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**FINAL**  
**CITY COUNCIL**  
**CITY OF WICHITA**  
**KANSAS**

City Council Meeting  
09:00 a.m. May 10, 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 May 3, 2016

---

**AWARDS AND PROCLAMATIONS**

**Proclamations:**

Spay and Neuter  
Community Supporting Breastfeeding

**Awards:**

Hugo Wall School Mini MPA Graduates

**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

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**II. CONSENT AGENDA ITEMS 1 THROUGH 22**

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.)*

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**COUNCIL BUSINESS**

**III. UNFINISHED COUNCIL BUSINESS**

None

**IV. NEW COUNCIL BUSINESS**

1. **Community Event Resolution, Wild at Heart Outdoor Market.** (District V)

RECOMMENDED ACTION: Close the Public Hearing and adopt the Resolution to authorize a use not allowed by the Wichita-Sedgwick County Unified Zoning Code (UZC) at the Wild at Heart Outdoor Market event occurring at 1820 N. Tyler Road May, 14, 2016, June 11, 2016, and September 17, 2016 and approve the permits for the community events.

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**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.

**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

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**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

1. Approval of travel for Mayor Jeff Longwell to attend the Mayor's Institute on City Design, May 18-20, 2016, Oklahoma City, Oklahoma. (Expenses paid by the Mayor's Institute of City Design)

RECOMMENDED ACTION: Approve the travel.

**IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 22)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated May 9, 2016.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renew</u>	<u>2016</u>	<u>(Consumption off Premises)</u>
Phillip Near	Jump Start Stores Inc. ***	1535 East Pawnee
Tammy Quach	Phamily Express***	1203 East Pawnee
<u>Renew</u>	<u>2016</u>	<u>(Consumption on Premises)</u>
Michael Solomon	Auburn Hills Golf Course**	443 South 135th West

\*\*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. Consideration of Street Closures/Uses:

- a. Community Events - Colon Cancer Coalition Get Your Rear in Gear Wichita. (District VI)
- b. Community Events - Diva Dash 5K. (Districts I and IV)
- c. Community Events - Blessed Sacrament Parish Festival. (District I)

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

4. Design Services Agreements:

- a. Design Agreement for Sanitary Sewer Improvements to Serve Pearl Beach Addition. (District V)

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

5. Property Acquisitions:

- a. Partial Acquisition of 12 Crestview Lakes Drive 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, March 14, 2016  
Design Council, February 17, 2016  
Wichita Transit, February 19, 2016

RECOMMENDED ACTION: Receive and file.

7. Abatement of Dangerous and Unsafe Structures. (Districts I, II, III, IV and VI)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

8. Contracts and Agreements for April 2016.

RECOMMENDED ACTION: Receive and file.

9. Fidelity Bank Authorization Resolution.

RECOMMENDED ACTION: Adopt the resolution updating the list of individuals authorized to execute transactions with Fidelity Bank and authorize the necessary signatures.

10. Municipal Investment Pool Resolution Updating Authorizations.

RECOMMENDED ACTION: Adopt the resolution updating the list of individuals authorized to execute investment transactions within the Municipal Investment Pool and authorize the necessary signatures.

11. Weapons Disposition.

RECOMMENDED ACTION: Receive and file the list of weapons.

- 11a. Directive Regarding Ordinances 50-176 through 50-188.**

RECOMMENDED ACTION: Approve the Directive.

12. Second Reading Ordinances: (First Read May 3, 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.

13. \*SUB2015-00046 -- Plat of Harry's Landing Addition Located East of South Rock Road, on the North Side of East Harry Street. (District II)

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

14. \*SUB2016-00008 -- Plat of Allen Williams 2nd Addition Located on the Northeast Corner of South Hoover Street and West Pawnee Avenue, Extended. (District IV)

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

15. \*ZON2016-00009 – Zone Change from LI Limited Industrial to CBD Central Business District, Generally Located North of West Douglas and East of North Oak Street. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the requested Zone Change and place the ordinance on the first reading (simple majority vote).

