to install, maintain and modify and/or permit others to install, maintain and modify visual and electronic navigational aids. LESSOR shall have no obligation or duty to exercise this right to install, maintain and modify visual and electronic navigation aids.

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

(1) To inspect at reasonable intervals during regular business hours (or any time in case of emergency or lawful investigation) to determine whether LESSEE has complied, and is complying with the terms and conditions of this Agreement; and

(2) To Inspect Premises, Facilities, and equipment for compliance with laws, regulations and/or codes of the federal, state or local government, airport rules and regulations and airport standard operating procedures; and

(3) To perform maintenance, repair, or replacement relating to the Premises or any facility thereon, as may be required and necessary, but LESSOR shall not be obligated to exercise this option.

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

(g) Security access control and surveillance. The right to install, operate and maintain security access control and surveillance systems on Airport property, including the Premises contained in Section 1 of this Agreement. However, the LESSOR shall have no right to install security infrastructure or end-devices in or upon the leasehold Premises without prior notice to the LESSEE. LESSOR shall have no obligation or duty to exercise this right to install, operate and maintain security access control and surveillance systems.

(h) General Provisions. The right to exercise any and all rights set out in this Agreement.

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

Provided that exercise by LESSOR of any such reserved rights (a) through (i) shall be without expense to the LESSEE, and shall not unreasonably delay LESSEE in the exercise of its rights or the performance of its duties hereunder.

17. NON-INTERFERENCE WITH AIRPORT OPERATIONS

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

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

18. COOPERATION WITH AIRPORT DEVELOPMENT

LESSOR may pursue Airport development, improvements and maintenance activities from time-to-time as it sees fit in its sole judgement, regardless of the desires or view of LESSEE that may affect the Premises and other areas of the Airport. LESSEE agrees to work cooperatively and in good faith with the LESSOR and other tenants and contractors in development, improvement and maintenance activities to minimize any disruptions. If requested by the LESSOR, LESSEE shall cooperate with and assist the LESSOR to a reasonable extent in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Airport development, improvement, and maintenance activities. LESSOR may temporarily or permanently close, re-route, or consent to the closing or re-routing of any method of ingress or egress on the Airport. LESSOR shall use its best reasonable efforts to minimize any adverse affect upon LESSEE's uses and business activity within the Premises and the Airport common areas. LESSOR may temporarily close the runway, taxiways, and Aircraft Parking Ramps or portions thereof for purposes of maintenance, replacement, re-construction or expansion. LESSOR's airport development, improvement, or maintenance shall be without expense to the LESSEE. LESSEE shall not be entitled to any compensation for loss of revenue, business interruption, relocation, temporary storage rental, additional increased fuel costs, engine cycles or any other expense attributable to the development, improvement, or maintenance on the Airport.

In the event LESSOR's development, improvement or maintenance results in a complete closure of the Airport, and the LESSEE's business and operations normally conducted on the Premises are materially adversely affected by LESSOR's activities contemplated hereunder for more than ten (10) consecutive calendar days, the rental payable by LESSEE hereunder shall be equitably abated during the period LESSEE is so affected.

19. FUTURE ALTERATION AND IMPROVEMENT STANDARDS

During the Term of this Agreement, LESSEE may, with prior written approval of LESSOR, and by lease amendment, if appropriate, add to, improve, or alter the Premises subject to all conditions set forth herein. The LESSOR's review and approval shall not be unreasonably withheld or unduly delayed. The LESSOR has approved interior and exterior changes and improvements made or planned by LESSEE or in progress as of the time of making this Agreement.

It shall be the responsibility of LESSEE to submit all necessary alteration and/or construction information to the Director of Airports, as the LESSOR's representative, for submission to the Federal Aviation Administration for approval If such approval is required or applicable.

LESSEE agrees to and shall design and construct any facilities and improvements on the Premises subject to the LESSOR's approval of LESSEE's proposed plans and specifications. All construction shall be performed in a good and skilled manner with adherence to the terms and conditions of this Agreement and to any additional design and construction standards, and all other applicable rules, regulations, codes, Airport Standard Operating Procedures and requirements set out by LESSOR.

No construction, development or subsequent activities shall be allowed to cause adverse drainage issues such as erosion, blocking the flow of water, etc.

For any construction on the Premises, LESSEE shall purchase and maintain a builder's risk insurance policy, or require its prime contractor to carry such a policy, in a sum equal to the full project replacement value, with an insurer licensed in the State of Kansas. This coverage shall be in effect from the date of the construction notice-to-proceed and until all financial interest ceases if required by KSA 60-1111. The Wichita Airport Authority and the City of Wichita shall be named as additional insureds on such policies.

LESSEE agrees to furnish a letter to LESSOR warranting that: (1) the improvements have been completed in accordance with the plans and specifications; (2) the improvements have been completed in a good and skilled manner; (3) no liens have been filed, nor is there any basis for the filing of such liens with respect to the improvements; (4) all improvements constituting a part of the project are located or installed upon the Premises; and (5) a statement of the actual total construction cost of the approved project.

Additions or alterations must be designed and constructed in a manner that will not weaken or impair the structural strength or reduce the value or functionality of the Premises or existing improvements thereon, or change the purpose for which the building or any part thereof, may be used. The approvals of this Section shall be deemed approved by the Wichita Airport Authority, as LESSOR, in its capacity as the property owner and landlord, but shall not be deemed approvals as required for the Zoning Code, Building Code, or any other approval or permit required by the City of Wichita in a regulatory or governmental capacity. Notwithstanding any other indemnity provision, LESSEE shall indemnify and hold the LESSOR harmless for any liability for regulatory or governmental approvals or the failure to obtain the same. LESSEE shall be responsible for obtaining all permits and approvals required for the construction, maintenance, operation and use of all Facilities on the Premises.

20. REMOVAL AND DEMOLITION

LESSEE shall not remove or demolish (except as referenced in Sections 19 – Future Alterations and 45 – Damage or Destruction), in whole or in part, any improvements upon the Premises without the prior written consent of the LESSOR, which may, at its discretion, condition such consent upon the obligation of LESSEE replacing the same by a reasonable improvement specified in such consent.

21. TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES

Title/ownership to the Premises, and to all existing structures, fixtures, Facilities and improvements, or future Facilities and improvements constructed by or placed on the Premises by LESSEE shall be, and shall remain, exclusively with LESSOR, the Wichita Airport Authority.

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

The term "fixtures", whenever used in this Agreement, shall be construed to include all structures and fixed systems and equipment erected or installed upon the Premises, all fencing, grading and pavement, all underground wires, cables, pipes, conduits, tanks, drains and drainages; and all other property of every kind and nature which is permanently affixed to the Premises, except LESSEE's personal property and trade fixtures.

All Facilities, structures, fixtures and improvements, and alterations and additions to the Premises, excluding personal property and trade fixtures of LESSEE, placed at the expense of LESSEE, shall remain upon and be surrendered with the Premises as a part thereof, on any termination of this Agreement, for any cause, and shall remain the property of the LESSOR.

22. LIENS

LESSEE shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Premises or any improvements thereon due to any labor performed or materials delivered to the Premises for the benefit of LESSEE. Should any lien be placed on the Premises or any improvements thereon, LESSEE shall cause to be removed any and all liens of any nature. This obligation includes, but is not limited to, tax liens and liens arising out of or because of any financing, construction or installation performed by or on behalf of LESSEE or any of its contractors or subcontractors upon LESSEE's Premises or arising out of or because of the performance of any work or labor to it or them at said Premises or the furnishing of any materials to it or them for use at said Premises. Should any such lien be made or filed, LESSEE shall bond against or discharge the same within sixty (60) calendar days after

actual notice of the same from any source, whether from LESSOR or otherwise, and provide written proof of discharge or bonding to LESSOR within that time. LESSEE acknowledges that its interest in the Premises is a leasehold, and that notwithstanding its construction of improvements on the Premises, such improvements accrue to the LESSOR and that LESSEE has no equity interest in the Premises which can support a mortgage lien. LESSEE may not mortgage or pledge as collateral its leasehold interest herein without the prior written consent of the LESSOR.

LESSOR may consent, upon LESSEE's written request, to an assignment of rents to a governmentally regulated and insured commercial lender as partial security for financing of LESSEE's activities on the Premises, which assignment is intended to be a present transfer to such lender of all of LESSEE's rights to collect and receive rents and charges from approved users, operators, sublessees and permitees. Lender(s) shall have no rights to assign this Agreement or sublease the Premises without the prior written consent of the LESSOR as required or permitted under Section 25, Assignment and Section 26, Subleasing, Permitting and Contracting. Upon LESSEE's written consent LESSOR agrees to give Lender(s) notice of any default or termination of the Agreement, and allow Lender(s) the same opportunity as the LESSEE under the Agreement to correct any condition or cure any default. Nothing in this Section is intended to relieve the LESSEE of its obligations under this Agreement.

23. TAXES, LICENSES AND PERMITS

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

LESSEE shall pay all lawful taxes and assessments which, during the Term hereof, may become a lien upon or which may be levied by the state, county, city or any other tax levying body, upon the leased Premises or upon any taxable interest of LESSEE acquired in Agreement, or any

taxable possessory right which LESSEE may have in or to the leased Premises, including any improvements or Facilities located on the Premises, as well as LESSEE shall also pay all lawful taxes and assessments on taxable property, real or personal, owned by LESSEE in and about said Premises. Nothing in this Section shall prevent LESSEE from contesting the legality, validity or application of any such tax or assessment to the full extent LESSEE may be lawfully entitled so to do.

24. UTILITIES

LESSEE shall pay all costs for utility services (whether for installation, service, administration, connection, or maintenance thereof) used by LESSEE at, upon or to the Premises with no responsibility or expense accruing or inuring to LESSOR, including all permits, licenses or authorizations necessary in connection therewith.

Unless otherwise agreed upon in writing, if LESSEE requires utilities beyond that currently provided or that are available to be extended to the Premises boundary, LESSEE agrees to pay the full cost and expense associated with the upgrade/extension/installation of all such utilities related to its use of the Premises, and to comply with all provisions for maintaining such utilities.

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

All electrical, data and communications utilities installed or caused to be installed shall be underground, and no utility services or other cables or wires shall be installed on poles or otherwise above ground. Unless otherwise provided in this Agreement, all utilities and conduits or ducts installed by anyone on the Premises shall be considered fixtures as defined under Section 21, Title to Facilities, Improvements and Fixtures, and shall become the owned property of LESSOR. All utility facilities installations shall meet the requirements of Section 19, Future Alteration and Improvement Standards of this Agreement. Notwithstanding the foregoing, the above ground utilities services, cables or wires existing at the commencement of this Agreement shall not be required to be installed underground.

Wastes not legally permitted and authorized for disposal into the storm and/or sanitary drainage system shall not be discharged, connected or introduced into storm and/or sanitary drains and the storm and/or sanitary drainage system. LESSOR shall take all reasonable precautions to prevent the discharge of material into any drainage system that would create interference with the flow therein, or that would cause a hazard or unlawful contamination thereto. LESSEE shall not be required to sumit a Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasure Plan, but LESSEE shall comply with the Plan existing at the commencement of this Agreement.

25. ASSIGNMENT

With the exception of assignment to a parent or "holding" company or subsidiary, LESSEE shall have no right to assign or delegate any of its rights or duties pursuant to this Agreement without the prior written consent of LESSOR. Any assignment or delegation so made by LESSEE and so permitted by LESSOR shall be subject to all terms, conditions and other provisions of this Agreement. Any attempted assignment or delegation in violation of this provision shall be void and have no force or effect whatsoever.

26. SUBLEASING, PERMITTING AND CONTRACTING

LESSEE shall not sublease to any persons, firms or corporations to occupy any part of the Premises without having first received the prior written consent of LESSOR, granted only under the following conditions:

(a) Any arrangements must be in the form of a written instrument and must be for purposes and uses of the Premises as authorized under this Agreement, and shall be subject to the provisions of this Agreement. LESSEE shall submit a copy of such proposed instrument at the time of requesting consent of LESSOR.

(b) All sublease(s) must comply with Sections 12, 13, 15 and 16 of this Agreement, and will be reviewed for compliance by LESSOR to that end. Any arrangement for the subleasing of space must be in conformance with the use of the Premises outlined in this Agreement, unless expressly approved otherwise in writing by LESSOR.

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

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

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

This Section shall not have the effect of requiring LESSOR approval of written or verbal arrangements, agreements or contracts for facilities use for aviation related events, transient and based aircraft tie-down, ramp parking, hangar space rental, or rental of small storage or office space to based tenants incidental to LESSEE's purposes or aviation related purposes or hangar storage as are customary services provided in the aircraft support industry. Furthermore, written or verbal arrangements, agreements or contracts for products and services not involving the subleasing of Land or Facilities shall not require LESSOR approval.

27. LIABILITY INSURANCE

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

Insurance certificates shall be issued on a standard ACORD form or such other documentation as may be acceptable to LESSOR in its discretion and include the NAIC number and name of the insuring company. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless otherwise approved by the LESSOR, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates or other approved documentation must be received and approved by the LESSOR prior to occupancy. LESSOR retains the right to require changes in the character, coverages and amounts of coverage commensurate with changes in the LESSEE's use of the Premises or LESSEE's financial standing. All policy deductibles shall be shown on the certificate of insurance or other approved document, and meet the reasonable approval of LESSOR.

The failure of LESSOR to reject the LESSEE'S proffered insurance shall not be deemed to constitute an acceptance by the LESSOR of deficient insurance coverage. If the LESSEE fails to procure or maintain any of the specified coverages within ten (10) calendar days after written notice from LESSOR, the LESSOR has the right, but not the obligation, to secure the coverage and charge the cost to the LESSEE along with a 20% administrative fee.

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

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

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

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

a) WORKERS' COMPENSATION

In the event LESSEE shall have employees and shall be subject to worker's compensation insurance requirements, LESSEE shall maintain workers' compensation insurance to cover the statutory requirements of the workers' compensation laws of the State of Kansas for its operations on the Premises to the extent required by statute.

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

b) COMMERCIAL AUTOMOBILE LIABILITY

In the event LESSEE shall own and operate one or more motor vehicles, LESSEE shall maintain commercial auto liability insurance on an occurrence form. Minimum limits, as outlined herein, shall be:

Combined Single Limit	$1,000,000 Each Accident

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

LESSEE agrees that in the event of future changes in the law or upon notice by LESSOR, the minimum types and levels of insurance required by this Section may be increased within the bounds of commercial reasonableness.

LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of all certificates or other documentation approved by LESSOR evidencing that such insurance policies are in full force and effect, and make any or all policies available upon request. This Agreement shall not commence until policies of insurance satisfactory to LESSOR are supplied

by LESSEE. LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing twelve (12) month period. Upon request, LESSOR may audit LESSEE's insurance coverages and policies. Failure to maintain satisfactory insurance policies in force shall constitute grounds for termination of this Agreement as set forth in Section 31, Termination by LESSOR, of this Agreement.

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

28. ALL RISK PROPERTY INSURANCE

LESSEE, at its expense, throughout the Term of this Agreement, shall cause any Facilities, structures, fixtures and improvements on the Premises to be insured against loss or damage by fire or other casualty equal to the full replacement value thereof and by an all risk coverage policy furnished by a company licensed to do business in Kansas. Such policy shall not exclude, or in the alternative, shall carry full coverage endorsements for damage from tornado, hail, and sewer backup, and shall furnish LESSOR a certificate evidencing such insurance. The first dollar proceeds of any payments made under such insurance policy or policies shall be used to replace, restore, rehabilitate or reconstruct the insured Facilities, subject to the provisions governing damage or destruction found at Section 45. LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of all policies or certificates evidencing that such insurance are in full force and effect, and stating the terms thereof. This Agreement shall not commence until policies of insurance satisfactory to LESSOR are supplied by LESSEE.

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

In lieu of insuring the Premises by the LESSEE against the loss or damage by all risk coverage, LESSEE shall have the option to request that the Facilities and improvements on the Premises be insured under the LESSOR's blanket policy, and the LESSEE agrees to pay the premiums for the cost of the insurance, plus its prorata share of any deductible required to be paid by LESSOR

under its blanket policy which is attributable to the Premises. The value of the Facilities and improvements shall be determined by the LESSOR.

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

29. SUBROGATION OF INSURANCE

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

LESSEE hereby waives any and all rights of recovery against LESSOR for or arising out of damage to or destruction of any property of LESSEE from causes then included under any of 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 LESSOR, its agents, servants or employees or otherwise but only to the extent that its insurance policies then in force permit such waiver without diminution of LESSEE's coverage.

30. LOSS OF PERSONAL PROPERTY

Notwithstanding anything to the contrary, any personal property of LESSEE or others placed in or upon the Premises shall be at the sole risk of the LESSEE, and LESSOR shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the LESSEE waives all rights of subrogation against recovery from the LESSOR for such loss or damage unless such loss or damage is the result of the LESSOR's, its contractors, invitees and licensees, negligence or intentional misconduct.

Notwithstanding anything to the contrary, any personal property of LESSOR or others placed in or upon the Premises shall be at the sole risk of the LESSOR, and LESSEE shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the LESSOR waives all rights of subrogation against recovery from the LESSEE for such loss or damage unless such loss or damage is the result of the LESSEE's, its contractors, invitees and licensees, negligence or intentional misconduct.

31. TERMINATION BY LESSOR

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

(a) LESSEE shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and LESSEE is thereafter adjudicated bankrupt pursuant to such proceedings;

(b) A court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act, which proceedings have not been dismissed within one hundred and twenty (120) calendar days;

(c) Receiver of LESSEE's assets shall be appointed which receivership has not been dismissed within one hundred and twenty (120) calendar days;

(d) LESSEE shall be divested of its estate herein by other operation of law; or

(e) LESSEE shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSEE are to be performed, kept or observed, following notice and opportunity to cure within the date set out by the LESSOR.

(f) LESSEE fails to properly maintain and make the required Improvements Investments within the Term of this Agreement, as set out in Section 8 - Considersation.

If any such condition or default cannot reasonably be corrected within the 60-day period and LESSEE has demonstrated due diligence with respect to curing said default, then, at the LESSOR's sole discretion, such cure period may be extended for consecutive periods of 30 calendar days, as long as diligent progress is made toward cure, with a reasonably foreseeable

resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the Term shall cease and terminate at the end of the 30-day extension then in effect.

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

Upon termination hereunder, all rent and other payments required to be paid by LESSEE shall be prorated as of the effective date of such termination, and LESSOR or LESSEE shall promptly remit payment to the other of the net amount determined to be owed as a result of such proration.

32. TERMINATION BY LESSEE

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

(a) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any major part thereof for Airport purposes and the remaining in full force of such injunction for a period of at least one hundred twenty (120) calendar days;

(b) Inability of the LESSEE to use, for a period in excess of one hundred twenty (120) calendar days, the Airport or any part of the Facilities because of any law, order, rule, regulation or other action or non-action of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy;

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

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

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

(e) In the event of destruction of the Facilities, improvements, or the demised Premises as more fully described in Section 45, Damage or Destruction.

Upon termination hereunder, all rent and other payments required to be paid by LESSEE shall be prorated as of the effective date of such termination, and LESSOR or LESSEE shall promptly remit a net settlement payment(s) to the other as determined to be owed as a result of such proration.

33. MAINTENANCE AND REPAIR

LESSEE shall maintain and keep in good repair and condition, reasonable wear and tear and damage or destruction excepted, at its sole cost and expense the Premises as follows:

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

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

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

(d) Utilities at, upon or to the Premises.

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

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

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

barrels, pallets or other similar items in an unsightly or unsafe manner on or about the Premises in public view is forbidden.

(h) Repairs due to negligence of LESSEE to the extent not covered by the proceeds of insurance required to be carried by the Parties hereunder;

(i) A twelve percent (12%) administrative fee will be charged on any task that is performed by the LESSOR on behalf of LESSEE if LESSEE fails to perform such action within twenty (20) calendar days plus such additional time as may be reasonably required to complete the same following written notice given to LESSEE demanding performance. In case of emergency action taken in order to protect against personal injury or property damage but not limited to, for which no notice is necessary, LESSOR shall charge the same cost to the expense of LESSEE and a twenty percent (20%) administrative fee.

(j) The fee will be applied to the total cost incurred by the LESSOR in performing the task. The fee represents the LESSOR's cost to manage the task including procurement services, approval processes, management staff time, supervision and overhead. It does not include a profit component.

LESSOR shall be responsible for maintenance, repair and replacement of paved surfaces and storm drainage systems or other improvements on the Airport not within or upon the Premises; however, LESSEE shall be responsible for the repair or replacement of any damaged paved surfaces and/or sub-grade on the Airport that may be caused due to the LESSEE's negligence or intentional misuse, or consent to misuse, of such surfaces, systems or improvements, including but not limited to exceeding the weight bearing capacity limits of the pavements.

34. SNOW AND ICE REMOVAL

LESSEE shall be responsible for all snow and ice removal on the Premises. The Premises shall be maintained to a winter surface condition safe for aircraft operations, and safe for customers and employees moving and working on the ramp. At no time shall LESSEE engage in snow and ice removal beyond the Premises without the prior approval of the LESSOR.

Snow piles, windrows or other accumulations of snow shall <u>not</u>:

(a) Be closer than twenty five feet from any security fence;
(b) Block any access gates or controls;
(c) Block or impede any taxiway or taxi lane;
(d) Impose an obstruction within the object free area (OFA) of any taxiway or taxi lane;

(e) Infringe upon, block or interrupt the business of other airport tenant leaseholds.

Snow piles and accumulations requiring removal may be stored on pre-approved/arranged paved or non-paved areas.

Only FAA approved dry and liquid chemicals may be used for de-icing or snow removal on aircraft operating surfaces, as set forth in Advisory Circular 150/5200-30, current edition, or as may be amended, Airport Winter Operations and Safety, Section 4-6 Approved Chemicals, current edition, or as may be amended.