16. \*ZON2016-00010 – Zone Change from LI Limited Industrial to CBD Central Business District, Generally Located North of West Douglas, at the Southwest Corner of West Pearl Street and North Handley Street, 117 N. Handley. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the requested Zone Change subject to staff recommended conditions and withhold publication of the ordinance until conditions are met (simple majority vote).

17. \*VAC2015-00054 - Request to Vacate Platted Complete Access Control on Property Generally Located North of East Central Avenue, on the East Side of North Webb Road Between East Chamberlin and East Von Thaden Streets. (District II)

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

18. \*VAC2015-00059 - Request to Vacate a Platted Utility Easement on Property Generally Located West of North Maize Road on the North Side of West 29th Street North and on the West Side of North Parkdale Circle. (District V)

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

19. \*VAC2016-00002 - Request to Vacate a Sewer Easement Dedicated by Separate Instrument and a Portion of Platted Setbacks on Property Generally Located West of Interstate Highway I-35 on the Southeast Corner of East 31st Street South and South Bluff Avenue. (District III)

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

20. \*VAC2016-00007 - Request to Vacate a Platted Utility Easement on Property Generally Located West of Interstate Highway I-35 and Southeast of the East 31st Street South and South Navajo Street Intersection. (District III)

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

## **II. CONSENT HOUSING AGENDA ITEMS**

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

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.

21. \*LeaseCorp Aviation, LLC - Commercial Hangar Operator Use and Lease Agreement - Wichita Dwight D. Eisenhower National Airport.

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

22. \*Platform Promotions, LLC - Grub & Groove Festival - Colonel James Jabara Airport.

RECOMMENDED ACTION: Approve the Special Events License and authorize the necessary signatures.

City of Wichita  
City Council Meeting  
May 10, 2016

**TO:** Mayor and City Council  
**SUBJECT:** Community Event Resolution, Wild at Heart Outdoor Market (District V)  
**INITIATED BY:** Division of Arts & Cultural Services  
**AGENDA:** New Business

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**Recommendation:** Adopt the Resolution to authorize a use not allowed by the Wichita-Sedgwick County Unified Zoning Code (UZC) at the Wild at Heart Outdoor Market event occurring at 1820 N. Tyler Road May 14, June 11, and September 17, 2016 and approve the permit for the community event.

**Background:** A community event application has been submitted for the Wild at Heart Outdoor Market, scheduled for May 14, June 11, and September 17, 2016 at 1820 N. Tyler Road as operated by Wild at Heart Women’s Boutique. The proposed events occur on private property and include two to three food trucks and approximately six non-food vendors. The proposed resolution is needed because the use of this event site does not comply with the Wichita-Sedgwick County Unified Zoning Code (UZC) due to the events having outdoor displays and sales and using offsite residentially-zoned properties for parking. In accordance with the City Code, a resolution is required authorizing the proposed noncompliant use and approving the permit for the community events. Upon the close of the public hearing, review of the application for the community events and consideration of the factors set forth in Section 3.11.080 of the City Code, the City Council shall determine if approval for the use not allowed and permits for the community events should be given.

This event has previously taken place on April 14, 2016. The surrounding area was not informed of the event because notification of neighbors is not a requirement if the event does not close public streets.

**Analysis:** Staff has reviewed the application for the community events with the proposed use not allowed by the UZC, and base upon the factors set forth in Section 3.11.080 of the City Code, finds that all of the criteria set forth therein have been met.

**Financial Consideration:** There are no financial considerations.

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

**Recommendation/Actions:** It is recommended that the City Council close the public hearing and adopt the Resolution to authorize a use not allowed by the Wichita-Sedgwick County Unified Zoning Code (UZC) at the Wild at Heart Outdoor Market event occurring at 1820 N. Tyler Road May 14, June 11, and September 17, 2016 and approve the permits for the community events.

**Attachments:** Resolution and Community Event Application for the Wild at Heart Outdoor Market.

(First Published in the Wichita Eagle on May 13, 2016)

RESOLUTION NO. 16-098

A RESOLUTION BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS APPROVING A COMMUNITY EVENT PERMIT APPLICATION FROM WILD AT HEART OUTDOOR MARKET, ALLOWING A COMMUNITY EVENT TO OCCUR WHICH HAS OUTDOOR DISPLAY AND SALES IN NEIGHBORHOOD RETAIL DISTRICT ZONING AND USING OFFSITE RESIDENTIALLY ZONED PROPERTIES FOR PARKING, BOTH IN VIOLATION OF THE REQUIREMENTS OF THE WICHITA-SEGWICK COUNTY UNIFIED ZONING CODE.

WHEREAS, the City recognizes that substantial community benefits may result from community events. They can provide neighborhood outreach, promote economic vitality, enhance community identity and contribute to cultural enrichment; and

WHEREAS, Wild at Heart Outdoor Market has applied for a community event permit pursuant to Chapter 3.11 of the Code of the City of Wichita. Said event is proposed to occur at 1820 N. Tyler Road on May 14, June 11, and September 17, 2016, from 9:00 a.m. to 4:00 p.m. on each of these dates, which are Saturdays; and

WHEREAS, the proposed event will provide a venue and opportunity for merchants to exhibit and vend their wares and prepared food to the public, creating an inviting atmosphere for the promotion of small and emerging businesses on a limited property; and

WHEREAS, the proposed event site does not meet the requirements of the Wichita-Sedgwick County Unified Zoning Code due to the event having outdoor display and sales in Neighborhood Retail District zoning and using offsite residentially zoned properties for parking. The approval of this event is desirable to accommodate the type of event, the activities occurring at the event and to provide parking for the event; and

WHEREAS, pursuant to Section 3.11.090(h) of the Code of the City of Wichita, Kansas, a proposed community event may not violate any law of the City of Wichita, State of Kansas or of

the United States, provided, however, a community event permit may be approved, and a use not allowed by the Wichita-Sedgwick County Unified Zoning Code may be permitted to proceed, if approved by the City Council after a public hearing regarding the same and for a duration not exceeding a total of ten (10) calendar days; and

WHEREAS, the proposed event does not otherwise present a safety, noise or traffic hazard and will not create any other public safety concern in or through the area; and

WHEREAS, the proposed application on file for this event will be subject to review by the Community Event Committee pursuant to Chapter 3.11 of the Code of the City of Wichita, with no other issues anticipated which would impede such approval.

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

1. A public hearing having been held as required by Section 3.11.090 (h) of the Code of the City of Wichita, the community event permit shall be approved for the Wild at Heart Outdoor Market event to occur at 1820 N. Tyler Road on May 14, June 11, and September 17, 2016, from 9:00 a.m. to 4:00 p.m. on each date, which is outside the provisions of Article III, Section B.13.b(3) and Article IV, Section A.10.c of the Wichita-Sedgwick County Unified Zoning Code.
2. All events and activities to be held at the Wild at Heart Outdoor Market event site will be subject to approval by the Community Event Committee pursuant to Chapter 3.11 of the Code of the City of Wichita.
3. This resolution shall be effective upon adoption by City Council.

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

this 10<sup>th</sup> day of May, 2016.

---

Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to form:

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Jennifer Magaña, City Attorney and  
Director of Law

Wichita, Kansas  
May 9, 2016  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> 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 Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting date May 2, 2016, were read and on motion approved.