The use of snow and ice removal contractors may be authorized subject to prior written approval by LESSOR, and subject to acceptable completion of contractor employee training, and other reasonable safety requirements and standards that LESSOR may impose, including but not limited to compliance with Airport Rules and Regulations, and Standard Operating Procedures. All such snow and ice removal contractors shall maintain a general liability insurance policy of not less than $2,000,000 limit naming LESSEE, LESSOR and the City of Wichita as additional insureds.

LESSOR shall be responsible for snow and ice removal on common paved surfaces of the Airport not within the Premises.

35. LANDSCAPING

LESSEE shall provide and install appropriate landscaping and screening, including lawn, shrubbery, trees, bushes, and other plantings and screening on the Premises. All proposed landscaping plans and screening designs shall be submitted to the LESSOR for review and approval, which approval shall not be unreasonably withheld or unduly delayed. Such landscaping shall be in accordance with the Airport's design guidelines in effect at that time, and shall not be installed in such a manner so as to create a wildlife food source, habitat and hazard to aircraft operations. LESSEE agrees to maintain and/or replace such landscaping installations at least seasonally throughout the Term of this Agreement or any extension thereof should they fail to survive in a manner aesthetically pleasing to LESSOR, a judgment which is to be exercised with reasonable discretion.

36. EXTERIOR SIGNS AND ADVERTISING

LESSEE agrees that no signs or advertising material shall be erected on the Premises or on any improvement or Facilities on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in advance in writing by LESSOR, which approval shall not be unreasonably withheld or unduly delayed. Pre-existing signs on the Premises installed prior to commencement of this Agreement are considered approved by the LESSOR.

Except to the extent existing prior to commencement of this Agreement, LESSEE shall have no rights to erect or install, or cause or consent to be erected or installed any commercial outdoor advertising by an outdoor commercial advertising agency.

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

37. PORTABLE STORAGE CONTAINERS/STRUCTURES

Unless specifically approved in writing, and under conditions specified by LESSOR, including but not limited to construction activity, LESSEE shall not place or allow to be placed upon Premises, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies outside of an enclosed permanent building or structure, which does not qualify as a building or structure. LESSOR approves of LESSEE's parking of it enclosed equipment trailer on the Premises. The location of parking the enclosed equipment trailer on the Premises shall be designated by LESSOR.

38. GRANTING OF EASEMENTS

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

39. RULES AND REGULATIONS

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

LESSOR shall not be liable to LESSEE for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this Section provided, nor shall LESSEE be entitled to terminate this Agreement nor be entitled to seek any damages from LESSOR by reason thereof unless exercise of such authority shall so interfere with LESSEE's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas, or as set out in Section 32, Termination by LESSEE or be determined by a court of competent jurisdiction to be arbitrary or capricious.

40. MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES

LESSOR may, with due notice, from time-to-time, adopt and enforce reasonable and non-discriminatory Minimum Standards for Aeronautical Activities on the Airport, and amendments thereto, and the LESSEE agrees to observe and comply with the same. However, any minimum standards which may be developed and promulgated in the future shall not have the effect of imposing upon LESSEE the requirements of additional Facilities, services or standards beyond that set forth in this Agreement .

41. ENCROACHERS, TRESPASSERS AND OTHER THIRD PARTY HAZARDS

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

42. FIRE EQUIPMENT AND SYSTEMS

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

43. ENVIRONMENTAL COVENANTS

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

(b) In furtherance and not in limitation of any indemnity elsewhere provided in this Agreement to the LESSOR , the LESSEE hereby agrees to indemnify and hold harmless the LESSOR and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind

whatsoever paid, incurred or suffered by, or asserted against, the LESSOR or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during any Term of this Agreement of any Substance (hazardous or otherwise) regulated by any applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws), if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, contractors, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

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

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

actual cause of any escape, seepage, leekage, spillage, discharge, emission or release), all reasonable costs and expenses incurred by the LESSOR in the exercise of any such rights shall be payable by the LESSEE, within fifteen (15) calendar days of written demand by Landlord.

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

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

(g) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the LESSOR hereby agrees to indemnify and hold harmless the LESSEE from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSEE by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the Term of this Agreement and the period prior to the Term of this Agreement of any Substance (hazardous or otherwise) including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental

Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any hazardous substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, invitees and/or licensees.

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

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

44. INDEMNITY

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

To the extent allowed by law, LESSOR shall protect, defend and hold LESSEE, its officers, joint venture members, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), or other liability

of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts of omissions of LESSOR's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSEE. The LESSEE shall give LESSOR reasonable notice of any such claims or actions.

Should LESSEE, its employees, subcontractors, suppliers, agents, customers, and/or representatives cause any violations of federal, state or local law, regulation or ordinance, and should LESSOR be cited for a fine or penalty for such violation, LESSEE agrees to reimburse LESSOR for any monetary fine or penalty which may be imposed on LESSOR. However, nothing herein shall prevent the LESSEE from contesting the legality, validity or application of such fine or penalty to the full extent LESSEE may be lawfully entitled, nor require LESSOR to pursue such a contest on LESSEE's behalf.

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

45. DAMAGE OR DESTRUCTION

In the event that facilities or improvements on the Premises are damaged or destroyed in whole or in part by fire, lightning or any other peril or other casualty during the Term of this Agreement, this Agreement shall remain in full force and effect and LESSEE shall proceed with due diligence to repair, restore, rebuild or replace said damaged or destroyed property or parts thereof to as good a condition as all affected properties were in immediately prior to such damage or destruction, subject to such alterations as LESSEE may elect to make and are permitted in this Agreement. All proceeds from the insurance policies related to such damage or destruction shall be first applied to cover the cost of such repairs or restoration. In alternative, and in LESSOR's discretion to allow and LESSEE's election to exercise, LESSEE may be released from this Agreement upon payment of all demolition and removal costs for damaged or destroyed improvements and payment to LESSOR of an amount equal to the fair market value of the property immediately prior to damage or destruction, less the proceeds from the insurance policies related to such damage or destruction received by LESSOR.

46. CONDEMNATION

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

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

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

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

47. MODIFICATIONS FOR GRANTING FAA FUNDS

In the event that the LESSOR determines the Federal Aviation Administration requirements call for modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, these modifications or changes shall supersede this Agreement and LESSEE agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required by the LESSOR to fully comply with federal grant assurances and directives and to obtain Federal Aviation Administration grants-in-aid, provided that no such changes shall materially alter the rights or obligations of LESSEE hereunder.

48. NONDISCRIMINATION

The LESSEE agrees that it shall not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, age (except where age is a bona fide occupational qualification), national origin or ancestry in its operations or services, and its use or occupancy of property under this Agreement. The LESSEE agrees to comply with all applicable provisions of federal and state laws, regulations, or executive orders prohibiting discriminatory conduct.

49. GENERAL PROVISIONS

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

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

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

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

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

inconvenience, interference with use and enjoyment, and any consequent reduction in market value which may occur directly or indirectly as a result of aviation, airport or airport-related operations at or otherwise associated with use of the Airport. LESSEE accepts the Premises subject to the risks and activities hereinabove described.

Airport Hazards. LESSEE by accepting this Agreement agrees for itself, its successors and assigns, that it shall not make use of the Premises in any manner which may interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this Agreement Term is breached, LESSOR reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of LESSEE without liability to LESSOR of any kind; provided, LESSEE shall have the first opportunity to abate such interference.

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

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

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

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

construction of any improvements on, over, or under such Land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

50. FORCE MAJEURE

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

51. THIRD PARTY RIGHTS

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

52. QUIET ENJOYMENT

LESSOR agrees that, on payment of the rentals and fees and performance of the terms, covenants, conditions and agreements on the part of LESSEE to be performed in this Agreement, LESSEE shall have the right to peaceably occupy and enjoy the Premises, subject however, to the provisions otherwise set out in this Agreement.

53. HOLD OVER

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

54. SURRENDER OF POSSESSION AND RESTORATION

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

a) cleaning and hauling away all supplies and trash;

b) removing by legal means all materials or other substances classified as hazardous;

c) leaving in operating condition all bulbs and ballasts;

d) replacing all broken glass; and

e) return to LESSOR all keys to all doors and gates.

LESSEE, at LESSEE's expense, shall remove prior to the termination or expiration of this Agreement all trade fixtures and personal property placed by LESSEE on or about the Premises herein leased, subject to LESSEE's repairing any damage thereto caused by such removal and

subject to any valid lien which LESSOR may have on that property for unpaid rents, expenses or fees.

In the event LESSEE does not remove all of its trade fixtures and personal property within thirty (30) calendar days after the termination of this Agreement, any remaining property shall be considered abandoned and LESSOR may take possession and use for its own purposes, or alternatively dispose of said property without any further responsibility or liability to LESSEE. The net disposal costs of such property shall be the financial obligation of LESSEE.

55. ENTIRE AGREEMENT

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

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

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

56. AMENDMENT

No amendment, modification, or alteration of the Terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties hereto.

57. APPROVAL, CONSENT, DIRECTION OR DESIGNATION BY LESSOR

Wherever under this Agreement, approvals, consents, directions, or designations are required or permitted, such approvals, consents, directions, or designations required or permitted under this Agreement shall be performed by the Director of Airports, or his/her authorized representative. Approvals, consents, directions, or designations made at any time by the Director of Airports, and from time to time, may be modified as to future matters by notice from LESSOR to LESSEE.

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

ATTEST:

By _____
Karen Sublett, City Clerk

By _____
Victor D. White, Director of Airports

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Jeff Longwell, President
"LESSOR"

ATTEST:

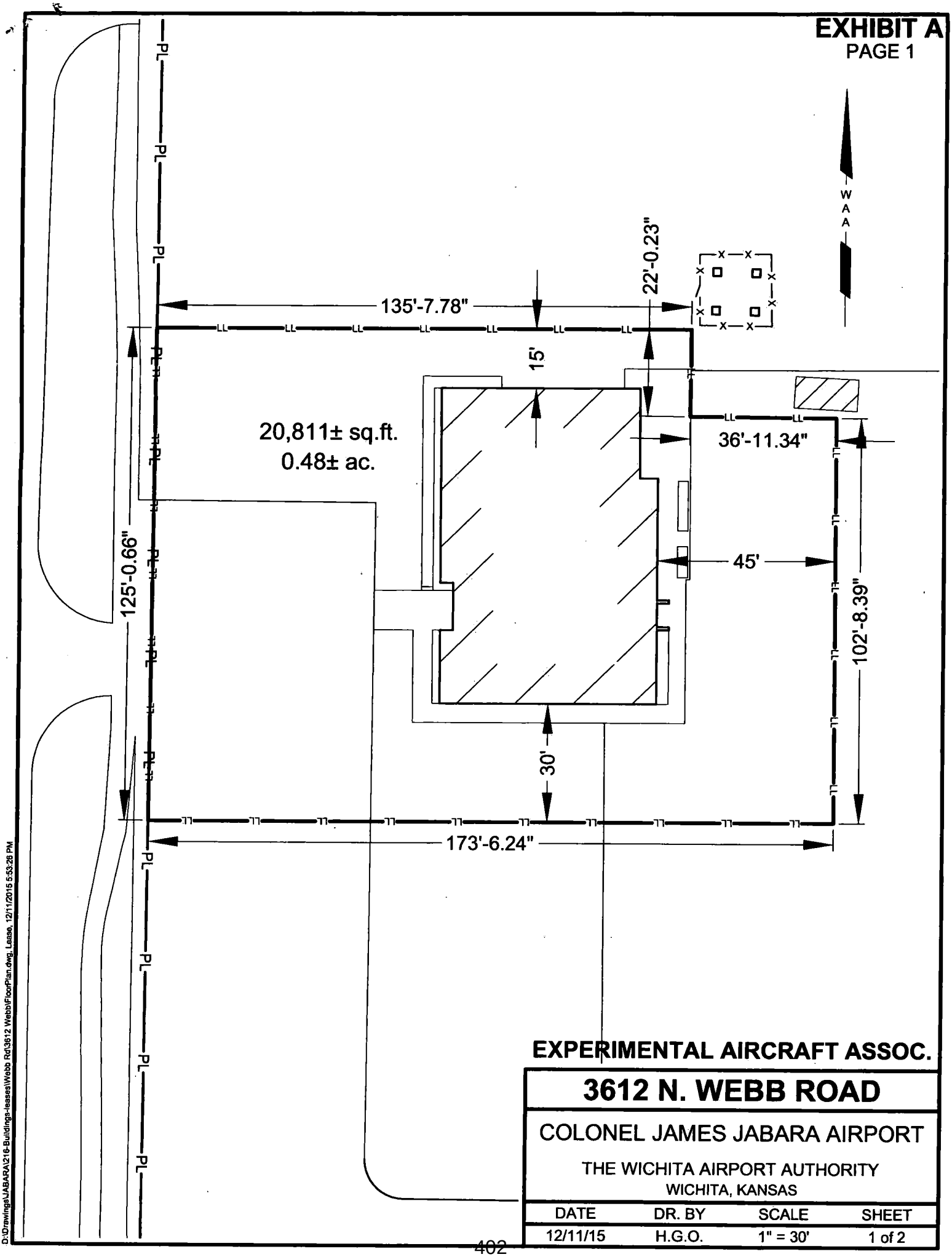
By _____
Title Vice President
Board Member,
On behalf of the Board of Directors
and General Membership of EAA Chapter 88
"LESSEE"

JAYHAWK CHAPTER 88
OF THE EXPERIMENTAL AIRCRAFT
ASSOCIATION, INC.

By _____
Title President
Bill Lindsey, President
On behalf of the Board of Directors
and General Membership of EAA Chapter 88
"LESSEE"

APPROVED AS TO FORM: _____ Date: March 21, 2016
Jennifer Magana,
City Attorney and Director of Law

EXHIBIT A
PAGE 1



EXPERIMENTAL AIRCRAFT ASSOC.

3612 N. WEBB ROAD

COLONEL JAMES JABARA AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
12/11/15	H.G.O.	1" = 30'	1 of 2

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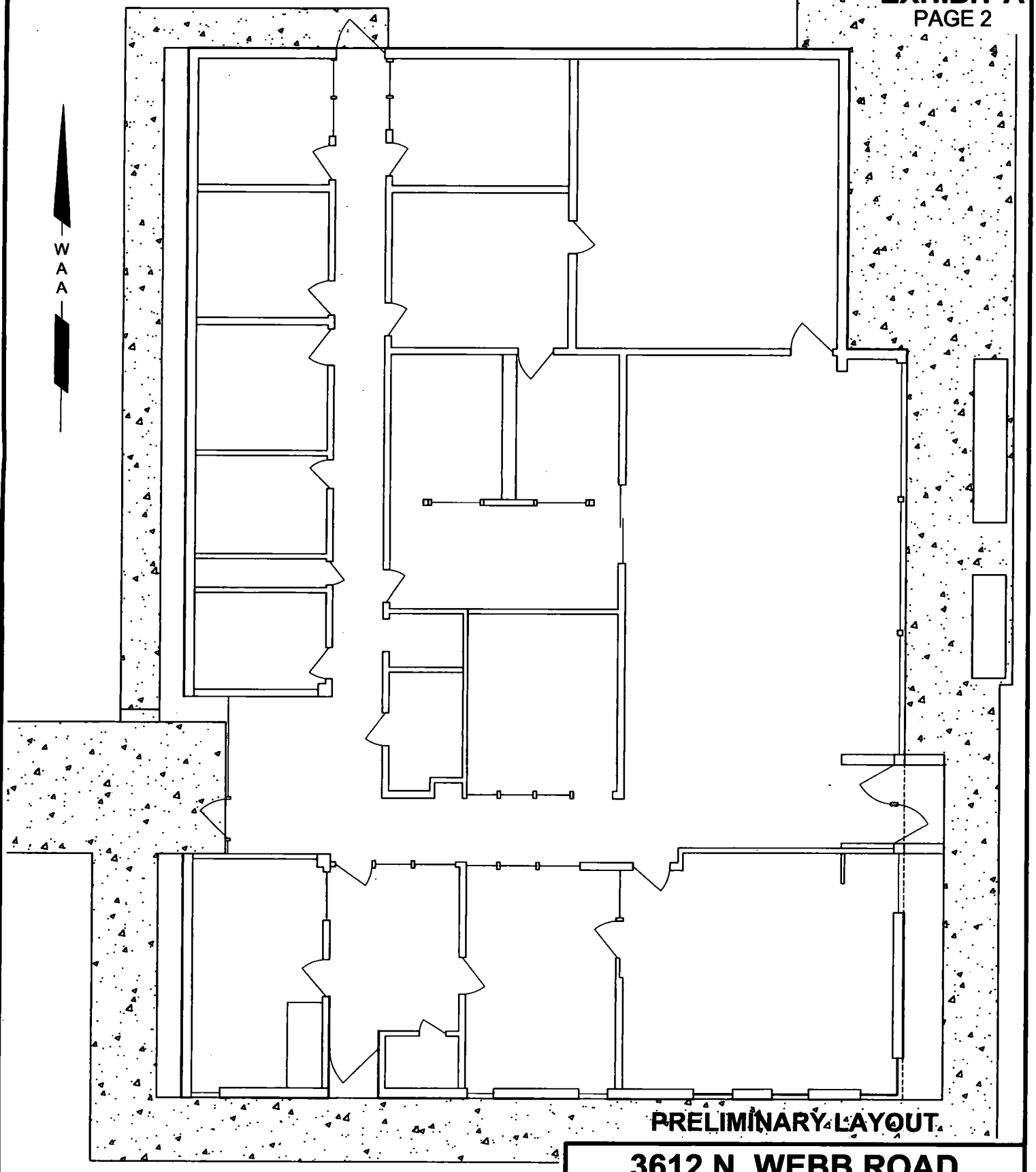
EXHIBIT A
PAGE 2



PRELIMINARY LAYOUT

BUILDING = 4,251 s.f.

3612 N. WEBB ROAD

COLONEL JAMES JABARA AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
12/11/15	H.G.O.	1" = 10'	2 of 2

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City of Wichita
City Council Meeting
April 5, 2016

TO: Wichita Airport Authority

SUBJECT: Sublease Agreement
Midwest Corporate Aviation, Inc. and Executive Flight Services, Inc.
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the sublease agreement.

Background: On December 22, 2015, the Wichita Airport Authority (WAA) approved an agreement with Midwest Corporate Aviation, Inc. (MCA) to lease nine facilities and hangars (Fixed Base Operator (FBO)/Terminal and Hangars 1 – 9) at Colonel James Jabara Airport (Jabara) for the management of a Fixed Base Operator.

Analysis: MCA is now desirous of subleasing two hangars, commonly known as Hangar 7 and Hangar 8, to Executive Flight Services, Inc. (EFS). EFS will utilize the facility for its flight charter business, with services to include maintenance, management, and scheduling of aircraft. The initial term of the lease is seven years with two, five-year option terms. MCA acknowledges that the sublease is subordinate to the primary lease agreement between the WAA and MCA.

Financial Considerations: The term and conditions of the prime lease agreement between the WAA and MCA remain unchanged. Therefore, there is no financial impact to the WAA.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the sublease agreement and authorize the necessary signatures.

Attachments: Sublease Agreement.

HANGAR AND OFFICE SUBLEASE AGREEMENT

THIS HANGAR AND OFFICE SUBLEASE AGREEMENT (hereinafter the "**Sublease**") is made the 16 day of March, 2016, by and between Midwest Corporate Aviation, Inc. with the address of 3512 N. Webb Road, Wichita, Kansas 67226 (hereinafter called "**Sublessor**"), and Executive Flight Services, Inc. with an address of 1600 Airport Road, Wichita, Kansas 67209 (hereinafter called "**Sublessee**").

RECITALS:

WHEREAS, Sublessor is "Lessee" in that certain Use and Lease Agreement with the Wichita Airport Authority, Inc. ("**Authority**"), dated December 22, 2015 with an effective date of January 1, 2016, as may be amended hereafter from time to time (the "**WAA Lease**"), a copy of which is attached hereto as Exhibit "A," of certain hangar space describe in Section 1 below at the Colonel James Jabara Airport (the "**Airport**"), Wichita, Kansas;

WHEREAS, Sublessee desires to sublease from Sublessor such hangar space; and

WHEREAS, Sublessee and Sublessor additionally agree as provided herein.

NOW THEREFORE, in consideration of the mutual promises of the Sublessor and Sublessee as set forth below, the Sublessor and Sublessee agree as follows:

1. PREMISES: Sublessor does hereby demise and lease and Sublessee does hereby lease from Sublessor that certain land, hangars, office space to be constructed hereafter, parking areas, landscape areas, sidewalks, roadways, and other areas within the Airport as set forth herein and as shown on Exhibit "B" attached hereto (collectively the "**Sublet Premises**"), including:

(a) Hangar #7 at the Airport with the address of 3410 Jabara Road, at the Airport with a total usable square feet of no less than 12,000 square feet hangar space (hereinafter "**Hangar #7**"); and

(b) Hangar #8 at the Airport with the address of 3400 (the land) and 3406 (the Building) Jabara Road, at the Airport and currently containing approximately a total usable square feet of no less than 15,000 square feet (hereinafter "**Hangar #8**").

2. TERM:

(a) *Initial Term.* The initial term ("**Initial Term**") of this Sublease will commence on the date of the substantial completion of the Office Facilities (as defined and referenced in Section 7 below) which date is expected, but not required, to be on or about October 1, 2016 (the "**Commencement Date**"), and will extend for a period of seven (7) Lease Years thereafter (as defined below). As used herein, the term "**Lease Year**" shall mean each consecutive 12 month period, commencing on the Commencement Date; provided, if the Commencement Date is any day other than the first day of a calendar month, the first full Lease Year shall begin the first day of the immediately following calendar month.