Bids were opened May 6, 2016, pursuant to advertisements published on:

**Bridge Rehabilitation, Pawnee Avenue, Arkansas River ( Pawnee, east of McLean) 472-84922 (71526)**

Defer one week

**Water Distribution System in 127th Street north of Pawnee (north of Pawnee, west of 127th Street East) (448-90640/635829/754075) Traffic to be maintained during construction using flagpersons and barricades. (District II)**

Nowak Construction - \$70,172.80

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

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:  
Tricycle Type Street Sweepers.**

Defer one week

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:Re-Roof Museum of World Treasures.**

Defer one week

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

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

On motion the Board of Bids adjourned.

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Marty Strayer, Administrative Assistant  
Department of Public Works

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Janis Edwards, CMC  
Deputy City Clerk

**FORMAL BID REPORT**

**TO:** Robert Layton, City Manager  
**DATE:** May 9, 2016

**ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**

**May 6, 2016**

Bridge Rehabilitation, Pawnee Avenue, Arkansas River (Pawnee, east of McLean) – Public Works & Utilities  
Department/Engineering Division (Defer to May 16, 2016)

Water Distribution System to serve 127<sup>th</sup> Street, north of Pawnee – Public Works & Utilities  
Department/Engineering Division

**Nowak Construction**

**\$70,172.80**

**PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER**

**May 6, 2016**

Tricycle Type Street Sweepers – Public Works & Utilities Department/Fleet & Facilities Division  
(Defer to May 16, 2016)

Re-Roof Museum of World Treasures – Public Works & Utilities Department/Fleet & Facilities Division  
(Defer to May 16, 2016)

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



Melinda A. Walker  
Purchasing Manager

**PAVING BID TABULATION SUMMARY**

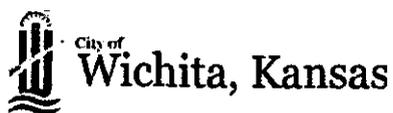
BOARD OF BIDS - May 6, 2016

**RQ640561**

<b>FB640090</b>		<b>Engineer's Construction Estimate</b>	<b>Wildcat Construction Co. Inc.</b>	<b>Barkley Construction</b>	<b>Comejo &amp; Sons, LLC</b>
<b>Bridge Rehabilitation, Pawnee Ave., Arkansas River</b>			\$2,442,437.00		
	<b>BID BOND</b>		X		
<b>(Pawnee, east of McLean)</b>	<b>ADDENDA</b>	2			
<b>472-84922 (715726)</b>					
		<b>Engineer's Construction Estimate</b>	<b>Dondlinger &amp; Sons</b>	<b>Kansas Paving Company</b>	
<b>Bridge Rehabilitation, Pawnee Ave., Arkansas River</b>					
	<b>BID BOND</b>				
<b>(Pawnee, east of McLean)</b>	<b>ADDENDA</b>	2			
<b>472-84922 (715726)</b>					
		<b>Engineer's Construction Estimate</b>			
<b>Bridge Rehabilitation, Pawnee Ave., Arkansas River</b>					
	<b>BID BOND</b>				
<b>(Pawnee, east of McLean)</b>	<b>ADDENDA</b>	2			
<b>472-84922 (715726)</b>					
		<b>Engineer's Construction Estimate</b>			
<b>Bridge Rehabilitation, Pawnee Ave., Arkansas River</b>					
	<b>BID BOND</b>				
<b>(Pawnee, east of McLean)</b>	<b>ADDENDA</b>	2			
<b>472-84922 (715726)</b>					
<b>DEFER 1 WEEK</b>					

CHECKED BY:     JP      
 REVIEWED BY:     PS





**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:** FB640055      **Tricycle Type Street Sweepers**      **Close Date/Time:** 5/6/2016 10:00 AM CST

**Solicitation Type:** Formal Bid

[Return to the Bid List](#)

**Award Method:** Aggregate Cost

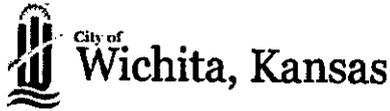
**Department:** Public Works Fleet & Facilities

**Responses:** 4

Vendors	Complete	Bid Total	City Comments
VICTOR L PHILLIPS COMPANY	In-Complete	\$0.00	Defer to 05/16/2016 Public Works & Utilities Department/Fleet & Facilities Division
THE LARSON GROUP INC	Partial	\$325,900.00	
SELLERS EQUIPMENT INC	Partial	\$368,308.00	
KEY EQUIPMENT & SUPPLY CO	Partial	\$400,000.00	

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**BID RESULTS**

[Registration](#)

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

**Vendor Group Line**

**Solicitation:** FB640088 **Re-Roof Museum of World Treasures** **Close Date/Time:** 5/6/2016 10:00 AM CST

**Solicitation Type:** Formal Bid

[Return to the Bid List](#)

**Award Method:** Aggregate Cost

**Department:** Public Works Fleet & Facilities

**Responses:** 5

Vendors	Complete	Bid Total	City Comments
RHODEN ROOFING LLC	Complete	\$113,868.00	Defer to 5-16-16 Public Works & Utilities Dept/Fleet & Facilities Division
ROOF MECHANICS INC	Complete	\$132,070.00	
AARON PARSONS PAINTING, LLC	Complete	\$133,120.00	
GWALTNEY INCORPORATED	Complete	\$134,605.00	
TR MANAGEMENT INC dba	Complete	\$147,900.00	

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City of Wichita  
City Council Meeting  
May 10, 2016

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Colon Cancer Coalition Get Your Rear in Gear Wichita (District VI)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closure.

**Background:** In accordance with the Community Events procedure, the event promoter JJ Sorochty, Colon Cancer Coalition, is coordinating the Get Your Rear in Gear Wichita with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Colon Cancer Coalition Get Your Rear in Gear Wichita May 29, 2016 5:00 pm – 10:00 pm**

- East First Street North, North Mosley Street to McLean Boulevard

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

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

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

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

City of Wichita  
City Council Meeting  
May 10, 2016

**TO:** Mayor and City Council  
**SUBJECT:** Community Events – Diva Dash 5K (Districts I and IV)  
**INITIATED BY:** Division of Arts & Cultural Services  
**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closure.

**Background:** In accordance with the Community Events procedure, the event promoter John Muir, Wichita Running Company, is coordinating the Diva Dash 5K with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Diva Dash 5K May 21, 2016 7:30 am – 10:00 am**

- WaterWalk Place, South Water Street to South Wichita Street
- South Wichita Street, West Waterman Street to West Dewey Street
- West Lewis Street, South Wichita Street to South McLean Boulevard
- South McLean Boulevard, West Lewis Street to West Harry Street
- West Harry Street, South McLean Boulevard to South Walnut Street
- South Walnut Street, Walker West Street to West Harry Street
- Walker West Street, South Walnut Street to South McLean Boulevard

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

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

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

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

City of Wichita  
City Council Meeting  
May 10, 2016

**TO:** Mayor and City Council  
**SUBJECT:** Community Events – Blessed Sacrament Parish Festival (District I)  
**INITIATED BY:** Division of Arts & Cultural Services  
**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closures.

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

**Analysis:** The following street closure request has been submitted:

**Blessed Sacrament Parish Festival June 4, 2016 5:00 pm – 11:00 pm**

- North Quentin Street, Douglas Avenue to First Street

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

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

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

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

City of Wichita  
City Council Meeting  
May 10, 2016

**TO:** Mayor and City Council

**SUBJECT:** Design Agreement for Sanitary Sewer Improvements to Serve Pearl Beach Addition (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the design agreement.

**Background:** On December 22, 2015 and February 16, 2016, the City Council approved petitions for sanitary sewer improvements to serve Pearl Beach Addition, located south of 29th Street North, east of Hoover Road.

**Analysis:** The proposed agreement between the City and Baughman Company, P.A., provides for design of the improvements. In accordance with Administrative Regulation 1.10, Baughman Company, P.A. is an engineering consultant upon whom the City and developer mutually agree for this work, and, as this firm provided the preliminary engineering services for the platting of the subdivision, can expedite plan preparation.