PURSUANT TO SECTIONS 29 AND 22 OF WAA LEASE, THE AUTHORITY MUST CONSENT IN WRITING TO THIS SUBLEASE AND ANY ADDITIONS, IMPROVEMENTS AND ALTERATIONS TO THE SUBLET PREMISES. IN THE EVENT THE AUTHORITY DOES NOT DELIVER ITS WRITTEN CONSENT TO ALL SUCH ITEMS WITHIN TWENTY (20) DAYS

FOLLOWING THE DATE THIS SUBLEASE HAS BEEN EXECUTED BY BOTH PARTIES, THEN EITHER PARTY MAY THEREAFTER TERMINATE THIS SUBLEASE UPON WRITTEN NOTICE GIVEN TO THE OTHER PRIOR TO SUBLESSOR'S RECEIPT OF SUCH CONSENTS FROM THE AUTHORITY AND SUBLESSOR SHALL IMMEDIATELY RETURN TO SUBLESSEE ANY AND ALL RENTS, DEPOSITS OR OTHER PAYMENTS TO SUBLESSOR BY SUBLESSEE.

(b) *Options to Renew.* In the event that this Sublease remains in full force and effect and Sublessee shall be in full and complete possession of the Sublet Premises, and shall not be in default hereunder either at the time of the notice of exercise or the commencement of the applicable renewal term, then Sublessee shall have the sole and exclusive right to extend this Sublease for a maximum two (2) additional terms of five (5) years each (each a "**Renewal Term**") at the Base Rent set forth in Section 3 below. Sublessee shall provide Sublessor written notice of Sublessee's intent to so renew this Sublease no later than one hundred eighty (180) days prior to the expiration of the Initial Term or the first Renewal Term, as applicable. If Sublessee fails to timely exercise the option for the initial Renewal Term, the second Renewal Term shall be void. The options granted hereunder are personal only to Sublessee and are not transferable to any assignee.

The Initial Term and the Renewal Term are sometimes referred to collectively as the "**Sublease Term**" in this Sublease.

3. BASE RENT; LAND RENT; OFFICE FACILITIES RENT: Sublessee in consideration of this Sublease agrees to pay to the Sublessor beginning with the Commencement Date as "**Base Rent**" for this Sublet Premises for the Initial Term and each Renewal Term in the annual and monthly sums as noted below. The Base Rent for a part of the calendar month (such as the first partial month if the Commencement Date does not actually fall on the first day of a calendar month) shall be prorated and paid accordingly:

Lease Years	Annual Base Rent	Monthly Base Rent
Initial Term: (subject to the first partial monthly payment)		
1	$101,244.00	$8,437.00
2	$103,268.88	$8,605.74
3	$105,334.20	$8,777.85
4	$107,440.92	$8,953.41
5	$109,589.76	$9,132.48
6	$111,781.56	$9,315.13
7	$114,017.16	$9,501.43
First Renewal Term:		
8	$108,547.32	$9.045.61
9	$109,632.84	$9,136.07
10	$110,729.16	$9,227.43
11	$111,836.40	$9,319.70
12	$112,954.80	$9,412.90
Second Renewal Term:		
13	$114,084.36	$9,507.03
14	$115,225.20	$9,602.10

Lease Years	Annual Base Rent	Monthly Base Rent
15	$116,377.44	$9,698.12
16	$117,541.20	$9,795.10
17	$118,716.60	$9,893.05

In addition to the Base Rent set forth above, Sublessee, in consideration of this Sublease, agrees to pay to Sublessor during the Initial Term and Renewal Terms, as applicable, as "**Land Rent**" for the Sublet Premises such portion of the Land Rent required to be paid by Sublessor under the WAA Lease pertaining only to the ground or land allocable to the Sublet Premises. The Land Rent applicable to the Sublet Premises is as follows, subject to proration of the annual and monthly Land Rent for any partial Lease Year and month:

	Land Rent 92,196 Sq. Ft.	
Lease Years	Annual Land Rent	Monthly Land Rent
Year - 2016	$ 13,681.89	$ 1,140.16
Year - 2017	$ 13,681.89	$ 1,140.16
Year - 2018	$ 13,681.89	$ 1,140.16
Year - 2019	$ 13,681.89	$ 1,140.16
Year - 2020	$ 13,681.89	$ 1,140.16
Year - 2021	$ 14,096.77	$ 1,174.73
Year - 2022	$ 14,096.77	$ 1,174.73
Year - 2023	$ 14,096.77	$ 1,174.73
Year - 2024	$ 14,096.77	$ 1,174.73
Year - 2025	$ 14,096.77	$ 1,174.73
Year - 2026	$ 14,520.87	$ 1,210.07
Year - 2027	$ 14,520.87	$ 1,210.07
Year - 2028	$ 14,520.87	$ 1,210.07
Year - 2029	$ 14,520.87	$ 1,210.07
Year - 2030	$ 14,520.87	$ 1,210.07
Year - 2031	$ 14,954.19	$ 1,246.18
Year - 2032	$ 14,954.19	$ 1,246.18

Notwithstanding, the foregoing Sublessor shall remain obligated to pay the Authority directly for Land Rent.

Said Base Rent, Land Rent and the Office Facilities Rent (defined and referenced in Section 7 below) and other sums due from Sublessee to Sublessor hereunder (collectively, the "**Rent**") shall be due and payable in advance on the first day of each calendar month during the Sublease Term at the office of the Sublessor, the address of which is Midwest Corporate Aviation, Inc., 3512 N. Webb Road, Wichita, Kansas 67226, or at such other places as the Sublessor from time to time may designate in writing. All installments of Rent not paid by the fifth (5th) day of the month in which they are due shall include a late fee of 1.5% of the amount due, and each delinquent payment shall accrue interest at the rate of ten percent (10%) per annum until the delinquent amount is paid in full.

Subject to Section 10(c)(i) below, all Rent shall be paid by Sublessee to Sublessor without any prior demand therefor and without any deduction, setoff, or abatement whatsoever, unless otherwise specifically provided herein.

4. ASSIGNMENT & SUBLETTING: Sublessee shall not sublet the Sublet Premises or any part thereof and Sublessee shall not assign, transfer, pledge, mortgage or otherwise encumber this Sublease, or any portion of the term thereof, without the previous written consent in each instance of Sublessor, which consent shall not be unreasonably withheld or delayed so long as the Authority consents in writing to the same under the WAA Lease, and Sublessee shall furnish to Sublessor copy of such proposed instrument; Sublessor shall not arbitrarily withhold its consent to Sublessee subletting the Sublet Premises for any legitimate business not detrimental to the Sublet Premises or adjacent property, or occupants thereof, and not more hazardous on account of fire or otherwise, and not creating wear and tear to the Sublet Premises more than the business for which the Sublet Premises are herein leased. Permission is, however, granted Sublessee to, (i) sublet a portion of the Sublet Premises to any owner or operator of any aircraft which is on the Operations Specifications of the Sublessee or in which the owner or operator has entered into an aircraft management or services agreement, and (ii) assign this Sublease and also to sublet the Sublet Premises to any subsidiary corporation of Sublessee, or parent corporation of Sublessee, upon giving Sublessor written notice of intent to so do. In the event of any assignment or subletting, Sublessee shall remain the principal obligor to the Sublessor under all covenants of this Sublease, and by accepting any assignment or subletting, an assignee or sublessee shall become bound by and shall perform and shall become entitled to the benefit of all of the terms, conditions and covenants by which the Sublessee hereunder is bound.

5. PERMITTED USE: Sublessee shall use and occupy the Sublet Premises for the purposes of the commercial lease, sale, charter and maintenance support of aircraft and for the purposes of the storage, commercial maintenance and repair of aircraft including any owned, non-owned, leased or managed aircraft by Sublessee and the storage of related materials and supplies. Sublessee may store inside the Sublet Premises passenger vehicles incidental to aircraft use. No other use shall be made on the Sublet Premises without Sublessor's and the Authority's consent.

Sublessee shall not make or permit to be made any use of the Sublet Premises which, directly or indirectly, is forbidden by law, ordinance or governmental regulation or which may be dangerous to persons or property or which may invalidate or increase the premium cost of any policy of insurance carried on the Airport or Sublet Premises or covering its operations; nor shall Sublessee do or permit to be done any act or thing upon the Sublet Premises which will be in conflict with fire insurance policies covering the Sublet Premises.

6. HANGAR IMPROVEMENTS: Sublessee shall cause for the upgrade and improvement of the hangar portions of the Sublet Premises as its sole cost and expense (the "**Hangar Improvements**"), which costs and expenses are expected to be in an amount not to exceed Fifty Thousand Dollars ($50,000.00). The work necessary to make the Hangar Improvements shall be done by contractors hired by Sublessor except to the extent Sublessor gives its prior written consent to Sublessee's hiring contractors. Sublessee shall promptly pay to Sublessor, or to Sublessee's contractors, as the case may be, when due, the cost of such work. All Hangar Improvements shall become a part of the Sublet Premises upon the completion thereof and may not be removed by Sublessee. Sublessor agrees to and approves, the Hangar Improvements pursuant to the information and description attached hereto as Exhibit "C" and incorporated hereby reference but must obtain the Authority's consent thereto. The requirements set out in Future Alteration and Improvement Standards, Section 23 of the WAA Lease must be met.

7. OFFICE FACILITIES: Sublessee acknowledges and agrees that Sublessor will build office space as part of Hangar #8 and parking facilities to be constructed adjacent to Hangar #8 (collectively, the "**Office Facilities**"). Sublessor shall pay any and all costs of the Office Facilities directly to any architects, engineers, contactors, providers and vendors. Sublessee agrees to include as

Rent the Total Construction Costs (defined below) amortized monthly over a fifteen (15) year period at a rate of seven and one quarter percent (7.25%) per annum beginning the Commencement Date for the first (1st) Lease Year, and six and one quarter percent (6.25%) thereafter for the remainder of the Sublease Term (the "**Office Facilities Rent**") calculated on a monthly basis. Schedule 7 hereto contains an illustration of the method of computing monthly the Office Facilities Rent based on an assumed amount of Total Construction Costs and an assumed Commencement Date. The plans and specifications for the Office Facilities have been agreed upon by Sublessor and Sublessee and initialed by representative of Sublessor and Sublessee (the "**Plans and Specifications**").

Sublessor agrees to construct the Office Facilities in accordance with the Plans and Specifications. Sublessor shall not be obligated to construct or install any improvements or facilities of any kind other that those called for by the Plans and Specifications. The total cost of constructing the Office Facilities, including, without limitation, space planning and construction document fees, design of the Office Facilities and preparation of the working drawings including mechanical, electrical, and plumbing (MEP's) plans, costs of construction supervision, labor and materials, all utility usage during construction, related taxes and other costs related directly to the improvement of the Sublet Premises (all of which costs are herein collectively called the "**Total Construction Costs**"), shall be borne by Sublessor which are estimated to be approximately Eight Hundred Twenty Thousand Dollars ($820,000.00). Sublessor or its affiliate shall supervise the construction, make disbursements required to be made to the contractors, and act as a liaison between the contractors and Sublessee and coordinate the construction. Substantial completion of the Office Facilities shall mean an occupancy permit has been issued by the City of Wichita, Kansas for the entire Office Facilities, and such facilities are in suitable condition for the conduct of Sublessee's business. The requirements set out in Future Alteration and Improvement Standards, Section 23 of the WAA Lease must be met.

8. FUEL DISCOUNTS; During the Initial Term and any Renewal Term of this Sublease, Sublessor shall continue to offer to Sublessee the same percentage of fuel discounts as Sublessor extends to Sublessee as of the Commencement Date of this Sublease. Such fuel discounts are set forth in Exhibit "D" and incorporated hereby reference.

9. CONDITION OF SUBLET PREMISES: Sublessee has conducted Sublessee's own investigations of the Sublet Premises and the physical condition thereof, including accessibility and location of utilities, improvements, and any other matters which in Sublessee's judgment affect or influence Sublessee's use of the Sublet Premises and Sublessee's willingness to enter this Sublease. Except as provided herein, Sublessee recognizes that Sublessor would not sublease the Sublet Premises except on an "As Is, Where Is" basis and acknowledges that Sublessor has made no representations of any kind in connection with the Sublet Premises. Sublessee shall rely solely on Sublessee's own inspection and examination of such items and not on any representations of Sublessor, express or implied.

10. THE WAA LEASE:

(a) This Sublease and all rights of Sublessee hereunder and with respect to the Sublet Premises are subject and subordinate to the terms, conditions, provisions and restrictions of the WAA Lease. In addition, Sublessee acknowledges and agrees that upon a termination of the WAA Lease, this Sublease shall terminate. Sublessee shall be subject to eviction from the Sublet Premises as a result of termination or cancellation of the WAA Lease, irrespective of Sublessee's state of compliance with the terms of this Sublease. In this event, this Sublease shall immediately terminate and any and all obligations of Sublessee to the payment of Rent shall immediately terminate. Except as hereinafter provided, the terms, conditions, provisions and restrictions of the WAA Lease are also incorporated into this Sublease by reference and constitute additional terms and provisions of this Sublease, except that

wherever in the WAA Lease the word "Lessee" appears, for purposes of this Sublease, the word "Sublessee" shall be substituted, wherever the word "Lessor" appears, for purposes of this Sublease, the word "Sublessor" shall be substituted (subject to the limitations hereinafter provided), wherever the word "Premises" appears, the words "Sublet Premises" shall be substituted, wherever the word "Term" appears, the word "Sublease Term" shall be substituted, and wherever the word "Agreement" appears, the word "Sublease" shall be substituted. Sublessee hereby agrees to punctually perform all of Sublessor's obligations, covenants, terms, agreements, conditions, provisions, restrictions and liabilities under the WAA Lease applicable to the Sublet Premises which obligations, covenants, terms, agreements, conditions, provisions, restrictions and liabilities hereby constitute additional covenants and obligations of Sublessee under this Sublease, to the extent the same arise and accrue from and after the Sublease Commencement Date and during the Sublease Term, except for (i) the obligations, covenants, terms, conditions, provisions, liabilities and restrictions specifically contained in the following provisions (collectively, the "**Excluded Obligations**") which are not incorporated into this Sublease by reference: Sections 1, 2, 3, 4, 5, 6, 7, the second paragraph in Section 9, 10, 11, 12, 14, 15, 17, 22, the second paragraph in Section 25, 28, 29, 31, 34, 35, maintenance, repair or replacement of load bearing structures in Section 36(a), 43, 48, 58, 59 and 60; (ii) any obligations, covenants, agreements and liabilities under the WAA Lease to be performed by Sublessor prior to the Sublease Commencement Date and which Sublessor failed to fully perform; and (iii) Sublessee shall have no obligation to indemnify under Section 47 of the WAA Lease for any Excluded Obligations.

(b) Without limitation of the foregoing (and notwithstanding anything to the contrary in any of the provisions of the WAA Lease which are incorporated herein by reference):

(i) Sublessee shall not make any alterations, remodels, additions or improvements (collectively, "**Alterations**") in or to the Sublet Premises without (A) Sublessor's prior written consent, which may be withheld in Sublessor's reasonable discretion, (B) the prior written approval of Authority to the proposed Alterations and the proposed general contractor performing the Alterations, (C) complying with all of the provisions of the WAA Lease with respect to Alterations, and (D) payment of all costs and expenses incurred by Sublessor in connection with Sublessee's Alterations (including any fees payable pursuant to the WAA Lease, if any). Alterations referred to herein shall not include the Hangar Improvements or construction of the Office Facilities;

(ii) If Sublessee desires to take any other action and the WAA Lease would require that Sublessor obtain the consent of Authority before undertaking any action of the same kind, Sublessee shall not undertake the same without the prior written consent of Sublessor and the Authority. In all events, Sublessor may condition its consent on the consent of Authority being obtained and Sublessor shall reasonably assist Sublessee in obtaining Authority's consent, at no additional cost to Sublessor, so long as Sublessor is willing to consent to the proposed action;

(iii) All rights given to Authority and its agents and representatives by the WAA Lease to enter the Sublet Premises shall inure to the benefit of Sublessor and its agents and representatives with respect to the Sublet Premises; provided, except in emergency circumstances, reasonable notice shall be given to Sublessee and such entry shall minimize any interference with Sublessee's business operations to the extent reasonably possible; however, in such entry it is understood that the Parties agree that Sublessor is acting independently, and not as the agent of the Authority;

(iv) Sublessor shall also have all other rights, and all privileges, options, reservations and remedies, granted or allowed to, or held by, Authority with respect to the obligations, covenants agreements and liabilities (not including the Excluded Obligations) under the WAA Lease which are to be performed by Sublessee hereunder and Sublessee shall also have all rights and all

privileges, options, reservations and remedies, granted or allowed to, or held by, Sublessor, as Lessee, under the WAA Lease with respect to the matters to be performed by Sublessee;

(v) All policies of insurance to be maintained by Sublessee hereunder, such as, but not limited to, Section 30 of the WAA Lease, shall comply with the provisions of the WAA Lease. All policies of insurance shall name as additional insureds the Authority, Sublessor and the City of Wichita, Kansas and any other parties required to be so named under the WAA Lease or as otherwise requested by Sublessor. On or prior to the Commencement Date, or such earlier date as Sublessee is authorized to come onto the Sublet Premises, Sublessee shall deliver to Sublessor, Authority and the City of Wichita, Kansas certificates of insurance (or such other documents as may be requested by Sublessor) satisfactory to Sublessor and Authority evidencing the coverages required under the portions of the WAA Lease to be performed by Sublessee hereunder, and thirty (30) days prior to the expiration of any such policies, Sublessee will provide Sublessor and Authority with evidence satisfactory to Sublessor of the renewal thereof;

In addition to Sublessee's compliance with Section 30 of the WAA Lease, Sublessee shall maintain in force and effect from the date Sublessee is required to deliver evidence of insurance according to the prior subsection and through the Sublease Term, a Garage Keepers Legal Liability insurance policy with a limit of at least $150,000.00 for any one auto, and at least $300,000.00 for any one loss.

Notwithstanding anything in this Sublease to the contrary, Sublessor shall be solely responsible for the insurance requirements set forth in Section 31 of the WAA Lease.

(vi) Sublessor represents and warrants to Sublessee that there is no default by Sublessor under the WAA Lease, or any event or circumstance which with notice or the passage of time will constitute a default by Sublessor. Sublessor represents and warrants to Sublessee that, to the best of its knowledge, Authority is not in default under the WAA Lease, or any event or circumstance which with notice or the passage of time will constitute a default by Authority;

(vii) Sublessor shall promptly provide to Sublessee any notice or other communication sent or delivered by Sublessor to Authority regarding this Sublease or the Sublet Premises or any notice or communication received by Sublessor from Authority concerning the this Sublease from and after the execution hereof by both parties;

(viii) Sublessee shall not do anything or suffer or permit anything to be done which could result in a default under the WAA Lease or which would terminate the WAA Lease; and

(ix) Sublessor shall not amend, modify or terminate the WAA Lease as it applies to the Sublet Premises, or the obligations to be performed by Sublessee under the WAA Lease, after the date hereof for any period prior to the Sublease Termination Date without the prior written consent of Sublessee, which consent shall not be withheld, delayed or conditioned.

(c) Notwithstanding anything contained herein, or in the WAA Lease, which may appear to be to the contrary, Sublessor and Sublessee hereby agree as follows:

(i) Notwithstanding the foregoing, and except as provided below, in the event Hangar #7, Hangar #8, including the Office Facilities, or other facilities or improvements within the Sublet Premises are damaged or destroyed, in whole or to any material extent, by fire, lightning or any other peril or other casualty or cause during the Sublease Term, Sublessor shall, within one hundred twenty (120) days, endeavor in good faith to proceed with due diligence to repair, restore, rebuild or

replace such damaged or destroyed property, or part thereof, and to substantially as good a condition as all affected properties were in immediately prior to such damage or destruction. All proceeds from the insurance policies related to such damage or destruction shall be applied to cover the cost of collecting the insurance proceeds, designing and preparing plans and specifications, obtaining building permits and other necessary governmental authorizations for such repairs or restoration, obtaining necessary approvals from the Authority and performance of the repair, restoration, rebuilding and replacement. During any period of time Hangar #7, Hangar #8 or the Office Facilities, or any portion thereof, may not be reasonably utilized substantially for their intended purposes, Rent, as prorated based on the portion of the improvements which may not be so utilized, shall be abated, except to the extent such damage or destruction resulted from the acts or omissions of Sublessee, its employees, contractors, invitees or licensees (collectively, "Sublessee's Causes"). In the alternative, if Sublessor within one hundred twenty (120) days following such occurrence of damage or destruction does not proceed with due diligence to repair, restore, rebuild or replace such damaged or destroyed property or parts thereof, Sublessee, as its sole right and remedy, may terminate this Sublease upon written notice delivered to Sublessor within ten (10) days following the expiration of such 120th day, unless prior to receipt of such notice, Sublessor shall have proceeded with such repairs, restoration, rebuilding or replacements. Sublessor shall have no obligation to restore any improvements made to the Sublet Premises by Sublessee following the Commencement Date or to repair, restore or replace any of Sublessee's, or any third parties, fixtures, furnishings, property or equipment, the same being the sole responsibility of Sublessee, and such third parties. Notwithstanding the foregoing, if the damage or destruction occurs during the final two (2) Lease Years of the Second Renewal Term, Sublessor may elect not to repair or restore the damage or destruction and may terminate this Sublease upon notice delivered to Sublessee, unless Sublessee extends the Sublease Term an additional five (5) Lease Years from the completion of such restoration. In the event of termination of this Sublease under this subsection, all Rent shall be prorated, all Rent and other sums payable hereunder by Sublessee to the effective date of termination shall be paid in full and the excess prorated Rent shall be returned to Sublessee and Sublessee shall have surrendered the Sublet Premises to Sublessor. To the extent such damage or destruction to the Sublet Premises result from Sublessee's Causes, and if the insurance proceeds recovered by Sublessor are insufficient to pay all of Sublessor's costs and expenses of preparing plans and specifications for the repair, rebuilding, replacement, restoration and performing all repairs and restoration, then within ten (10) days following written demand from Sublessor along with reasonable documentation concerning such excess costs and expenses, Sublessee shall pay such amount to Sublessor.