**Financial Considerations:** The design fee for the improvements is \$74,000. Funding is available within the existing budgets, approved by the City Council on December 22, 2015 and February 16, 2016, and is funded by a combination of special assessments and the Sewer Utility.

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

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

**Attachment:** Design agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

PEARL BEACH ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

**MAIN 25** serving Lots 1 through 33, Block A and Lots 1 through 21, Block B; Pearl Beach Addition (south of 29<sup>th</sup> Street North, east of Hoover) (Project No. 468-85046\_744412).

**LATERAL 550** serving Lots 1 through 33, Block A and Lots 1 through 21, Block B; Pearl Beach Addition (south of 29<sup>th</sup> Street North, east of Hoover) (Project No. 468-85087\_744411).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Pearl Beach Addition and to perform the project tasks outlined in the SCOPE OF SERVICES (Exhibit "A").

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in Exhibit "A".
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this agreement.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below, EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

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

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the project now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit "A".

- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

**IV. PAYMENT PROVISIONS**

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the not to exceed fee amount specified below:

Project No. 468 85046	\$ 34,200.00
Project No. 468 85087	<u>\$ 39,800.00</u>
<b>TOTAL</b>	<b>\$ 74,000.00</b>

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

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

**V. THE PARTIES HERETO MUTUALLY AGREE:**

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the project.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this agreement, that it is not intended by any of the provisions of any part of this agreement to create the public or any member thereof a third party

beneficiary hereunder, or to authorize anyone not a party to this agreement to maintain a suit for damages pursuant to the terms or provisions of this agreement.

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

BY ACTION OF THE CITY COUNCIL

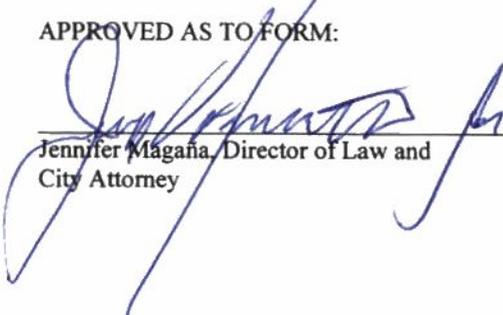
\_\_\_\_\_  
Jeff Longwell, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Mágina, Director of Law and  
City Attorney

BAUGHMAN COMPANY, P.A.

  
\_\_\_\_\_  
N. Brent Wooten

President

**EXHIBIT "A"**

**SCOPE OF SERVICES**

Pearl Beach Addition  
(south of 29<sup>th</sup> Street North, east of Hoover)  
(Project Nos. 468-85046, 468-84087)

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1 to Exhibit "A".

In connection with the services to be provided, the ENGINEER shall:

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the project limits prior to the ENGINEER conducting the field survey for the project. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per Attachment No. 1 to Exhibit "A".
3. Soils and Foundation Investigations. The CITY may authorize ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of the Testing Laboratory's work. If required the cost of soils and boring investigations shall be prepared as a supplemental agreement between City of Wichita and the ENGINEER. This may be required for bridges, structures, retaining walls and other locations.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Plans & Specifications. Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the CITY's Master Bid Item List. Engineering plans will include incidental drainage where required and permanent traffic signing. The project's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1 to Exhibit "A". The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Landscaping. Where landscaping may be required along arterial streets, ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the Consultants' Design Team.

8. **Property Acquisition.** Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.
9. **Utility Coordination.** Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic"). ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A"**, also available on the City's FTP site) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified). When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
10. **Staking Information.** All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.
11. **Shop Drawings.** All shop drawings submitted by the contractor for the project shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
12. **Public Meeting.** The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
13. **New Right-of-Way Monumentation.** The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
14. **Section Corner Monuments.** The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.
15. **Permits.** The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.
16. **Project Milestones.** The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below, EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

Field Check Plans and an estimate for the project due by N/A.

Office Check Plans and an estimate for the project due by April 6, 2016

Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by May 5, 2016

## Attachment No. 1 to Exhibit "A" – Scope of Services

### Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

### Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita  
Storm Water Division  
455 N. Main 8<sup>th</sup> Floor  
Wichita, KS 67202

**THIS INCLUDES ALL PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.**

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must also include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate. Bidding erosion control as "1 LS" is not allowed.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

**Attachment No. 2 to Exhibit "A" – CIP Scope of Services**

**Required Plan Coordinate Information**

**Arterial Street Projects & Infill (Existing Neighborhoods)**

**I. SANITARY SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

**II. WATER LINE**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

**III. STORM SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet AND center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

**IV. PAVING**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

**THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.**

## **Sub-Division Projects**

### **I. SANITARY SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of manholes
- back and/or front lot corners for specifically referenced easement grading, outside that included in mass grading projects; include coordinates for vertical P.I. locations not at lot corners
- end of manhole stubs (when longer than five feet)

### **II. WATER DISTRIBUTION SYSTEM**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

### **III. WATER SUPPLY LINE**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

### **IV. STORM SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet AND center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

### **V. MASS GRADING**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

- all lot corners
- any grade breaks between front & rear lot corners
- high points/low points within drainage easements
- street area
  - centerline @ 100' Sta on tangent sections
  - pc/pt points & 50' along curves
- special drainage swales
  - pc/pt points, pi's & 50' Sta in between
- ponds
  - any grades breaks between pond bottom and rear property line
  - pc/mid radius/pt around pond curves
- for irregular shaped lots (mainly commercial or industrial developments) provide TTN file.

## **VI. PAVING**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

**In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.**

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves.
- **ELEVATION SHALL BE TO TOP OF ROCK BASE.**
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Flow line elevations for manhole stubs
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

**Attachment No. 3 to Exhibit "A" – Scope of Services**

Project Name

**Utility Location Verification Non-CIP Project**

Projected Bid Date:

UTILITY: \_\_\_\_\_ Checked by \_\_\_\_\_ on \_\_\_\_\_

**Utility Location:**

- None in Project Limits       In Project Limits, No Relocation Necessary  
 Utility will need to relocate       Other (please describe)

**Briefly Describe Type and Location of Facilities within Project:**

\_\_\_\_\_  
\_\_\_\_\_

Estimate Time for Relocation:  < 3 months  3-6 months  6-9 months  > 9 months

Weather Sensitive:  Yes  No If yes, please explain: \_\_\_\_\_

**Utility Plan Review:**

- Correct as Shown  Corrections needed  Attachments provided for Consultant

**Corrections necessary on plan sheets:**

\_\_\_\_\_  
\_\_\_\_\_

Additional Information requested from Consultant: \_\_\_\_\_

\_\_\_\_\_

Please email this form on or before  to:

**If relocation is necessary:**

Estimated clear date: \_\_\_\_\_

Completed by \_\_\_\_\_ (utility representative) on \_\_\_\_\_ (date)

**Upon completion of relocation:**

Relocation complete on: \_\_\_\_\_

Completed by \_\_\_\_\_ (utility representative) on \_\_\_\_\_ (date)

Attachment No.4 to Exhibit "A" - Scope of Services

<p><b>Weslar (Distribution)</b></p>	<p>Location in Project: (Describe Existing Facilities)</p>	<p>Relocation Needs:</p>	<p>Comments:</p>
<p><b>Weslar (Transmission)</b></p>	<p>Location in Project: (Describe Existing Facilities)</p>	<p>Relocation Needs:</p>	<p>Comments:</p>