(ii) As between Sublessor and Sublessee, in the event of any conflict between the terms, conditions and provisions of the WAA Lease and of this Sublease, the terms, conditions and provisions of this Sublease shall, in all instances, govern and control;

(iii) Sublessee is not required to pay Rent or any other payments directly to Authority; and

(iv) Except as otherwise specifically set forth in Subsection 2(a), subsection (e)(i) in this Section 10 and subsection 10(a) above, the Sublease, Sublessee shall not have the right to terminate this Sublease or to elect to exercise any right to be released from this Sublease during the term hereof.

(d) It is expressly understood and agreed that notwithstanding the incorporation of certain terms and provisions of the WAA Lease into this Sublease by reference, Sublessor does not assume and shall not have any of the obligations or liabilities of Authority under the WAA Lease including, without limitation, for services or the performance of any maintenance or any other act respecting the Sublet Premises which is the responsibility of Authority under the WAA Lease and that

Sublessor is not making the representations or warranties or providing the indemnities, if any, made or provided by Authority in the WAA Lease. With respect to work, services, repairs and restoration or the performance of other obligations required of Authority under the WAA Lease, whether or not such provisions are incorporated into this Sublease by reference, Sublessor's obligations with respect thereto shall be to request the same, upon written request from Sublessee, and to use diligent, commercially reasonable efforts to obtain the same from Authority. Sublessor shall not be liable in damages, nor shall Rent or other payments abate hereunder, for or on account of any failure by Authority to perform the obligations and duties imposed on it under the WAA Lease, unless, and then only to the extent that, rental and other payments actually abate under the WAA Lease on account of such failure.

(e) Subject to the specific provisions contained therein, Sublessor will maintain the WAA Lease in full force and effect during the Sublease Term and will not cause or allow to be caused any default by Sublessor under the WAA Lease which shall remain uncured at the expiration of the applicable cure period set forth therein; provided, however, that nothing contained herein shall be deemed to be an obligation of Sublessor to cure any default under the WAA Lease which was caused by any act or omission of Sublessee or any failure of Sublessee to perform the obligations of Sublessor under the WAA Lease that are applicable or incorporated in this Sublease beyond any applicable cure time.

(f) Nothing contained in this Sublease shall be construed to create privity of estate or contract between Sublessee and Authority.

11. DEFAULT:

(a) (i) Any failure of Sublessee to punctually perform any of its obligations under this Sublease, including any obligation, covenant, agreement or liability applicable ~~to~~ under the WAA Lease to be performed by Sublessee hereunder, after any Applicable Period of Notice and Cure Period (as defined below), and any breach of any material representation or warranty contained in this Sublease by Sublessee shall be a "default" under this Sublease; and

(ii) Upon the occurrence of a default by Sublessee and the continuance thereof following the Applicable Period of Notice and Cure Period, Sublessor may elect to terminate this Sublease upon written notice given to Sublessee or exercise, without limitation of any other rights, remedies and recourse available to it at law or in equity, and/or any and all rights, remedies and recourse which would be available to Authority under the WAA Lease in the event of a "default" by Sublessor as "Lessee" thereunder. If Sublessor elects to terminate this Sublease, it shall recover from Sublessee all damages it suffers by reason of Sublessee's default, including, without limitation, all costs and expenses (including legal fees and expenses) of recovering the Sublet Premises.

(b) (i) Any failure of Sublessor to perform any of its obligations hereunder, or any failure of Sublessor to perform any Excluded Obligations under the WAA Lease after any Applicable Period of Notice and Cure Period, if any, or in the event of any breach of any material representation or warranty contained in this Sublease by Sublessor shall be a "default" under this Sublease.

(ii) Except as otherwise prohibited in this Sublease (such as, but not limited to, Section 10(c)(iv) above), Sublessee may exercise any and all rights, remedies and recourse available to it at law or equity.

(c) As used above "**Applicable Period of Notice and Cure Period**" shall mean (A) the failure of the defaulting party to cure any financial or non-payment default, or the failure to maintain in force and effect any insurance required hereunder, within five (5) business days following receipt or refusal of written notice from the non-defaulting party to the defaulting party and (B) the failure of the

defaulting party to cure any default other than of the nature provided in (A) immediately above within twenty (20) days following receipt or refusal of written notice from the non-defaulting party to the defaulting party; provided, if the default under this (B) is of such a nature that it cannot reasonably be completely cured within such 20-day period, the defaulting party fails to commence to cure such default within such 20-day period or does not thereafter diligently prosecute such cure to completion.

(d) Each party may, but shall not be obligated to, cure at any time, without notice, any default by the other party under this Sublease, and, whenever a party so elects, all costs and expenses incurred by such party in curing a default, together with interest on the amount of such costs and expenses so incurred at the rate of five percent (5%) per annum shall be paid by the other party. Each parties rights under this Section shall include the right to seek specific performance and injunctive relief.

12. BROKERAGE COMMISSIONS: Each party hereby represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with this Sublease, and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Sublease. Each party agrees to protect, defend, indemnify and hold the other harmless from and against any and all claims inconsistent with the foregoing representations and warranties for any brokerage, finder's or similar fee or commission in connection with this Sublease, if such claims are based on or relate to any act of the indemnifying party which is contrary to the foregoing representations and warranties. Sublessor shall pay all commissions, fees and expenses due to the aforementioned firms as a result of this Sublease.

13. NET LEASE: This is "net lease," such that Sublessee's obligations hereunder shall include, unless otherwise specifically excluded by the terms of this Agreement, payment of the Rent, the costs and expenses incident to maintenance, repair, and replacement as required herein (including, without limitation, operating expenses), and performance of all obligations in connection therewith.

14. ACCESS: Sublessor represents, warrants and covenants that Sublessor has obtained any and all necessary rights and authorizations for access to and from the Airport and Sublet Premises, including but not limited to any access roads within the Airport connecting any property within the Airport and the Sublet Premises, and during the Sublease Term, and any extension or renewal thereof, any such easements and rights-of-way shall not be modified or terminate which shall materially interfere with Sublessee's business.

15. NOTICE: Whenever under this Sublease a provision is made for any demand, notice or declaration of any kind, or whether it is deemed desirable or necessary by either party to give or serve any such notice, demand, or declaration to the other party, it shall be deemed sufficient notice and service thereof if such notice to the Sublessee is in writing addressed to the Sublessee in care of:

Harry Mitchel, COO
Executive Flight Services, Inc.
1600 Airport Road
Wichita, Kansas 67209

With copy to:

Keith Plumb, President
Executive Flight Services, Inc.
8345 Lenexa Drive, Suite 120
Lenexa, KS 66214

and to the Sublessor in care of:

Midwest Corporate Aviation, Inc.
Attn: Bob Karslake, COO
3512 N. Webb Road
Wichita, Kansas 67226

Any such notice shall be deemed to have been properly given and received (i) if sent by reputable overnight courier or U.S. Express mail, then one (1) business day after dispatch; (ii) if mailed by registered or certified U.S. mail, postage prepaid and return receipt requested, then three (3) business days after deposit into the mail; (iii) if by personal delivery, then on the date of delivery; and (iv) if by email or facsimile transmission, then upon the date of transmission. The address (or electronic mail address) of Sublessee or Sublessor may be changed from time to time by giving notice to the other as herein required.

16. ENTIRE AGREEMENT: This Sublease, together with the Exhibits scheduled below, constitutes the entire agreement between the parties with respect to the subject matter hereof, and no representation or agreement, oral or otherwise, not contained herein shall be binding upon the parties or otherwise have any force and effect. The following are Exhibits and Schedules to this Sublease and are incorporated herein by reference:

Exhibit A	WAA Lease
Exhibit B	Schematic of Airport and the Sublet Premises
Exhibit C	Plans and Specifications
Exhibit D	Fuel Discounts
Schedule 7	Computation of Office Facilities Rent

17. CORPORATE TENANT: Sublessee, in the event that it is a corporation, hereby covenant and warrants that: (a) it is duly incorporated (or duly qualified if foreign) and authorized to do business in the State of Kansas; (b) the persons executing this Sublease on behalf of Sublessee are officers of Sublessee; (c) such officers were duly authorized by Sublessee to sign and execute this Sublease on its behalf; (d) this Sublease is a valid and binding obligation of Sublessee, enforceable in accordance with its terms; and (e) the execution and performance of this Sublease by Sublessee does not conflict or result in a breach of Sublessee's certificate or articles of incorporation, Sublessee's bylaws or any other agreement which affects the property or assets of Sublessee.

18. EXCLUSIVITY: During the Sublease Term, Sublessor, without the prior written consent of Sublessee, will not allow any portion of the Premises leased by Sublessor or under the WAA Lease (other than the portion of the Sublet Premises then leased to Sublessee) to be owned, leased or otherwise utilized by any of the entities or related entities owning or operating under the tradenames Netjets®, FlightOptions®, Flexjet®, PlaneSense®, CitationAir®, Avantair®, Wheels Up®, JetSuite® or any other entity or its affiliates or individual in the trade or business of an air carrier operator operating or providing transportation under the Federal Aviation Regulations Part 91K or Part 135 or as an air charter broker, agent or offering indirect air transportation for air transportation under FAR Part 135.

19. TAXES ON LEASEHOLD: Sublessee shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Sublease against any leasehold interest, personal property, and equipment of any kind owned by or placed in, upon or about the Sublet Premises by Sublessee. As far as is known to Sublessor, the Sublet Premises is exempt from property tax assessments upon real property in the State of Kansas.

20. LOSS AND DAMAGE. Sublessor shall not be liable for any loss or damage to Sublessee's Hangar Improvements, trade fixtures or personal property, and the property of others located on the Sublet Premises. Sublessee assumes all risks of, and Sublessor shall not be liable for, any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, bursting of or leaks or from the pipes, appliances or plumbing works, or from the roof, or by dampness, stoppage or leaking from sewer pipes. All property of Sublessee used, kept or stored on the Sublet Premises shall be so used, kept or stored at the risk of Sublessee only, and Sublessee shall indemnify, defend and hold Sublessor harmless from any claims, damages, liabilities, actions, costs and expenses arising out of, or in connection with, damage to the same, including subrogation claims, liabilities, damages, proceedings, costs and expenses by Sublessee's insurance carrier.

21. TRANSFER BY SUBLESSOR: In the event Sublessor assigns or transfers this Sublease, upon such assignment or transfer, Sublessor will be released automatically from all liability and obligations hereunder accruing from and after the date of transfer so long as the assignee/transferee assumes the obligations, if any, of the assigning party under this Sublease accruing after such transfer date.

22. COUNTERPARTS: This Sublease may be executed in several counterparts, each of which shall be taken to be an original, and all collectively but one instrument. The exchange of copies of this Sublease and of signature pages by facsimile transmission or other electronic means (including a .pdf copy sent by email) shall constitute effective execution and delivery of this Sublease as to the parties and may be used in lieu of the original Sublease for all purposes.

23. WAIVER OF CONFLICT: Triplett, Woolf & Garretson, LLC ("TWG") is representing Sublessor in connection with the transaction contemplated by this Sublease. In the past, TWG has represented Sublessee, and affiliates thereof. By execution hereof, Sublessee and Sublessor hereby waive any conflict of interest arising by reason of TWG's representation of Sublessor for this transaction, and authorize TWG to represent Sublessor for this transaction. TWG is a third party beneficiary of this Section.

24. CONFIDENTIALITY: Sublessor and Sublessee covenant and agree with each other that they will keep and treat as strictly confidential the terms of this Sublease, including specifically, the amount of Rent payable hereunder and the terms of the WAA Lease. Sublessor and Sublessee shall not disclose such information or disseminate copies or excerpts of all or any portion of this Sublease except (i) to a prospective transferee of Sublessor's interest in the Sublet Premises (or any portion thereof) and this Sublease, or a prospective transferee of Sublessee's interest in this Sublease or in the Sublet Premises to the extent permitted hereunder, if at all; (ii) in connection with litigation between Sublessor and Sublessee arising hereunder; (iii) in compliance with subpoenas or judicial orders duly issued to Sublessor or Sublessee (as the case may be); (iv) as required or requested by the Authority; and (v) as required to comply with any laws, rules or regulations applicable to either Sublessor and Sublessee.

[Signature page follows.]

The Parties hereto have executed this Sublease on the date set forth below.

SUBLESSOR:

Midwest Corporate Aviation, Inc.

By: _____
Marvin E. Autry, President

Date: March 9, 2016

SUBLESSEE:

Executive Flight Services, Inc.

By: _____

Name: Harry A. Mitchell

Title: COO

Date: March 16, 2016

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Jeff Longwell, President
"LESSOR"

By _____
Victor D. White, Director of Airports

Date: March 22, 2016

APPROVED AS TO FORM: _____ Date: March 21, 2016
Jennifer Magana,
City Attorney and Director of Law

EXHIBIT A

WAA Lease

WICHITA AIRPORT AUTHORITY

USE AND LEASE AGREEMENT

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

MIDWEST CORPORATE AVIATION, INC.

For

Fixed-Base Operation Services
Colonel James Jabara Airport
Wichita, Kansas

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THIS USE AND LEASE AGREEMENT is entered into this **December 22, 2015** between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (LESSOR) and MIDWEST CORPORATE AVIATION, INC., Wichita, Kansas (LESSEE).

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

WHEREAS, LESSOR owns, operates, regulates, administers, and maintains the Colonel James Jabara Airport, Wichita, Kansas; and

WHEREAS, LESSEE desires to lease the parcels of Land and Facilities defined below (collectively "Premises") on the campus of Colonel James Jabara Airport ("Airport") from LESSOR under the terms and conditions set forth below in this Use and Lease Agreement ("Agreement").

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

1. PREMISES

LESSOR agrees to let to LESSEE, and LESSEE does hereby rent from LESSOR certain real property generally located at 3512 N. Webb Road, consisting more or less of 403,607 sq.ft. of surface land area ("Land"), and 125,138 sq.ft. of surface floor area within the offices and hangars (collectively, "Facilities") as shown on the attached **Exhibit "A"**. The Premises shall include the Land, and Facilities and improvements located on the Land.

The taking of possession of the Premises by LESSEE shall in itself constitute acknowledgement that the Premises are in good and tenantable condition, and LESSEE agrees to accept Premises in its presently existing condition, "as is," "where is," and that LESSOR shall not be obligated to make any improvements or modifications to the Premises.

The Parties agree that the surface square feet within the Land and Facilities of the Premises is to be verified by official survey at the LESSOR's sole expense within not more than ninety (90) calendar days after Agreement commencement, and that this Agreement will be amended to revise/modify the Premises through Supplemental Agreement No. 1 if the survey results in a

variation of the size of Land and/or Facilities from that contained in the Agreement. The related impact on the rent amount, if any, will be effective upon the first day of the month following the date of written notification from LESSOR to LESSEE.

During the Term of this Agreement, and as development may warrant, but not more frequently than five (5) year increments, LESSOR may re-measure by certified survey various areas within and around the Premises, in an effort to more accurately reflect improvements, additions and modifications. In the event the square footage of the Premises identified herein differs from the Premises square footage determined by such survey, the parties agree to enter into an amendment to this Agreement to modify the Premises description to reflect the actual square footage of the Premises subject to the provisions of this Agreement. If the actual square footage of the Premises is determined by a surveyor certified in the State of Kansas, to differ from the square footage of the defined Premises, the current fees and charges shall be re-calculated. Thereafter, LESSEE's monthly fees and charges shall be based upon the re-measured and recalculated square footage. Except as explicitly contained in this Section, the parties agree that any increase or decrease in the monthly fees and charges payable resulting from re-measurement of the Premises shall not be applied retroactively. The related impact on the rent amount, if any, will be effective upon the first day of the month following the date of written notification from LESSOR to LESSEE. The Director may execute an amendment to this Agreement on behalf of LESSOR to reflect the adjusted Premises Exhibit and monthly fees and charges.

2. TRIPLE NET LEASE

The Parties agree that this is a triple net lease and that, unless otherwise agreed to in this Agreement or by amendment or supplement thereto, the LESSEE is solely responsible for all obligations normally imposed on the Premises to the extent provided herein, including but not limited to janitorial services, utilities, taxes, insurance, maintenance and repairs and any other expenses and costs that arise from the use, operation and administration of the Premises.

3. TERM

The term of this Agreement shall commence 12:00 a.m. on **January 1, 2016** and shall continue for a period of twenty (20) years ("Term"), with the Term expiring at 11:59 p.m. on **December 31, 2035**, unless otherwise terminated under provisions agreed to herein.

4. LAND RENT

Upon Commencement of this Agreement, LESSEE shall pay to LESSOR land rental for the Premises described in this Section. The basic land rent shall be calculated as follows:

LAND RENT 403,607 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
01/01/2016	-	12/31/2020	.1484	59,895.24	4,991.27
01/01/2021	-	12/31/2025	.1529	61,711.56	5,142.63
01/01/2026	-	12/31/2030	.1575	63,568.08	5,297.34
01/01/2031	-	12/31/2035	.1622	65,465.04	5,455.42

5. FACILITIES RENT

LESSEE shall pay to LESSOR facility rental for the Premises described in this Section. The facility rental shall be calculated as follows:

FACILITY RENT FBO Terminal 9,218 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
01/01/2016	-	12/31/2020	3.00	27,654.00	2,304.50
01/01/2021	-	12/31/2025	3.09	28,483.68	2,373.64
01/01/2026	-	12/31/2030	3.18	29,313.24	2,442.77
01/01/2031	-	12/31/2035	3.28	30,235.08	2,519.59

FACILITY RENT Hangars 1, 2, 3, 5, 6, 7 70,000 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
01/01/2016	-	12/31/2020	2.00	140,000.04	11,666.67
01/01/2021	-	12/31/2025	2.06	144,200.04	12,016.67
01/01/2026	-	12/31/2030	2.12	148,400.04	12,366.67
01/01/2031	-	12/31/2035	2.18	152,600.04	12,716.67

FACILITY RENT Hangar 4 12,000 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
01/01/2016	-	12/31/2020	1.00	12,000.00	1,000.00
01/01/2021	-	12/31/2025	1.03	12,360.00	1,030.00
01/01/2026	-	12/31/2030	1.06	12,720.00	1,060.00
01/01/2031	-	12/31/2035	1.09	13,080.00	1,090.00

FACILITY RENT Hangar 8 15,000 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
01/01/2019	-	12/31/2020	2.00	30,000.00	2,500.00
01/01/2021	-	12/31/2025	2.06	30,900.00	2,575.00
01/01/2026	-	12/31/2030	2.12	31,800.00	2,650.00
01/01/2031	-	12/31/2035	2.18	32,700.00	2,725.00

FACILITY RENT Hangar 8 Addition 3,920 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
01/01/2031	-	12/31/2035	2.18	8,545.56	712.13

FACILITY RENT Hangar 9 15,000 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
11/01/2020	-	12/31/2020	2.00	-----	2,500.00
01/01/2021	-	12/31/2025	2.06	30,900.00	2,575.00
01/01/2026	-	12/31/2030	2.12	31,800.00	2,650.00
01/01/2031	-	12/31/2035	2.18	32,700.00	2,725.00

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

6. OTHER FEES AND CHARGES

LESSOR may assess fees and charges to LESSEE according to rates established by LESSOR in LESSOR's SCHEDULE OF FEES AND CHARGES for the following categories. Such Schedule may be amended from time-to-time by action of the LESSOR upon a minimum of thirty (30) calendar days written notice. LESSOR's SCHEDULE OF FEES AND CHARGES shall uniformly apply, and be enforced, with regard to all tenants and operators of the same user groups on the Airport as defined by the SCHEDULES OF FEES AND CHARGES FOR THE WICHITA AIRPORT AUTHORITY.

Fuel Flowage Fees: LESSEE shall pay a fuel flowage fee established at $0.08 per gallon, pursuant to the current Schedule of Fees and Charges, to LESSOR on fuel or propellant sold by LESSEE to aircraft operators from the Premises, other leased premises when invited by prime

lessee thereof, and upon the Aircraft Parking Ramp as shown on **Exhibit "B"** hereto. At LESSEE's sole discretion, LESSEE may charge/transfer/pass-through fuel flowage fees to customers equal to the fuel flowage fee imposed on LESSEE by LESSOR. LESSEE shall maintain and report accurate and complete records of fuel dispensed. LESSEE shall furnish to LESSOR for each calendar month a statement showing total fuel gallons by the fifteenth (15th) day of the month following each calendar month. LESSEE agrees to pay fuel flowage fees to LESSOR by the fifteenth (15th) day of the month following each calendar month of service. LESSOR shall have the right, at all reasonable times, to inspect and audit all records such as fuel dispensing logs, or other similar report. The LESSOR reserves for itself the right to charge by separate agreement any provider, either commercial, non-commercial, retailer, wholesaler, or for company or personal use, a fuel flowage fee for all fuels delivered to and dispensed on the Airport.

Landing Fees: LESSEE may be required by LESSOR to collect landing fees from aircraft operators operating from the leased Premises or from aircraft operators which are serviced or fueled by LESSEE on other locations on the Airport, and remit said landing fees monthly to the LESSOR. The LESSEE shall be permitted to retain twenty percent (20%) of such fees collected on behalf of the LESSOR, which amount shall be considered full and final payment by LESSOR for the cost of collecting and remitting the fees and charges. Accurate and complete records of customer aircraft landings, subject to the landing fees imposed by the LESSOR, will be kept, and the landing fees paid to LESSOR by the fifteenth (15th) of each month for the preceding calendar month. The LESSOR reserves for itself the right to charge landing fees hereafter established to any commercial operator operating to/from or upon the Airport.

Freight Fees: LESSEE may be required by LESSOR to collect freight fees from aircraft operators operating on the lease Premises or from aircraft operators which are serviced or fueled by LESSEE on other locations on the Airport , and remit said freight fees monthly to the LESSOR. The LESSEE shall be permitted to retain twenty percent (20%) of such fees collected on behalf of the LESSOR, which amount shall be considered full and final payment by LESSOR for the cost of collecting and remitting the fees and charges. Accurate and complete records of customer freight, subject to the fees imposed by the LESSOR, will be kept, and the freight charges paid to LESSOR by the fifteenth (15th) of each month for the preceding calendar month. The LESSOR reserves for itself the right to charge freight fees to any commercial operator operating to/from or upon the Airport.

At any time LESSEE is engaged in performing services, fueling or handling, LESSEE shall be responsible to LESSOR for collecting and reporting fees as defined in this Section.

Other Miscellaneous Fees and Charges: Any amounts due LESSOR from LESSEE for utility, maintenance, reimbursements, or other special charges will be paid by LESSEE within thirty (30) calendar days of the date of the invoice.

7. PAYMENT PROCEDURE

LESSEE shall pay to LESSOR all rents and fees by the due dates set forth in this Agreement. In the event LESSEE fails to make payment within prescribed due dates as set forth in this Agreement, and after LESSOR has provided LESSEE with written notice and LESSEE does not make payment within seven (7) calendar days after the date said notice is given, then LESSOR, may charge LESSEE a monthly service charge of twelve percent (12%) on an annual basis for any such overdue amount, unless a lesser sum is set as the maximum allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred calendar by LESSOR in attempting to obtain payment. If LESSOR does not receive payment within seven (7) calendar days of the date of receipt of said written notice, then the monthly service charge shall retroactively commence on the date the payment was originally due.

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

Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

or such other address or representative as designated in writing.

Bills, notices and invoices may be delivered to the LESSEE by mail or personal delivery at:

Midwest Corporate Aviation, Inc.
Attn: Bob Karslake
3512 N. Webb Road
Wichita, Kansas 67226

or such other address or representative as designated in writing.

8. LESSEE'S IDENTITY

LESSEE must be a natural person or a corporation, partnership, limited liability company, joint venture or other state franchised business entity.

9. COMMON ACCESS AND USE

LESSEE recognizes that other tenants now and hereafter may occupy other portions of the Airport, and that such other tenants shall have the right to use public roadways, streets, aircraft parking ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations, and these common facilities are not under an exclusive use lease; and LESSEE shall conduct its operations in such a manner as to not impede access by others to these common facilities, nor in any other way interfere with, nor disrupt the business of other tenants or the quiet enjoyment of their leasehold interests at the Airport. LESSEE recognizes that this right of quiet enjoyment and unimpeded access extends to all tenants equally. LESSEE has no rights to overhang or otherwise invade by equipment, improvements, or any part of an aircraft the vertical limits of the leasehold Premises, or the leased premises of any other tenant or the vertical areas there above commencing at the property lease line and all areas therein. The sole exception to this provision shall be for the navigational easement, described in the Airspace and Easement for Flight provisions of Section 52, General Provisions, granted to airborne aircraft.

LESSOR reserves the right to grant and/or permit other parties the right to use any portion of the Airport, except that described in Section 1, for any permitted purpose, and upon any fair and non-discriminatory terms established by the LESSOR.

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

10. REQUIRED COMMERCIAL AERONAUTICAL USE

LESSEE shall be required to engage in commercial activities for aviation purposes or purposes incidental or related thereto for fixed-base operation (FBO) services, and the support and administration thereof or incidental thereto.

Commercial aeronautical activities and services required under this Agreement shall include provision of the following:

(a) Fueling. Dispensing of Jet-A and 100 octane aviation grade gasoline (avgas) from mobile fuel tenders for dispensing fuel at aircraft parking and tie-down locations. Fuel storing, handling and dispensing shall meet or exceed the requirements of all federal, state and local regulations, laws and/or codes, including but not limited to National Fire Protection Association (NFPA) 407 – Standard for Aircraft Fuel Servicing, NFPA 30 – Flammable and Combustible Liquids, Airport Rules and Regulations, and Airport Standard Operating Procedures as currently adopted or as may be amended, or any such successor or otherwise applicable regulations.

(b) Line Service. Line service personnel and vehicles as appropriate; aircraft parking ramp/tie-down parking assistance; aircraft "pull-out" and return-to-hangar/parking services; mobile forced air engine preheat; lavatory service; potable water service; mobile ground power assistance with a minimum of 14/28 volt, 2,000 ampere surge capacity; aviation grade oxygen refill supply; a range of turbine and piston engine lubricants; nitrogen tire and emergency system servicing; aircraft towing services utilizing motor driven draw bar vehicles capable of moving aircraft weighing up to 92,000 pounds; cabin cleaning services; windshield/windscreen cleaning services; and catering services.

(c) Customer Support. Customer support/ service personnel as appropriate; upon request, complimentary coffee, ice and newspapers to flight crews for aircraft cabin stock; pilot flight planning facilities properly equipped with desks and chairs and containing appropriate wall charts and maps, and computer weather monitoring and flight planning; a convenient, comfortably furnished public waiting area, with adjoining restroom facilities; pilot/customer vending area with availability of both hot and cold beverages and prepackaged snacks; retail sales counter adequately stocked with current charts, flight planning aids and miscellaneous small flight aid and comfort accessories; a courtesy vehicle to provide transportation between the FBO and reasonable nearby destinations; car rental reservations assistance; hotel accommodation reservations assistance; accept no less than two (2) national banking/credit and/or oil company credit cards for fueling; line and related services.

(d) Hangar Storage. Clear-span/open bay "community" hangar storage.

(e) Disabled Aircraft Assistance. Notify the Airport Police and Fire Division of the Wichita Airport Authority immediately upon observing or learning of any disabled aircraft blocking, impeding, hindering or obstructing the taxiing, takeoff or landing of aircraft on runways, taxiways or ramps. Render assistance and support on behalf of the aircraft owner/operator or insurer to recover and remove disabled aircraft, and if necessary, contact a third party on behalf of the aircraft owner/operator or insurer to recover and remove such disabled aircraft so that normal airport operations may be safely resumed as soon as possible. The LESSEE's assistance and support, whether directly or through a third party, shall not conflict with, impair the duties, or be contrary to the guidelines, directives or instructions of any federal, state or local agency with jurisdictional authority.

(f) Maintenance Service. LESSEE shall be certified as an FAA authorized Repair Station under FAR Part 145, at a minimum, within the below categories on the Repair Station Certificate:

i. Major Aircraft Maintenance (as defined in FAR Part 43) on airframes, power plants and aircraft systems up to Group II turboprop and turbojet;

ii. Aircraft Line Maintenance (as defined in FAR Part 43) for aircraft up to Group III turbojet aircraft not exceeding 100,000 pounds maximum takeoff weight.

LESSEE may provide these repair and maintenance services as follows: through an FAA certificated repair station on the Premises, or through licensed company employee airframe and power plant mechanics operating on the Premises, or by contracting with other authorized businesses meeting the requirements of Section 29, Subleasing, Permitting and Contracting.

At a minimum, LESSEE shall operate or contract for the operation, of an authorized and FAA certificated repair station on the leased Premises with ratings as follows: airframe Class 3, without limitation; power plant Limited Class 3 rating that permits removal or installation of accessories and components, adjustments, minor repair and minor alterations on all airframe Class 3 aircraft. Certifications and licensing required hereunder shall be in accordance with 14 CFR Part 145, as may be amended, or any such successor or otherwise applicable regulations.

LESSEE's rights and obligations to perform commercial aeronautical activities may be performed by one or more of LESSEE's sublessee(s), permitee(s), or contractor(s), which may be subject to LESSOR's prior written approval if so required by Section 29, Subleasing, Permitting and Contracting, which are competent to provide such services, and shall be subject to all applicable terms and conditions of this Agreement.

11. PERMITTED COMMERCIAL AERONAUTICAL USE

In addition to the required commercial aeronautical use to be provided by LESSEE above, LESSEE is permitted, but not required, to provide the following commercial aeronautical uses and engage in the following activities, which may be provided through one or more sub lessee(s), permitee(s), or contractor(s):

(a) Airline Ramp Services. "Into-plane" or "up-lift" delivery of fuel, lubricants and other related aviation products, loading and unloading of passengers, baggage, mail, freight, and providing ramp equipment and ground support.

(b) Fixed "Self-Service" Fueling. Dispensing of 100 octane aviation grade gasoline (avgas) through a fixed "self-service" fuel dispensing system. Shall be in addition to, and not a substitute for mobile fuel tenders. Fuel storing, handling and dispensing shall meet or exceed the requirements of all federal, state and local regulations, laws and/or codes or any such successor or otherwise applicable regulations.

(c) Deicing/anti-icing. May provide aircraft deicing and/or anti-icing services by application of appropriate and certified chemicals intended for such explicit purposes.

(d) Dealership. Maintain a national or regional airframe dealership, and may provide both new and pre-owned aircraft sales as part of an airframe dealership obligation. May maintain one or more national or regional dealerships in aircraft engines, accessories, instruments or avionics.

(e) Aircraft Sales. Purchase, sale, exchange and brokerage of new and/or pre-owned aircraft.

(f) Special Flight Services. May provide aerial sightseeing, and/or aerial photography or mapping.

(g) Flight Instruction. May provide primary and/or advanced flight and ground instruction under Title 14 CFR FAR Part 61, 141, or 142, as currently adopted or as may be amended, or any such successor or otherwise applicable regulations.

(h) Contract Pilot Services. Provision of professional "contract pilot" services.

(i) Aircraft Charters and Air Ambulance. May provide "on-demand" or scheduled charter and/or air ambulance services under 14 CFR Part 135, as may be amended, or any such successor or otherwise applicable regulations.

(j) Specialized Repair Services. Sales, installation, service, repair, overhaul, refurbish, and exchange of new and used aircraft radios, instruments, propellers, power plants, parts and accessories, aircraft painting, and interior installation and repair.

(k) Flying Clubs. Own, support, sponsor, manage and/or maintain local based flying club or clubs for the purpose of aircraft rental and/or flight training to cooperative/club members.

(l) Aircraft Rental, Leasing and Management. May provide aircraft rental, leasing and/or aircraft management services.

(m) Property Rental. Office, administrative, storage, or retail space rental on the Premises to third parties for aeronautical related activities and purposes only.

(n) Advertising. Advertising may be permitted on the Premises with prior written approval of the LESSOR, and in accordance with Section 39, Exterior Signs and Advertising.

12. AIRCRAFT SELF-SERVICES NOT PROHIBITED

It is understood and agreed by LESSEE that no right or privilege has been granted which would prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, self-fueling, maintenance and repair) that it may choose to perform. Services that are performed by persons other than an owner and/or operator or employees thereof (non-owners/operators, and non-employees) for compensation or other consideration are deemed to be commercial aeronautical activities, and may only be provided by persons and/or companies authorized by the Wichita Airport Authority to conduct such commercial business at the Airport. Any person, firm or corporation, shall however, whether defined as self-service or commercial, comply with all federal, state and local codes, regulations, and statutes which apply to such service or activity.

13. PROHIBITED USE OF PREMISES

The Premises shall not be used for any purpose not expressly required in Section 10, Required Commercial Aeronautical Use of Premises, and Section 11, Permitted Commercial Aeronautical Use of Premises. The following operations, services or concessions shall be specifically prohibited on or from the Premises or any other location at the Airport without the prior written consent of the LESSOR, and then only with provisions for payment of fees, charges, or percentage of gross sales as may be deemed reasonably appropriate by the LESSOR:

(a) Commercial catering, restaurant and/or lounge concessions, except as may be incidental to aviation purposes, customer support and convenience, or other courtesy/complimentary services, or commercial vending operations on the Premises;

(b) Subleasing, permitting or contracting the Premises or portions thereof to any party not actively and professionally engaged in an aeronautical activity;

(c) Commercial (for hire) ground transportation;

(d) Commercial "paid" parking;

(e) Commercial hotel or lodging;

(f) Commercial outdoor advertising;

(g) Sale of non-aviation products and services;

(h) Revenue-producing communication systems or systems not directly applicable to LESSEE's operations on the Premises;

(i) Automobile rental business or franchise; however, LESSOR shall not object to LESSEE subleasing to a nationally recognized rental car company to service LESSEE's aeronautical customers, or to LESSEE serving as agent or representative for a rental car company for the same purpose, subject to the requirements of Section 29, Subleasing, Permitting and Contacting. Regardless of the business relationship, LESSEE shall promptly report to LESSOR all such business affiliations with rental car companies conducting business to/from and upon the Premises.

(j) Storage and/or maintenance of any auto, truck, trailer, camper, boat, jet ski, motor cycle, recreational vehicle or other non-aviation or non-aircraft service and support vehicle or equipment; provided, the parking of customers' automobiles and trucks while the customers are traveling is not prohibited;

(k) Any activity reasonably considered by LESSOR not to be aviation purposes or purposes incidental or related thereto in support of FBO services, and the support and administration thereof.

14. AIRCRAFT PARKING RAMP USE

The aircraft parking ramp and tie-down areas adjoining the Premises but are not included within the LESSEE's leased Premises as shown on **Exhibit "B"** hereto (Adjoining Ramp and Tie-Downs). As a non-leased area within the Airport, the LESSEE shall have the non-exclusive right of use, ingress and egress in common with others, in such areas, for both vehicles and aircraft, for the benefit of its customers, agents, invitees, contractors, representatives and employees, to be exercised in a reasonable manner. This may include the right of ingress and egress for activities incidental or related to LESSEE's approved activities and operations, and for no other purposes

except as may be approved in writing by LESSOR. LESSOR shall be responsible for maintenance, repair, snow and ice removal as defined in Section 36, Maintenance and Repair, and Section 37, Snow and Ice Removal, of this Agreement of such Adjoining Ramp and Tie-Downs.

The LESSEE may use the aircraft parking ramp to support its services to local based and transient customers as required under Section 10, Required Commercial Aeronautical Use of Premises, and may charge fair, reasonable, and non-discriminatory rates and charges for the provision of such services.

The LESSEE shall monitor and promptly notify the LESSOR upon observing any paved surfaces requiring maintenance, repair or replacement, or any conditions which may present a hazard to persons or property. LESSEE shall promptly barricade or otherwise make area safe until LESSOR mitigates or remedies the situation.

The LESSOR shall have no duty, responsibility or obligation to provide tie-down chains, or tow, tug, position, re-position, or otherwise handle or maneuver parked aircraft on the aircraft parking apron. LESSEE will indemnity, defend and hold harmless LESSOR for all liability, claims or damages arising out of or resulting from LESSEE's performance of these services on the aircraft parking apron.

15. OPERATIONAL REQUIREMENTS

Subject to damage or destruction of Facilities and other circumstances which prevent LESSEE from conducting its business on the Premises as referenced in this Agreement, LESSEE shall, twenty-four (24) hours per day, seven (7) days per week (including holidays), three hundred sixty five (365) days per year, unless otherwise specified herein, use and operate the Premises, at its sole cost and expense, for the purpose of providing commercial aeronautical activities of customary FBO services to both personal and business, local and itinerant, users/pilots operating single and multiengine reciprocating and turbine aircraft.

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

(a) LESSEE shall, upon request by LESSOR, provide LESSOR with a copy of any rules, regulations, operating policies, or other standards of operation developed by LESSEE and distributed to sublessees and tenants.

(b) LESSEE will maintain and operate the Facilities in a safe, clean, orderly condition at all times and provide such accommodations and services offered in connection therewith in a first-class manner and maintain a standard of service at least equal to that of other FBOs and facilities of similar nature.

(c) LESSEE shall not interrupt or preclude an owner or operator (self-service) or third party commercial aeronautical service provider from assisting the user of a disabled aircraft in placing the aircraft in a condition so it can be taxied, towed or flown. LESSEE shall not preclude users of the Airport from servicing the user's aircraft. Other than the payment of fair, reasonable and non-discriminatory rents and charges for aircraft ramp and tie-down parking, LESSEE shall not require Airport users to secure other goods and services from LESSEE. However, an owner or operator or third party commercial aeronautical service provider must have LESSEE's permission in order to enter LESSEE's Premises to fuel and/or service aircraft parked on the Premises. Such permission from LESSEE may be withheld only for due cause.

(d) LESSEE shall maintain sufficient furniture, fixtures, equipment, tools, accessories, and supplies, and employ a sufficient number of personnel to handle the operations and respond to customer inquiries and furnish good, prompt and efficient service and sales adequate to meet all reasonable demands and needs of the business herein authorized, including all transient and local based aircraft. All equipment, tools, and vehicles to be used in the operation of LESSEE's business at the Airport will be in good and safe operating condition and will be kept in an orderly and clean manner at all times. All equipment and vehicles will be operated by LESSEE and its employees, agents, and/or representatives in a safe and orderly manner at all times. Upon objection from LESSOR to LESSEE concerning the operation of such equipment and vehicles, or the unsafe and unclean condition of the equipment and vehicles, LESSEE will immediately remedy the cause of the objection.

(e) LESSEE shall provide and maintain a VHF aviation radio system at all times; monitor aircraft radio transmissions from approximately 6:00 a.m. to 9:00 p.m. on the common traffic advisory frequency (CTAF); provide to airmen upon request basic weather advisory services (wind direction, barometric pressure in inches); traffic advisories of known reported traffic in the traffic pattern, arriving and departing; other known or reported cautions or potential hazards to airmen including closed Airport surfaces, light outages or similar discrepancies.

(f) LESSEE will provide to LESSOR and maintain a local, 24-hour monitored telephone for emergency purposes, and regular maintenance contact that may be required at the Premises. Any such calls and/or requests for service shall be responded to within a maximum 2-hour period.

(g) LESSEE will not block any areas used for ingress and egress by Airport traffic and will not interfere with the activities of LESSOR, its agents, employees or other Airport tenants.

(h) LESSEE will not engage in any unlawful restraint of trade or anti-competitive activities with any other commercial aeronautical operator at the Airport.

(i) LESSEE must, at its own expense, identify and provide to LESSOR and maintain in force any and all licenses, permits and operating certificates required for the legal operation of all aspects of this Agreement.

(j) LESSEE is responsible for initiating, maintaining, and supervising all safety precautions and programs for purposes of risk management and risk reduction which may be reasonably directed or suggested by the current insurance underwriter, underwriter's authorized agent, or LESSOR. LESSEE shall keep in proper functioning order at all times fire monitoring, warning and suppression systems, and shall from time to time as reasonably required by LESSOR, federal, state or local government, or insurance underwriter conduct appropriate tests of the system.

16. OPERATIONAL STANDARDS OF SERVICE

LESSEE agrees that it will meet or exceed the following standards of conduct, level of service, and personal guidelines, and shall:

(a) Furnish service on a fair, reasonable and not unjustly discriminatory basis to all users.

(b) Furnish good, prompt, courteous and efficient service adequate to meet all reasonable demands for its services.

(c) Maintain and operate its business in a first class manner, and shall at all times keep the Premises in a safe, clean and orderly condition consistent with business activity contemplated hereunder, and in a manner satisfactory to the LESSOR;

(d) Exercise reasonable control over the conduct, demeanor and appearance of its employees, agents, invitees, representatives, contractors, subcontractors, and suppliers, whereby their conduct shall be in an orderly and proper manner so as not to annoy, disturb, or be offensive to others. All employees of LESSEE shall conduct their activities in accordance with Airport Rules and Regulations, policies, and Airport Standard Operating Procedures, and shall, at all times while on duty, conduct themselves with exemplary demeanor, be courteous and polite to the public and not engage in any raucous or offensive conduct.

(e) Appoint and maintain full-time, trained, experienced and professional management and supervisory staff. Such management and supervisory staff shall be highly qualified, experienced and knowledgeable, and vested with full authority to act on the LESSEE's behalf. Such management and supervisory staff shall be available at the Airport during regular business hours, and shall be available, "on-call" after regular business hours via phone, pager, or other electronic communications device;

(f) Appoint and maintain sufficient number of trained employees to promptly, effectively, efficiently and safely provide good quality customer service without unreasonable delay.

(g) Provide required technical training for employees, and/or verify certificates or qualification, as may be required for such employees to carry out assigned duties.

17. NON-EXCLUSIVE USE OF AIRPORT

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

18. LESSEE'S RIGHTS AND PRIVILEGES

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

(a) The rights to install, operate, repair, and store upon the Premises all personal property and fixtures necessary for the conduct of LESSEE's lawful business.

(b) The right of ingress and egress to and from the Premises, which rights shall extend to LESSEE's customers, agents, invitees, contractors, representatives and employees; subject, however, to all reasonable regulations.

(c) The right in common with others authorized to do so, to use the common areas of the Airport, consisting of but not limited to public roadways, streets, aircraft parking ramps, taxiways, runways, access gates, lighting, beacons, and navigational aids.

(d) The right to uninterrupted taxiway connection and access from the Premises to the LESSOR's air operations areas connecting and adjacent to the Premises subject to the provisions of Section 21. Cooperation with Airport Development.

19. LESSOR'S RIGHTS AND PRIVILEGES

LESSOR expressly reserves:

(a) Mineral Rights. All gas, oil and mineral rights in and under the soil.

(b) Water Rights. All statutory, exempt, vested, and granted appropriation rights for the use of water, and all rights to request further appropriations..

(c) Airspace. A public right of flight through the airspace above the surface of the Premises. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on the Airport. No liability on the part of LESSOR or any Tenant will result from the exercise of this right.

(d) Navigational Aids. The right to install, maintain and modify and/or permit others to install, maintain and modify visual and electronic navigational aids. LESSOR shall have no obligation or duty to exercise this right to install, maintain and modify visual and electronic navigation aids.

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

(1) To inspect at reasonable intervals during regular business hours (or any time in case of emergency or lawful investigation) to determine whether LESSEE has complied, and is complying with the terms and conditions of this Agreement; and

(2) To Inspect Premises, Facilities, and equipment for compliance with laws, regulations and/or codes of the federal, state or local government, airport rules and regulations and airport standard operating procedures; and

(3) To perform maintenance, repair, or replacement relating to the Premises or any facility thereon, as may be required and necessary, but LESSOR shall not be obligated to exercise this option.

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

(g) Security access control and surveillance. The right to install, operate and maintain security access control and surveillance systems on Airport property, including the Premises contained in Section 1 of this Agreement. However, the LESSOR shall have no right to install security infrastructure or end-devices in or upon the leasehold Premises without prior notice to the LESSEE. LESSOR shall have no obligation or duty to exercise this right to install, operate and maintain security access control and surveillance systems.

(h) General Provisions. The right to exercise any and all rights set out in this Agreement.

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

Provided that exercise by LESSOR of any such reserved rights (a) through (i) shall be without expense to the LESSEE, and shall not unreasonably delay LESSEE in the exercise of its rights or the performance of its duties hereunder.

20. NON-INTERFERENCE WITH AIRPORT OPERATIONS

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

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

21. COOPERATION WITH AIRPORT DEVELOPMENT

LESSOR may pursue Airport development, improvements and maintenance activities from time-to-time as it sees fit in its sole judgement, regardless of the desires or view of LESSEE that may affect the Premises and other areas of the Airport. LESSEE agrees to work cooperatively and in good faith with the LESSOR and other tenants and contractors in development, improvement and maintenance activities to minimize any disruptions. If requested by the LESSOR, LESSEE shall cooperate with and assist the LESSOR to a reasonable extent in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Airport development, improvement, and maintenance activities. LESSOR may temporarily or permanently close, re-route, or consent to the closing or re-routing of any method of ingress or egress on the Airport. LESSOR shall use its best reasonable efforts to minimize any adverse affect upon LESSEE's uses and business activity within the Premises and the Airport common areas. LESSOR may temporarily close the runway, taxiways, and Aircraft Parking Ramps or portions thereof for purposes of maintenance, replacement, re-construction or expansion. LESSOR's airport development, improvement, or maintenance shall be without expense to the LESSEE. LESSEE shall not be entitled to any compensation for loss of revenue, business interruption, relocation, temporary storage rental, additional increased fuel costs, engine cycles or any other expense attributable to the development, improvement, or maintenance on the Airport.

In the event LESSOR's development, improvement or maintenance results in a complete closure of the runway, and the LESSEE's business and operations normally conducted on the Premises are materially adversely affected by LESSOR's activities contemplated hereunder for more than ten (10) consecutive calendar days, the rental payable by LESSEE hereunder shall be equitably abated during the period LESSEE is so affected.

22. FUTURE ALTERATION AND IMPROVEMENT STANDARDS

During the Term of this Agreement, LESSEE may, with prior written approval of LESSOR, and by lease amendment, if appropriate, add to, improve, or alter the Premises subject to all conditions set forth herein. The LESSOR's review and approval shall not be unreasonably withheld or unduly delayed.

It shall be the responsibility of LESSEE to submit all necessary alteration and/or construction information to the Director of Airports, as the LESSOR's representative, for submission to the

Federal Aviation Administration for approval.

LESSEE agrees to and shall design and construct any facilities and improvements on the Premises subject to the LESSOR's approval of LESSEE's proposed plans and specifications. All construction shall be performed in a good and skilled manner with adherence to the terms and conditions of this Agreement and to any additional design and construction standards, and all other applicable rules, regulations, codes, Airport Standard Operating Procedures and requirements set out by LESSOR.

No construction, development or subsequent activities shall be allowed to cause adverse drainage issues such as erosion, blocking the flow of water, etc.

For any construction on the Premises, LESSEE shall purchase and maintain a builder's risk insurance policy, or require its prime contractor to carry such a policy, in a sum equal to the full project replacement value, with an insurer licensed in the State of Kansas. This coverage shall be in effect from the date of the construction notice-to-proceed and until all financial interest ceases. The Wichita Airport Authority and the City of Wichita shall be named as additional insureds on such policies.

LESSEE agrees to furnish a letter to LESSOR warranting that: (1) the improvements have been completed in accordance with the plans and specifications; (2) the improvements have been completed in a good and skilled manner; (3) no liens have been filed, nor is there any basis for the filing of such liens with respect to the improvements; (4) all improvements constituting a part of the project are located or installed upon the Premises; and (5) a statement of the actual total construction cost of the approved project.

Additions or alterations must be designed and constructed in a manner that will not weaken or impair the structural strength or reduce the value or functionality of the Premises or existing improvements thereon, or change the purpose for which the building or any part thereof, may be used. The approvals of this Section shall be deemed approved by the Wichita Airport Authority, as LESSOR, in its capacity as the property owner and landlord, but shall not be deemed approvals as required for the Zoning Code, Building Code, or any other approval or permit required by the City of Wichita in a regulatory or governmental capacity. Notwithstanding any other indemnity provision, LESSEE shall indemnify and hold the LESSOR harmless for any liability for regulatory or governmental approvals or the failure to obtain the same. LESSEE shall be responsible for obtaining all permits and approvals required for the construction, maintenance, operation and use of all Facilities on the Premises.

23. REMOVAL AND DEMOLITION

LESSEE shall not remove or demolish (except as referenced in Section 48 below), in whole or in part, any improvements upon the Premises without the prior written consent of the LESSOR, which may, at its discretion, condition such consent upon the obligation of LESSEE replacing the same by a reasonable improvement specified in such consent.

24. TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES

Title/ownership to the Premises, and to all existing structures, fixtures, Facilities and improvements, or future Facilities and improvements constructed by or placed on the Premises by LESSEE shall be, and shall remain, exclusively with LESSOR, the Wichita Airport Authority.

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

The term "fixtures", whenever used in this Agreement, shall be construed to include all structures and fixed systems and equipment erected or installed upon the Premises, all fencing, grading and pavement, all underground wires, cables, pipes, conduits, tanks, drains and drainages; and all other property of every kind and nature which is permanently affixed to the Premises, except LESSEE's personal property and trade fixtures.

All Facilities, structures, fixtures and improvements, and alterations and additions to the Premises, excluding personal property and trade fixtures of LESSEE, placed at the expense of LESSEE, shall remain upon and be surrendered with the Premises as a part thereof, on any termination of this Agreement, for any cause, and shall remain the property of the LESSOR.

25. LIENS

LESSEE shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Premises or any improvements thereon due to any labor performed or materials delivered to the Premises for the benefit of LESSEE. Should any lien be placed on the Premises or any improvements thereon, LESSEE shall cause to be removed any and all liens of any nature. This obligation includes, but is not limited to, tax liens and liens arising out of or because of any financing, construction or installation performed by or on behalf of LESSEE or any of its contractors or subcontractors upon LESSEE's Premises or arising out of or because of the performance of any work or labor to it or them at said Premises or the furnishing of any materials to it or them for use at said Premises. Should any such lien be made or filed, LESSEE shall bond against or discharge the same within sixty (60) calendar days after actual notice of the same from any source, whether from LESSOR or otherwise, and provide written proof of discharge or bonding to LESSOR within that time. LESSEE acknowledges that its interest in the Premises is a leasehold, and that notwithstanding its construction of improvements on the Premises, such improvements accrue to the LESSOR and that LESSEE has no equity interest in the Premises which can support a mortgage lien. LESSEE may not mortgage or pledge as collateral its leasehold interest herein without the prior written consent of the LESSOR.

LESSOR may consent, upon LESSEE's written request, to an assignment of rents to a governmentally regulated and insured commercial lender as partial security for financing of LESSEE's activities on the Premises, which assignment is intended to be a present transfer to such lender of all of LESSEE's rights to collect and receive rents and charges from approved users, operators, sublessees and permitees. Lender(s) shall have no rights to assign this Agreement or sublease the Premises without the prior written consent of the LESSOR as required or permitted under Section 28, Assignment and Section 29, Subleasing, Permitting and Contracting. Upon LESSEE's written consent LESSOR agrees to give Lender(s) notice of any default or termination of the Agreement, and allow Lender(s) the same opportunity as the LESSEE under the Agreement to correct any condition or cure any default. Nothing in this Section is intended to relieve the LESSEE of its obligations under this Agreement.

26. TAXES, LICENSES AND PERMITS

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

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

27. UTILITIES

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

Unless otherwise agreed upon in writing, if LESSEE requires utilities beyond that currently provided or that are available to be extended to the Premises boundary, LESSEE agrees to pay the full cost and expense associated with the upgrade/extension/installation of all such utilities related to its use of the Premises, and to comply with all provisions for maintaining such utilities.

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

All electrical, data and communications utilities installed or caused to be installed shall be underground, and no utility services or other cables or wires shall be installed on poles or otherwise above ground. Unless otherwise provided in this Agreement, all utilities and conduits or ducts installed by anyone on the Premises shall be considered fixtures as defined under Section 24, Title to Facilities, Improvements and Fixtures, and shall become the owned property of LESSOR. All utility facilities installations shall meet the requirements of Section 22, Future Alteration and Improvement Standards of this Agreement.

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

28. ASSIGNMENT

With the exception of assignment to a parent or "holding" company or subsidiary, LESSEE shall have no right to assign or delegate any of its rights or duties pursuant to this Agreement without the prior written consent of LESSOR. Any assignment or delegation so made by LESSEE and so permitted by LESSOR shall be subject to all terms, conditions and other provisions of this

Agreement. Any attempted assignment or delegation in violation of this provision shall be void and have no force or effect whatsoever.

29. SUBLEASING, PERMITTING AND CONTRACTING

LESSEE shall not sublease to any persons, firms or corporations to occupy any part of the Premises without having first received the prior written consent of LESSOR, granted only under the following conditions:

(a) Any arrangements must be in the form of a written instrument and must be for purposes and uses of the Premises as authorized under this Agreement, and shall be subject to the provisions of this Agreement. LESSEE shall submit a copy of such proposed instrument at the time of requesting consent of LESSOR.

(b) All sublease(s) must comply with Sections 11, 13, 18 and 19 of this Agreement, and will be reviewed for compliance by LESSOR to that end. Any arrangement for the subleasing of space must be in conformance with the use of the Premises outlined in this Agreement, unless expressly approved otherwise in writing by LESSOR.

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

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

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

This Section shall not have the effect of requiring LESSOR approval of written or verbal arrangements, agreements or contracts for transient and based aircraft tie-down, ramp parking, hangar space rental, or rental of small storage or office space to based tenants incidental to hangar storage as are customary services provided in the aircraft support industry. Furthermore, written or verbal arrangements, agreements or contracts for products and services not involving the subleasing of Land or Facilities shall not require LESSOR approval.

30. LIABILITY INSURANCE

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

Insurance certificates shall be issued on a standard ACORD form or such other documentation as may be acceptable to LESSOR in its discretion and include the NAIC number and name of the insuring company. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless otherwise approved by the LESSOR, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates or other approved documentation must be received and approved by the LESSOR prior to occupancy. LESSOR retains the right to require changes in the character, coverages and amounts of coverage commensurate with changes in the LESSEE's use of the Premises or LESSEE's financial standing. All policy deductibles shall be shown on the certificate of insurance or other approved document, and meet the reasonable approval of LESSOR.

The failure of LESSOR to reject the LESSEE's proffered insurance shall not be deemed to constitute an acceptance by the LESSOR of deficient insurance coverage. If the LESSEE fails to procure or maintain any of the specified coverages within ten (10) calendar days after written notice from LESSOR, the LESSOR has the right, but not the obligation, to secure the coverage and charge the cost to the LESSEE along with a 20% administrative fee.

The LESSEE shall be responsible for determining the types and limits of insurance coverage required by any approved subleasee, permitee or contractor of the LESSEE commensurate with

the type of activity and associated risk levels. At a minimum, any sublessee, permittee or contractor shall carry Workers' Compensation (statutory requirements), aviation general liability and/or commercial general liability as applicable (minimum of $1,000,000 per occurrence), and commercial automobile liability (minimum of $1,000,000 combined single limit). LESSEE shall require in any approved sublease and/or operating permit executed with the LESSEE that the Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds on the sublessee's or permitee's aviation general liability insurance and/or commercial general liability policy, as applicable. All deductibles shall be commercially reasonable to the parties.

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

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

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

a) WORKERS' COMPENSATION

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

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

b) COMMERCIAL AUTOMOBILE LIABILITY

LESSEE shall maintain commercial auto liability insurance on an occurrence form. Minimum limits, as outlined herein, shall be:

Combined Single Limit	$1,000,000 Each Accident

c) AVIATION AND/OR COMMERCIAL GENERAL LIABILITY

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

General Aggregate	$4,000,000
Products/Completed Operations	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$3,000,000

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

d) UMBRELLA/EXCESS LIABILITY COVERAGE

The LESSEE shall provide minimum umbrella/excess liability limits (excess of commercial automobile liability) of:

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

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

e) POLLUTION LIABILITY COVERAGE

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

Each Claim	$1,000,000
Aggregate Limit	$2,000,000

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

LESSEE agrees that in the event of future changes in the law or upon notice by LESSOR, the minimum types and levels of insurance required by this Section may be increased within the bounds of commercial reasonableness.

LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of all certificates or other documentation approved by LESSOR evidencing that such insurance policies are in full force and effect, and make any or all policies available upon request. This Agreement shall not commence until policies of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing twelve (12) month period. Upon request, LESSOR may audit LESSEE's insurance coverages and policies. Failure to maintain satisfactory insurance policies in force shall constitute grounds for termination of this Agreement as set forth in Section 34, Termination by LESSOR, of this Agreement.

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

31. ALL RISK PROPERTY INSURANCE

LESSEE, at its expense, throughout the Term of this Agreement, shall cause any Facilities, structures, fixtures and improvements on the Premises to be insured against loss or damage by fire or other casualty equal to the full replacement value thereof and by an all risk coverage policy furnished by a company licensed to do business in Kansas. Such policy shall not exclude, or in the alternative, shall carry full coverage endorsements for damage from tornado, hail, and sewer backup, and shall furnish LESSOR a certificate evidencing such insurance. The first dollar proceeds of any payments made under such insurance policy or policies shall be used to replace, restore, rehabilitate or reconstruct the insured Facilities, subject to the provisions governing damage or destruction found at Section 48. LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of all policies or certificates evidencing that such

insurance are in full force and effect, and stating the terms thereof. This Agreement shall not commence until policies of insurance satisfactory to LESSOR are supplied by LESSEE.

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

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

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

32. SUBROGATION OF INSURANCE

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

LESSEE hereby waives any and all rights of recovery against LESSOR for or arising out of damage to or destruction of any property of LESSEE from causes then included under any of 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 LESSOR, its agents, servants or employees or otherwise but only to the extent that

its insurance policies then in force permit such waiver without diminution of LESSEE's coverage.

33. LOSS OF PERSONAL PROPERTY

Notwithstanding anything to the contrary, any personal property of LESSEE or others placed in or upon the Premises shall be at the sole risk of the LESSEE, and LESSOR shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the LESSEE waives all rights of subrogation against recovery from the LESSOR for such loss or damage unless such loss or damage is the result of the LESSOR's, its contractors, invitees and licensees, negligence or intentional misconduct.

Notwithstanding anything to the contrary, any personal property of LESSOR or others placed in or upon the Premises shall be at the sole risk of the LESSOR, and LESSEE shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the LESSOR waives all rights of subrogation against recovery from the LESSEE for such loss or damage unless such loss or damage is the result of the LESSEE's, its contractors, invitees and licensees, negligence or intentional misconduct.

34. TERMINATION BY LESSOR

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

(a) LESSEE shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and LESSEE is thereafter adjudicated bankrupt pursuant to such proceedings;

(b) A court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act, which proceedings have not been dismissed within one hundred and twenty (120) calendar days;

(c) Receiver of LESSEE's assets shall be appointed which receivership has not been dismissed within one hundred and twenty (120) calendar days;

(d) LESSEE shall be divested of its estate herein by other operation of law; or

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

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

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

Upon termination hereunder, all rent and other payments required to be paid by LESSEE shall be prorated as of the effective date of such termination, and LESSOR or LESSEE shall promptly remit payment to the other of the net amount determined to be owed as a result of such proration.

35. TERMINATION BY LESSEE

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

(a) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any major part thereof for Airport purposes and the remaining in full force of such injunction for a period of at least one hundred twenty (120) calendar days;

(b) Inability of the LESSEE to use, for a period in excess of one hundred twenty (120) calendar days, the Airport or any part of the Facilities because of any law, order, rule, regulation or other action or non-action of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy;

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

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

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

(e) In the event of destruction of the Facilities, improvements, or the demised Premises as more fully described in Section 48, Damage or Destruction.

Upon termination hereunder, all rent and other payments required to be paid by LESSEE shall be prorated as of the effective date of such termination, and LESSOR or LESSEE shall promptly

remit a net settlement payment(s) to the other as determined to be owed as a result of such proration.

36. MAINTENANCE AND REPAIR

LESSEE shall maintain and keep in good repair and condition, reasonable wear and tear and damage or destruction excepted, at its sole cost and expense the Premises as follows:

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

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

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

(d) Utilities at, upon or to the Premises.

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

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

(g) The removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the leased Premises or out of its operation. Such removal shall conform to all governmental requirements and regulations as more fully described herein. Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine

clean-up of the Premises. LESSEE shall immediately react and take prompt corrective actions to remove and dispose of any paper, garbage and debris on Premises upon demand of LESSOR. LESSEE shall provide, and screen from public view, suitable covered receptacles for all garbage, trash and other refuse. Piling of boxes, cartons, barrels, pallets or other similar items in an unsightly or unsafe manner on or about the Premises in public view is forbidden.

(h) Repairs due to negligence of LESSEE to the extent not covered by the proceeds of insurance required to be carried by the Parties hereunder;

(i) A twelve percent (12%) administrative fee will be charged on any task that is performed by the LESSOR on behalf of LESSEE if LESSEE fails to perform such action within twenty (20) calendar days plus such additional time as may be reasonably required to complete the same following written notice given to LESSEE demanding performance. In case of emergency action taken in order to protect against personal injury or property damage but not limited to, for which no notice is necessary, LESSOR shall charge the same cost to the expense of LESSEE and a twenty percent (20%) administrative fee.

(j) The fee will be applied to the total cost incurred by the LESSOR in performing the task. The fee represents the LESSOR's cost to manage the task including procurement services, approval processes, management staff time, supervision and overhead. It does not include a profit component.

LESSOR shall be responsible for maintenance, repair and replacement of paved surfaces and storm drainage systems or other improvements on the Airport not within or upon the Premises; however, LESSEE shall be responsible for the repair or replacement of any damaged paved surfaces and/or sub-grade on the Airport that may be caused due to the LESSEE's negligence or intentional misuse, or consent to misuse, of such surfaces, systems or improvements, including but not limited to exceeding the weight bearing capacity limits of the pavements.

37. SNOW AND ICE REMOVAL

LESSEE shall be responsible for all snow and ice removal on the Premises. The Premises shall be maintained to a winter surface condition safe for aircraft operations, and safe for customers and employees moving and working on the ramp. At no time shall LESSEE engage in snow and ice removal beyond the Premises without the prior approval of the LESSOR.

Snow piles, windrows or other accumulations of snow shall <u>not</u>:

(a) Be closer than twenty five feet from any security fence;
(b) Block any access gates or controls;
(c) Block or impede any taxiway or taxi lane;
(d) Impose an obstruction within the object free area (OFA) of any taxiway or taxi lane;
(e) Infringe upon, block or interrupt the business of other airport tenant leaseholds.

Snow piles and accumulations requiring removal may be stored on pre-approved/arranged paved or non-paved areas.

Only FAA approved dry and liquid chemicals may be used for de-icing or snow removal on aircraft operating surfaces, as set forth in Advisory Circular 150/5200-30, current edition, or as may be amended, Airport Winter Operations and Safety, Section 4-6 Approved Chemicals, current edition, or as may be amended.

The use of snow and ice removal contractors may be authorized subject to prior written approval by LESSOR, and subject to acceptable completion of contractor employee training, and other reasonable safety requirements and standards that LESSOR may impose, including but not limited to compliance with Airport Rules and Regulations, and Standard Operating Procedures. All such snow and ice removal contractors shall maintain a general liability insurance policy of not less than $1,000,000 limit naming LESSEE, LESSOR and the City of Wichita as additional insureds.

LESSOR shall be responsible for snow and ice removal on common paved surfaces of the Airport not within the Premises.

38. LANDSCAPING

LESSEE shall provide and install appropriate landscaping and screening, including lawn, shrubbery, trees, bushes, and other plantings and screening on the Premises. All proposed landscaping plans and screening designs shall be submitted to the LESSOR for review and approval, which approval shall not be unreasonably withheld or unduly delayed. Such landscaping shall be in accordance with the Airport's design guidelines in effect at that time, and shall not be installed in such a manner so as to create a wildlife food source, habitat and hazard to aircraft operations. LESSEE agrees to maintain and/or replace such landscaping installations at least seasonally throughout the Term of this Agreement or any extension thereof should they fail

to survive in a manner aesthetically pleasing to LESSOR, a judgment which is to be exercised with reasonable discretion.

39. EXTERIOR SIGNS AND ADVERTISING

LESSEE agrees that no signs or advertising material shall be erected on the Premises or on any improvement or Facilities on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in advance in writing by LESSOR, which approval shall not be unreasonably withheld or unduly delayed. Pre-existing signs on the Premises installed prior to commencement of this Agreement are considered approved by the LESSOR.

Except to the extent existing prior to commencement of this Agreement, LESSEE shall have no rights to erect or install, or cause or consent to be erected or installed any commercial outdoor advertising by an outdoor commercial advertising agency.

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

40. PORTABLE STORAGE CONTAINERS/STRUCTURES

Unless specifically approved in writing, and under conditions specified by LESSOR, including but not limited to construction activity, LESSEE shall not place or allow to be placed upon Premises, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies outside of an enclosed permanent building or structure, which does not qualify as a building or structure.

41. GRANTING OF EASEMENTS

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

42. RULES AND REGULATIONS

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

LESSOR shall not be liable to LESSEE for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this Section provided, nor shall LESSEE be entitled to terminate this Agreement nor be entitled to seek any damages from LESSOR by reason thereof unless exercise of such authority shall so interfere with LESSEE's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in

accordance with the laws of the State of Kansas, or as set out in Section 35, Termination by LESSEE or be determined by a court of competent jurisdiction to be arbitrary or capricious.

43. MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES

LESSOR may, with due notice, from time-to-time, adopt and enforce reasonable and non-discriminatory Minimum Standards for Aeronautical Activities on the Airport, and amendments thereto, and the LESSEE agrees to observe and comply with the same. However, any minimum standards which may be developed and promulgated in the future shall not have the effect of imposing upon LESSEE the requirements of additional Facilities, services or standards beyond that set forth in this Agreement .

44. ENCROACHERS, TRESPASSERS AND OTHER THIRD PARTY HAZARDS

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

45. FIRE EQUIPMENT AND SYSTEMS

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

46. ENVIRONMENTAL COVENANTS

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

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

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

(d) The LESSOR shall have the right, but not the obligation, and without limitation of the LESSOR's other rights under this Agreement, to enter the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any substance (hazardous or otherwise) or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any substance (hazardous or otherwise) or an environmental complaint pertaining to the Premises or any

part thereof which, if true, could result in an order, suit or other action against the LESSEE and/or which, in the reasonable judgment of the LESSOR, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the LESSEE or if the circumstances result from a substance (hazardous or otherwise) owned by, or located on the Premises by the LESSEE (without regard to the actual cause of any escape, seepage, leekage, spillage, discharge, emission or release), all reasonable costs and expenses incurred by the LESSOR in the exercise of any such rights shall be payable by the LESSEE, within fifteen (15) calendar days of written demand by Landlord.

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

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

(g) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the LESSOR hereby agrees to indemnify and hold harmless the LESSEE from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSEE by any person or entity for, arising out of, the presence

on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the Term of this Agreement and the period prior to the Term of this Agreement of any Substance (hazardous or otherwise) including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any hazardous substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, invitees and/or licensees.

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

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

47. INDEMNITY

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

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

Should LESSEE, its employees, subcontractors, suppliers, agents, customers, and/or representatives cause any violations of federal, state or local law, regulation or ordinance, and should LESSOR be cited for a fine or penalty for such violation, LESSEE agrees to reimburse LESSOR for any monetary fine or penalty which may be imposed on LESSOR. However, nothing herein shall prevent the LESSEE from contesting the legality, validity or application of such fine or penalty to the full extent LESSEE may be lawfully entitled, nor require LESSOR to pursue such a contest on LESSEE's behalf.

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

48. DAMAGE OR DESTRUCTION

In the event that facilities or improvements on the Premises are damaged or destroyed in whole or in part by fire, lightning or any other peril or other casualty during the Term of this Agreement, this Agreement shall remain in full force and effect and LESSEE shall proceed with due diligence to repair, restore, rebuild or replace said damaged or destroyed property or parts thereof to as good a condition as all affected properties were in immediately prior to such damage or destruction, subject to such alterations as LESSEE may elect to make and are permitted in this Agreement. All proceeds from the insurance policies related to such damage or destruction shall be first applied to cover the cost of such repairs or restoration. In alternative, and in LESSOR's discretion to allow and LESSEE's election to exercise, LESSEE may be released from this Agreement upon payment of all demolition and removal costs for damaged or destroyed

improvements and payment to LESSOR of an amount equal to the fair market value of the property immediately prior to damage or destruction, less the proceeds from the insurance policies related to such damage or destruction received by LESSOR shall be applied for LESSEE's account so that it may pay such fair market value.

49. CONDEMNATION

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

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

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

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

50. MODIFICATIONS FOR GRANTING FAA FUNDS

In the event that the LESSOR determines the Federal Aviation Administration requirements call for modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, these modifications or changes shall supersede this Agreement and LESSEE agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required by the LESSOR to fully comply with federal grant assurances and directives and to obtain Federal Aviation Administration grants-in-aid, provided that no such changes shall materially alter the rights or obligations of LESSEE hereunder.

51. NONDISCRIMINATION

The LESSEE agrees that it shall not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, age (except where age is a bona fide occupational qualification), national origin or ancestry in its operations or services, and its use or occupancy of property under this Agreement. The LESSEE agrees to comply with all applicable provisions of federal and state laws, regulations, or executive orders prohibiting discriminatory conduct.

52. GENERAL PROVISIONS

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

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

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

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

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

inconvenience, interference with use and enjoyment, and any consequent reduction in market value which may occur directly or indirectly as a result of aviation, airport or airport-related operations at or otherwise associated with use of the Airport. LESSEE accepts the Premises subject to the risks and activities hereinabove described.

Airport Hazards. LESSEE by accepting this Agreement agrees for itself, its successors and assigns, that it shall not make use of the Premises in any manner which may interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this Agreement Term is breached, LESSOR reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of LESSEE without liability to LESSOR of any kind; provided, LESSEE shall have the first opportunity to abate such interference.

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

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

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

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

construction of any improvements on, over, or under such Land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

53. FORCE MAJEURE

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

54. THIRD PARTY RIGHTS

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

55. QUIET ENJOYMENT

LESSOR agrees that, on payment of the rentals and fees and performance of the terms, covenants, conditions and agreements on the part of LESSEE to be performed in this Agreement, LESSEE shall have the right to peaceably occupy and enjoy the Premises, subject however, to the provisions otherwise set out in this Agreement.

56. HOLD OVER

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

57. SURRENDER OF POSSESSION AND RESTORATION

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

a) cleaning and hauling away all supplies and trash;

b) removing by legal means all materials or other substances classified as hazardous;

c) leaving in operating condition all bulbs and ballasts;

d) replacing all broken glass; and

e) return to LESSOR all keys to all doors and gates.

LESSEE, at LESSEE's expense, shall remove prior to the termination or expiration of this Agreement all trade fixtures and personal property placed by LESSEE on or about the Premises herein leased, subject to LESSEE's repairing any damage thereto caused by such removal and

subject to any valid lien which LESSOR may have on that property for unpaid rents, expenses or fees.

In the event LESSEE does not remove all of its trade fixtures and personal property within thirty (30) calendar days after the termination of this Agreement, any remaining property shall be considered abandoned and LESSOR may take possession and use for its own purposes, or alternatively dispose of said property without any further responsibility or liability to LESSEE. The net disposal costs of such property shall be the financial obligation of LESSEE.

58. ENTIRE AGREEMENT; SUPERCEDES PRIOR LEASES AND ARRANGEMENTS

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

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

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

As of the effective date hereof, this Agreement shall supercede all prior agreements and arrangements between the Parties as of the effective date hereof. Specifically, the following documents are of no further force or effect as of such effective date:

Bond Lease 3560/3520 North Jabara Road dated May 1, 1983 MCA FBO/Hangars #1, #2 and #3; Lease 3510 North Jabara Road dated November 19, 1984 MCA Hangar #4; Lease 3420 N. Jabara Road dated June 19, 1995 MCA Hangar #5; Lease 3416 North Jabara Road dated November 6, 1995 MCA Hangar #6; Lease 3410/3406 North Jabara Road dated October 6, 1996 MCA Hangars #7 & #8; and Lease 3740 North Jabara Road dated August 22, 2000 MCA Hangar #9.

59. AMENDMENT

No amendment, modification, or alteration of the Terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties hereto.

60. APPROVAL, CONSENT, DIRECTION OR DESIGNATION BY LESSOR

Wherever under this Agreement, approvals, consents, directions, or designations are required or permitted, such approvals, consents, directions, or designations required or permitted under this Agreement shall be performed by the Director of Airports, or his/her authorized representative. Approvals, consents, directions, or designations made at any time by the Director of Airports, and from time to time, may be modified as to future matters by notice from LESSOR to LESSEE.

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

ATTEST:

By _____
Karen Sublett, City Clerk

By _____
Victor D. White, Director of Airports

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Jeff Longwell, President
"LESSOR"

Date: December 22, 2015

THE WICHITA AIRPORT AUTHORITY
WICHITA
SEAL
KANSAS

ATTEST:

By _____

MIDWEST CORPORATE AVIATION, INC.

By: _____
Marvin Autry, President
"LESSEE"

Date: 7 Dec, 2015

APPROVED AS TO FORM: _____ Date: 12-8-, 2015
Jennifer Magana,
City Attorney and Director of Law

EXHIBITS:

Exhibit A Facilities
Exhibit B Aircraft Parking Ramp

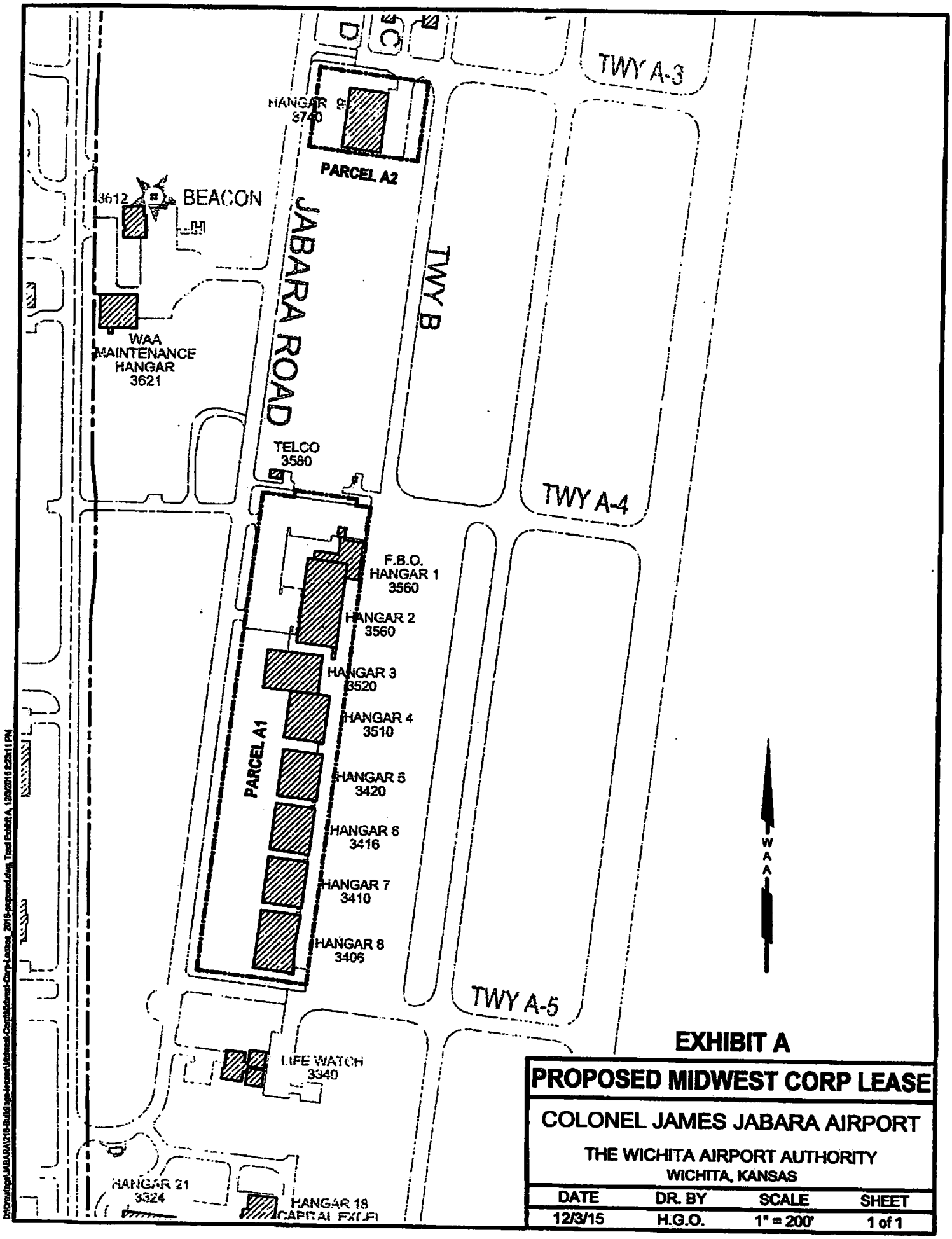


EXHIBIT A

PROPOSED MIDWEST CORP LEASE

COLONEL JAMES JABARA AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
12/3/15	H.G.O.	1" = 200'	1 of 1

D:\Drawings\JABARA\310-Buildings-lease\Midwest-Corp\Midwest-Corp-Lease_2016-proposed.dwg, Tred Exhibit A, 12/9/2015 2:29:11 PM

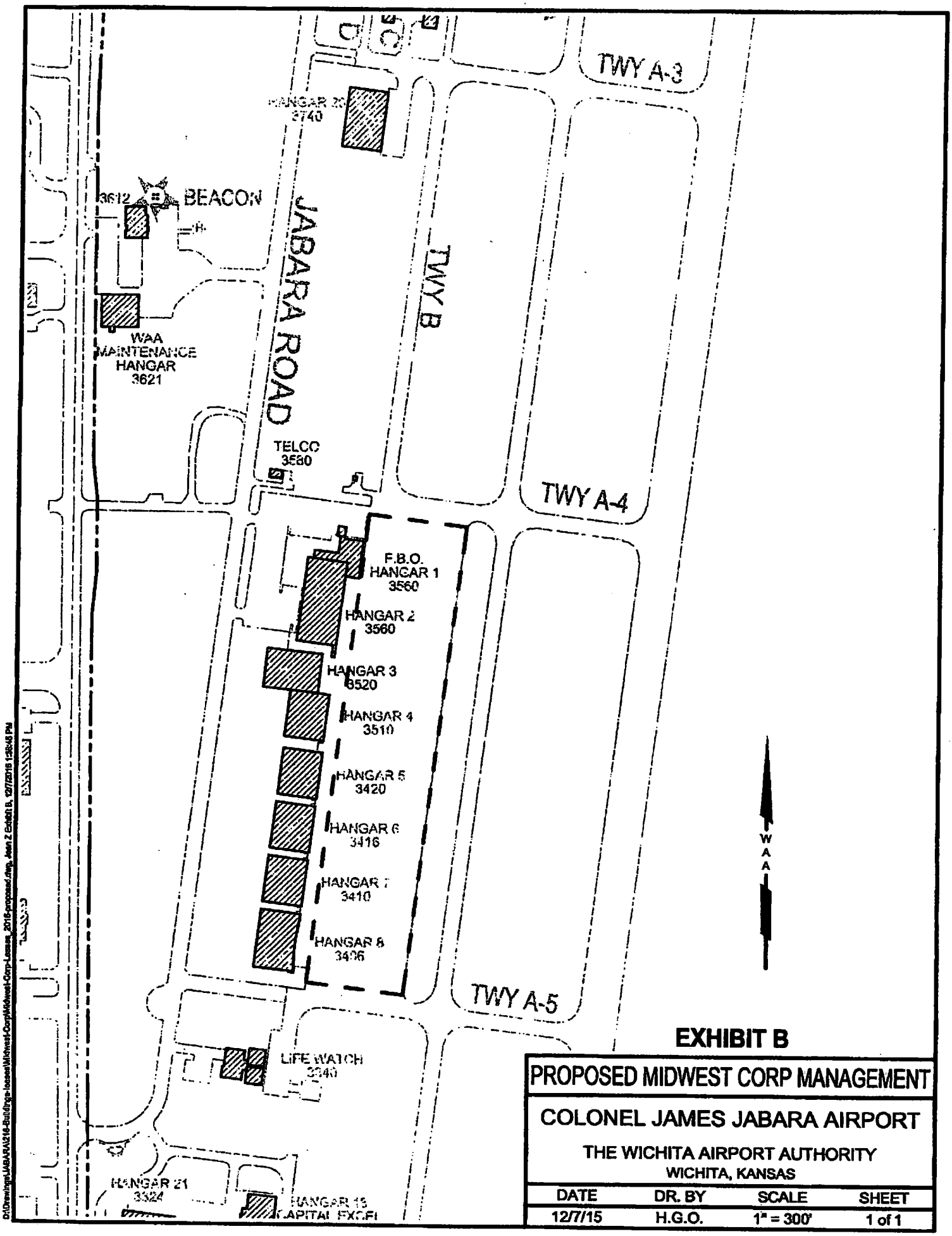


EXHIBIT B

PROPOSED MIDWEST CORP MANAGEMENT

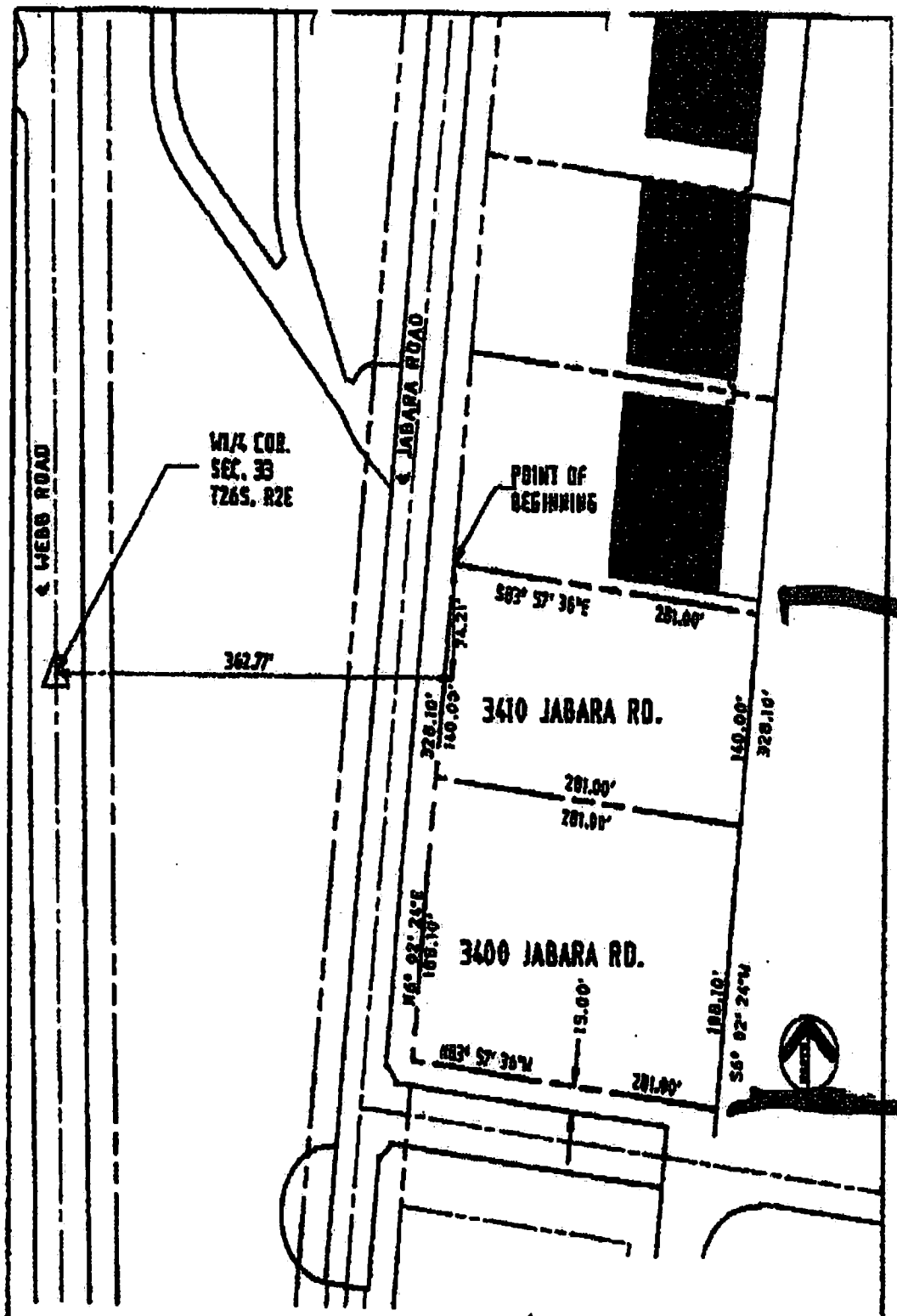
COLONEL JAMES JABARA AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
12/7/15	H.G.O.	1" = 300'	1 of 1

EXHIBIT "B"

Schematic of Airport and Sublet Premises
(follows on next page)



Sublet Premises

BEGINNING AT A POINT 362.77 FEET EAST AND 74.21 FEET NORTH OF THE WEST 1/4 CORNER, SECTION 33, TOWNSHIP 26 SOUTH, RANGE 2 EAST OF THE 6TH PRINCIPAL MERIDIAN, THENCE BEARING S83° 57'36"E A DISTANCE OF 281.00 FEET, THENCE BEARING S6°02'24"W A DISTANCE OF 328.10 FEET, THENCE BEARING N83°57'36"W A DISTANCE OF 281.00 FEET, THENCE BEARING N6°02'24"E A DISTANCE OF 328.10 FEET TO THE POINT OF BEGINNING. SAID DESCRIPTION COMMONLY REFERRED TO AS TRACT 3410 JABARA ROAD CONTAINING 92,196 SQ. FT.

MIDWEST CORPORATE AVIATION		
COLONEL JAMES JABARA AIRPORT THE WICHITA AIRPORT AUTHORITY WICHITA, KANSAS		
DATE	DR. BY	SCALE
3-11-97	D.L.	1" = 100'

EXHIBIT "C"

Hangar Improvements

Lights and electrical work	$17,639.00
Air Compressor and lines	$15,617.00
Big Ass Fan	$10,500.00
Mud sink & Misc	$ 5,500.00

Estimated total	$ 49,256.00

EXHIBIT "C"
(continued)

Hangar 8 Improvements

Lights:	Remove current light and install fluorescent high intensity lighting.
110 volt outlet additions	
	3 ea four plug outlets on North wall 5 ea four plug outlets on West wall 4 ea four plug outlets on South wall.
220 volts 3 Phase.	2 ea South wall 3 ea West wall 1 ea North wall 1 ea Outside on north end of hangar
220 volt Single phase	3 ea one on each wall
440 volts	1 on west wall.
Air out lets.	4 north wall 7 west wall 4 south wall

"Mud" Sink in the hangar opposite the rest rooms
"Big Ass fan in center of hangar.

Hangar 7 Improvements

110 volt outlet additions	
	1 ea four plug outlets on North wall 2 ea four plug outlets on West wall
220 volts 3 Phase.	1 ea South wall 1 ea West wall
Air outlets.	2 north wall 3 west wall 2 south wall

EXHIBIT "D"

Fuel Discounts

(Confidential)

FUEL:

Sublessor agrees to sell JET A fuel to Sublessee at a price of $.50 per U.S. gallon above Sublessor's cost per gallon together with any applicable sales tax. Cost is defined as the Phillips 66 terminal price delivered to the Airport plus federal excise tax (currently $.22), Wichita Airport Authority flowage fee (currently $.08), freight cost (currently $.01), and environmental/truck leasing/insurance (currently $.19). The terminal price often changes and for invoicing purposes, the terminal price on the day of aircraft fueling will be used. Sublessor will include a copy of the daily Phillips 66 terminal price sheet with the invoice for Sublessee to verify accurate charges.

The following is an example of fuel price calculation:

Phillips 66 terminal cost when aircraft was fueled:	$ 1.63
Federal Excise Tax:	.22
Flowage Fee:	.08
Freight:	.01
Environmental/Fuel Truck Lease/Hangar-keepers Insurance:	.19
	$ 2.13
	.50
Price per U. S. Gallon (plus KS sales tax, if applicable, currently 7.5%):	$ 2.63

Schedule 7

Method for Computing the Office Facilities Rent

EXECUTIVE FLIGHT SERVICES

Assumed Total Construction Costs	$818,400
Annual Interest Rate	7.25%
Amortization Period (in years)	15
Payments per Lease Year, subject to partial month proration	12
Assumed first payment due	08/01/2016

PERIODIC PAYMENT

Office Facilities Rent (monthly) $7,470.87

Office Facilities Rent First Lease Year

No.	Assumed Payment Date	Beginning Balance	Interest	Principal	Ending Balance
1	8/1/2016	818,400.00	4,944.50	2,526.37	815,873.63
2	9/1/2016	815,873.63	4,929.63	2,541.63	813,332.00
3	10/1/2016	813,332.00	4,913.88	2,556.99	810,775.01
4	11/1/2016	810,775.01	4,898.43	2,572.44	808,202.57
5	12/1/2016	808,202.57	4,882.89	2,587.98	805,614.59
6	1/1/2017	805,614.59	4,867.25	2,603.61	803,010.98
7	2/1/2017	803,010.98	4,851.52	2,619.35	800,391.63
8	3/1/2017	800,391.63	4,835.70	2,635.17	797,756.46
9	4/1/2017	797,756.46	4,819.78	2,651.09	795,105.37
10	5/1/2017	795,105.37	4,803.76	2,667.11	792,438.26
11	6/1/2017	792,438.26	4,787.65	2,683.22	789,755.04
12	7/1/2017	789,755.04	4,771.44	2,699.43	787,055.61

EXECUTIVE FLIGHT SERVICES

Remaining Assumed Total Construction Costs	$787,056
Annual Interest Rate	6.25%

PERIODIC PAYMENT

Office Facilities Rent $7,041.08 (annual) / $586.76 (monthly)

Office Facilities Rent for the Second and Succeeding Lease Years

No.	Assumed Payment Date	Beginning Balance	Interest	Principal	Ending Balance
13	8/1/2017	787,055.61	4,099.25	2,941.83	784,113.78
14	9/1/2017	784,113.78	4,083.93	2,957.15	781,156.63

No.	Assumed Payment Date	Beginning Balance	Interest	Principal	Ending Balance
15	10/1/2017	781,156.63	4,068.52	2,972.55	778,184.07
16	11/1/2017	778,184.07	4,053.04	2,988.04	775,196.03
17	12/1/2017	775,196.03	4,037.48	3,003.60	772.192.43
18	1/1/2018	772,192.43	4,021.84	3,019.24	769,173.19
19	2/1/2018	769,173.19	4,006.11	3,034.97	766,138.22
20	3/1/2018	766,138.22	3,990.30	3,050.78	763,087.45
21	4/1/2018	763,087.45	3,974.41	3,066.67	760,020.78
22	5/1/2018	760,020.78	3,958.44	3,082.64	756,938.14
23	6/1/2018	756,938.14	3,942.39	3,098.69	753,839.45
24	7/1/2018	753,839.45	3,926.25	3,114.83	750,724.62

Agenda Item No. II-21

City of Wichita
City Council Meeting
April 5, 2016

TO: Wichita Airport Authority

SUBJECT: Terminal Apron Phase IV
FAA Reimbursable Agreement #2
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the reimbursable agreement with the Federal Aviation Administration (FAA) on a sole source basis.

Background: On June 21, 2011, the Wichita Airport Authority (WAA) approved the budget for the Air Capital Terminal 3 (ACT 3) program, which also included the Terminal Apron Phase IV project. This work demolishes the gates, concourses and airfield portions of the old terminal, and will construct new aircraft strength pavement to serve Gates 10, 11 and 12 of the new terminal and an airline ground service equipment area adjacent to Gate 1. A grant from the FAA was accepted at the July 28, 2015 WAA meeting for $11,004,184 to fund this project. A second grant agreement and a reimbursable agreement for investigation and design of the FAA cable relocation were both approved on August 11, 2015 for $99,700.

Analysis: The FAA is close to exhausting the funds in Reimbursable Agreement No. 1 and indicates Reimbursable Agreement No. 2 is required so as to complete its design and fund its field services during the relocation of the cables. The FAA is the sole source for this work.

Financial Considerations: Reimbursable Agreement No. 2, developed by the FAA, indicates the cost of the additional work is $141,068. The full amount is required to be paid as a lump sum prior to the start of the work. If the work does not use the full amount of the pre-payment, the excess will be refunded to the Airport. The approved Apron Phase IV project budget will cover the cost of this agreement and will be reimbursed at the 90 percent level of eligibility through the upcoming FAA grant.

Legal Considerations: Reimbursable Agreement No. 2 has been reviewed and approved as to form by the Law Department. City Code Section 2.64.020 allows a sole source purchase when services are available from only one vendor. The agreement complies with FAA procedural requirements.

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

Attachments: Reimbursable Agreement No. 2.

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

WICHITA AIRPORT AUTHORITY
WICHITA DWIGHT D. EISENHOWER NATIONAL AIRPORT
WICHITA, KS

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the WICHITA AIRPORT AUTHORITY (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA Air Traffic Organization, Central Services Area and WICHITA AIRPORT AUTHORITY

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

A. The purpose of this Agreement between the FAA and the Sponsor is to support the Sponsor's project. The project consists of reconstructing the existing terminal building and apron.

This project will impact several FAA field cables and equipment that enter the Airport Traffic Control Tower (ATCT), to support the Sponsor's project, the FAA agreed to relocate the cables to an area not impacted by the terminal reconstruction project.

This Agreement is for cable relocations only, no transferable whole assets or improvements will be acquired by the FAA as a result of this Agreement.

The Sponsor will be responsible for disconnecting, removing, storing, relocating, and re-installing cables and equipment according to FAA practices and policies. This Agreement provides funding for the FAA to perform site visits, engineering reviews, construction oversight, and equipment checkout of FAA impacted facilities.

Finally, in furtherance of this Agreement, the Sponsor will perform all engineering design and construction activities associated with this project. The Sponsor will also have the responsibility to ensure no other activities or projects, scheduled or otherwise, excepting events that are outside of Sponsor's control, interfere with the FAA's equipment installation, performance verification, acceptance inspections, flight inspections, and/or other scheduled project activities. Any interference with FAA activities and responsibilities will add additional costs to the original estimate submitted. The Sponsor shall be responsible for ensuring all Sponsor work associated with the project is done in compliance with all applicable codes.

This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

"Engineering Review and Installation Oversight of the relocation of FAA cables and equipment at the Wichita Dwight D. Eisenhower National Airport at Wichita, KS"

B. The FAA will perform the following activities:

1. Provide technical assistance to the Sponsor to enable the Sponsor to meet applicable FAA rules, regulations, orders, requirements, standards, and specifications during the construction phases of the project.

2. Provide applicable FAA directives, specifications, drawings and other information required to assist the Sponsor in designing and preparing the site specific plans and specifications for the project.

3. Meet with the Sponsor to coordinate and discuss project planning and engineering.

4. Perform engineering design reviews of the Sponsor's plans and specifications in support of the Sponsor's construction project.

5. Electronically locate and physically mark all FAA power and control cables in the area affected by the Sponsor's construction. Any excavation required for cable location confirmation will be executed by the Sponsor with FAA oversight.

6. Provide a Resident Engineer (RE) to oversee the construction effort of all FAA impacted and relocated FAA facilities. No work will be accepted unless performed under the oversight of the RE. Provide RE services during all construction phases of the project necessary to establish and/or restore service(s) to affected FAA facilities, systems, and equipment. It is the RE's responsibility to protect the FAA's interests during the construction phases of the project which impact FAA facilities, systems, equipment, and their infrastructures. In furtherance of these responsibilities the RE will:
   a. Be the FAA's primary point of contact for the Sponsor during these phases of the project to ensure that all necessary information is coordinated with the appropriate FAA parties;
   b. Ensure all reasonable efforts are made to minimize the impact to FAA operations and existing facilities;
   c. Notify the Sponsor and FAA personnel about any observed discrepancy and document significant discrepancies between the approved design plans and specifications and the actual work performed;
   d. Notify the Sponsor of any failure of the work or materials to conform to the contract, the design plans and specifications, drawings, and any delays in the schedule;
   e. Keep a construction diary and weekly status reports on the FAA facilities, systems, and equipment affected by the project;
   f. Ensure compliance with all FAA rules, regulations, orders, standards, requirements, and agreements; and
   g. Witness key events in the project such as, but not limited to, the placement of rebar and pouring of concrete, the splicing, connecting, and testing of all FAA field cables, and the exothermic welding of grounding, bonding, and lightning protection connections.

   The RE does NOT have authority to:
   a. Revoke, alter, or waive any requirement(s) of the design plans and specifications, drawings, and the construction contract let by the Sponsor;
   b. Act as the contractor's foreman, or perform any other duties for the contractor;
   c. Enter into or take part in any labor dispute between the Sponsor and its construction contractor; and
   d. Participate in, settle, or otherwise decide contractual matters in dispute between the Sponsor and its construction contractor.

7. The FAA will review and approve the Contractor's construction "As-Built" drawings for that portion of the project that includes FAA facilities, systems, equipment, and/or infrastructure.

8. Participate with the Sponsor in any and all Contractor Acceptance Inspection(s) (CAI) and Joint Acceptance Inspections (JAI) of all FAA impacted facilities for the purpose of identifying any deficiencies or corrections required, otherwise noted as exceptions.

9. Participate in, coordinate with, and perform all activities associated with the restoration of any and all affected FAA facilities, systems, and/or equipment.

10. Contact the supplier to initiate the transfer of the electrical service account from the Sponsor to the FAA at the end of the project. This transfer action is to be accomplished based on required information furnished by the Sponsor and obtaining an approved funding obligation to pay for the recurring charges. The FAA will recover all costs associated with the transfer of electrical services via this MOA for all impacted FAA facilities.

11. If applicable, provide disposition instructions of the replaced facilities.

12. Conduct engineering review and construction oversight. The FAA will provide oversight for cable installation, termination, and splicing, with installation support as required to facilitate work performed by the Sponsor's construction contractor.

13. The FAA will provide the support needed to facilitate cable cutover so that impacts to FAA facilities and services are minimized.

C. The Sponsor will perform the following activities:

1. Provide funding for all activities outlined in this Agreement. Funded activities include the material, construction, electronic installation, flight check and any environmental remediation necessary to accommodate the Project.

2. Prior to the commencement of any construction, the Sponsor must grant necessary land rights and enter into or modify a no-cost land Memorandum of Agreement (MOA) with the FAA for identified facilities (new or relocated) for a 20-year term. The land rights granted within airport boundaries are to include, but not limited to essential land sites, and associated easements for any access road, cable route and/or restricted critical areas. Also, each party has responsibilities to remediate all identified hazardous substance contamination defined in provisions of the MOA.

3. Perform engineering, construction, installation, termination, and splicing of cables so that impacts to FAA facilities are minimized

4. The Sponsor will facilitate, document, and mitigate issues as identified by the FAA in a timely manner.

5. Coordinate schedule and construction sequencing plan with the FAA Construction/Installation Center before finalizing it to ensure that everyone is in

agreement on the critical path, schedule, and milestones. This should be done during the project design phase, before construction contract award. In addition, provide a schedule within 30 days of the effective date of this Amendment, and updated monthly (or as soon as changes occur), including the following tasks:

a. Construction bid;
b. Construction award;
c. Construction start;
d. Construction complete;
e. Overall construction sequencing schedule, to include FAA facilities.

6. Survey and provide drawings of areas involved with FAA work.

7. Provide to the FAA detailed information, exhibits, diagrams, drawings, photographs, plans, elevations, coordinates and heights for all of the proposed, planned or related projects at the airport.

8. Submit Obstruction Evaluations for the proposed location of all impacted FAA systems and shelters and any construction activities requiring separate review and approval.

9. Facility shutdowns must be coordinated at least 45 days before the facility needs to be shut down.

10. Verify marked FAA power and control cables by hand digging at multiple locations in the construction zone to establish the depth and routing of FAA cables. Replace FAA power and control cables for FAA facilities, systems, and/or equipment impacted by the project activities. The replacement of the FAA power and control cables shall be done in accordance with applicable FAA rules, regulations, orders, requirements and standards.

11. Provide copies of all critical shop drawings, as required.

12. Notify the FAA at least 60 calendar days in advance of when FAA construction oversight services are required. A Resident Engineer (RE) will be required when any construction associated with or on FAA facilities, systems, and/or equipment or the infrastructure associated with the foregoing takes place. The presence or absence of an FAA construction inspector does not relieve the Sponsor or its Contractor from any requirement contained in this Agreement, nor is the COR/RE authorized to change any term or condition of the Agreement without the Contracting Officer's written authorization.

13. Ensure its Contractor maintains an adequate inspection system and perform such inspections to ensure the work performed under the contract conforms to requirements in this MOA. The Sponsor's Contractors shall maintain complete inspection records and make them available to the FAA. All work is subject to FAA inspection at all places and at all reasonable times before acceptance.

14. Provide all appropriate documentation on make/models numbers and manuals on all systems installed as required.

15. Participate in a mutual or joint inspection of the relocated FAA facilities and prepare a plan for the correction of any items that are identified as not acceptable to the FAA.
    a. If the Sponsor's contractor will correct these items, the Sponsor will be responsible for payment to their contractor(s);
    b. If the FAA completes these corrections, the FAA will be reimbursed by the Sponsor.

16. Provide any information on hazardous materials or other environmental conditions that may impact the FAA relocated facilities. This information includes, but is not limited to, previous and current studies/reports conducted on known or suspected areas of environmental contamination located on or adjacent to airport property. The Sponsor agrees to remediate, at its sole cost, all hazardous substance contamination found to impact the proposed FAA facility sites prior to construction and modification to the land rights MOA. In the event that contaminants are discovered on future FAA equipment areas during the course of the FAA's EDDAs, the FAA will require that those areas be remediated. Should this occur, the FAA would coordinate further details with the Sponsor.

17. Provide the FAA unencumbered access to the new site areas.

18. Provide to the FAA at the time of the CAI all warranty information and documentation on the FAA facilities, systems, and/or equipment work done by the Sponsor's contractor, including material and equipment provided, cable and grounding/ lightning protection system, etc.

19. Provide the FAA three sets of ANSI size "D" of "As-Built" drawings of the construction phase in hard copy format and one set in electronic file, using Microstation format. The electronic file shall include all the accompanying library files needed to generate a complete set of drawings. If the Sponsor does not provide the "As-Built" drawings as required by this Agreement, the FAA will complete the "As-Built" drawings and bill the Sponsor.

D. This agreement is NOT funded with funding from an AIP grant.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA Central Service Area, NavAids Engineering Center will perform the scope of work included in this Agreement. Brad Urey is the Program Implementation Manager (PIM) and liaison with the Sponsor and can be reached at (817) 222-4029. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Bradley K. Logan who can be reached at (817) 222-4395.

B. Sponsor:

WICHITA AIRPORT AUTHORITY
ATTN: John Oswald
2173 Air Cargo Road
Wichita, KS 67209
Telephone: 316-946-4715
Email: joswald@wichita.gov

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge that the FAA has accepted the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA, and that the subject transfer to FAA is in the best interest of both the Sponsor and FAA.

In order to ensure that both FAA and the Sponsor have complete and accurate documentation of all property transferred to FAA and subject to this Agreement, the transfer of ownership of such real and personal property to the FAA shall be supported and memorialized by FAA's and the Sponsor's execution of Attachment A (Sponsor Cost and Transfer Certification Form) within ninety (90) calendar days from

the date of project completion. The Sponsor will provide a line item property listing in tabular format including costs, as set forth in Attachment A, consisting of all real and personal property that is included in the Project. The cost data for each item will be supported by documentary evidence of reasonable cost and ownership, including, for example, the original invoice or billing statement, bill of lading, a copy of the construction contract, and verification of the contract acceptance date. At FAA's request, all supporting cost documentation shall be made available by the Sponsor within 5 workdays of the request. The FAA shall retain the original copy of Attachment A. A complete copy of Attachment A will be provided to the sponsor upon request.

B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

NAVAIDS and SURVEILLANCE	
Description of Reimbursable Item	**Estimated Cost**
LABOR	
Engineering WB4020	$16,813.60
Construction WB4050	$ 4,542.40
Install/Checkout WB4060	$40,093.40
Labor Sub Total	$61,449.40
Labor Overhead (18%)	$11,060.89
Total Labor	$72,510.29
NON-LABOR	
Drafting WB4020	$5,000.00
Material WB4020, WB4050	$3,000.00
Non-Labor Subtotal	$8,000.00
Non-Labor Overhead (7%)	$ 560.00
Total Non-Labor	$8,560.00
NAVAIDS AND SURVEILLANCE ESTIMATED COST	**$81,070.29**

RTR RELOCATION	
Description of Reimbursable Item	**Estimated Cost**
LABOR	
Engineering WB4020	$ 7,949.20
Environmental WB4030	$ 2,271.20
Commission/Closeout WB4070	$ 1,816.96
Install/Checkout WB4060	$29,525.60
Labor Sub Total	$41,562.96
Labor Overhead (18%)	$ 7,481.33
Total Labor	$49,044.29
NON-LABOR	
Travel WB4020, WB4030, WB4050, WB4060, WB4070	$ 5,236.00
Drafting WB4020	$ 5,000.00
Non-Labor Subtotal	$10,236.00
Non-Labor Overhead (7%)	$ 716.52
Total Non-Labor	$10,952.52
RTR RELOCATION ESTIMATED COST	**$59,996.81**
TOTAL ESTIMATE COSTS	**$141,067.10**

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. Under no circumstances will this Agreement extend five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the Sponsor. Per U.S. Treasury guidelines, refunds under $1.00 will not be processed. Additionally, the FAA will not bill the Sponsor for amounts less than $1.00.

B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement and submit the full advance payment to the Accounting Division. The sponsor can either mail the payment to the address shown below or submit payment (via check or credit card) electronically via pay.gov. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:
FAA Mike Monroney Aeronautical Center
Attn: AMK-323, Reimbursable Project Team
P.O. Box 25082
Oklahoma City, OK 73125

The overnight mailing address is:
FAA Mike Monroney Aeronautical Center
Attn: AMK-323, Reimbursable Project Team
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: (405) 954-9585

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

WICHITA AIRPORT AUTHORITY
ATTN: John Oswald
2173 Air Cargo Road
Wichita, KS 67209
Telephone: 316-946-4715
Email: joswald@wichita.gov

D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.

E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be modified to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the modification cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse

the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Modifications

Changes and/or modifications to this Agreement will be formalized by a written modification that will outline in detail the exact nature of the change. Any modification to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent modification(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

A. This Agreement

B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the

functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14-2, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

FEDERAL AVIATION ADMINISTRATION		**WICHITA AIRPORT AUTHORITY**	
SIGNATURE	_____	SIGNATURE	_____
NAME	_____	NAME	_____
TITLE	Contracting Officer	TITLE	_____
DATE	_____	DATE	_____

Replace this page with “Sponsor Cost Form” per Article 6. Form should be filled out as much as possible prior to execution of agreement for RCT team use.