<p><b>ICES</b></p>
<p><b>Location in Project:</b> (Describe Existing Facilities)</p>
<p><b>Relocation Needs:</b></p>
<p><b>Comments:</b></p>
<p><b>Black Hills</b></p>
<p><b>Location in Project:</b> (Describe Existing Facilities)</p>
<p><b>Relocation Needs:</b></p>
<p><b>Comments:</b></p>
<p><b>AT&amp;T</b></p>
<p><b>Location in Project:</b> (Describe Existing Facilities)</p>
<p><b>Relocation Needs:</b></p>
<p><b>Comments:</b></p>

City of Wichita  
City Council Meeting  
May 10, 2016

**TO:** Mayor and City Council

**SUBJECT:** Partial Acquisition of 12 Crestview Lakes Drive for the 21<sup>st</sup> 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 East 21<sup>st</sup> and North 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 project requires 1,606 square feet of right-of-way from the property at 12 Crestview Lakes Drive as well as a 204 square-foot temporary easement. The project will require the removal of site fencing, automatic gate, security system, nine mature oak trees, landscaping, and site irrigation.

**Analysis:** The property was valued at \$75,000. This consists of an appraised value for the land of \$4,500 (\$2.80 per square foot), \$59,000 for the value of the trees, and \$11,500 for cost to remediate the impact on fencing, irrigation and other site amenities. The owner agreed to accept \$100,000 for the area required for the project, plus the loss of trees and damage to site improvements.

**Financial Considerations:** The funding source for the project is general obligation bonds. A budget of \$101,000 is requested. This includes \$100,000 for the acquisition 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 real estate agreement; approve the budget; and authorize any necessary signatures.

**Attachments:** Real estate purchase agreement and tract map.

## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this \_\_\_ day of \_\_\_\_\_, 2016 by and between Ulysess L. Gooch, 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 convey to the Buyer by warranty deed 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 Lot 12, Block 2, Crestview Lakes, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

Beginning at the Southeast corner of said Lot 12, Block 2, Crestview Lakes, Sedgwick County, Kansas; thence West along the South line of said Lot 20 feet; thence Northeasterly 162.13 feet to the East line of said Lot; thence South along said East line 160.62 feet to the Point of Beginning.

Said parcel contain 1,606 sq. ft.

Together with a temporary construction easement for two (2) years on the following described property:

A parcel of land lying in Lot 12, Block 2, Crestview Lakes, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

Commencing at the Southeast corner of said Lot 12, Block 2, Crestview Lakes, Sedgwick County, Kansas; thence North along the East line of said Lot, 12.5 feet; thence West perpendicular to said East line, 18.4 feet to the Point of Beginning; thence continuing West perpendicular to said East line 6.6 feet; thence North parallel with said East line, 25.0 feet; thence East perpendicular to said East line, 9.7 feet; thence Southwesterly 25.2 feet to the Point of Beginning.

Said parcel contain 204 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 Thousand Dollars and No/100 (\$100,000) in the manner following, to-wit: cash at closing.

It is understood and agreed that the above stated consideration for said real estate is in full payment of above described tract of land and all damages arising from the transfer of said property and its use for the purposes above set out including any costs associated with fencing, security systems, trees, landscaping, irrigation and any other items in the acquisition area.

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 May 15, 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 at closing.
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. The parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.
11. 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:**



Ulysess L. Gooch

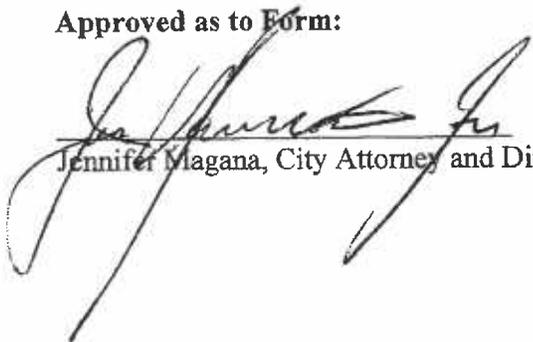
**BUYER:**

\_\_\_\_\_  
Jeff Longwell, Mayor

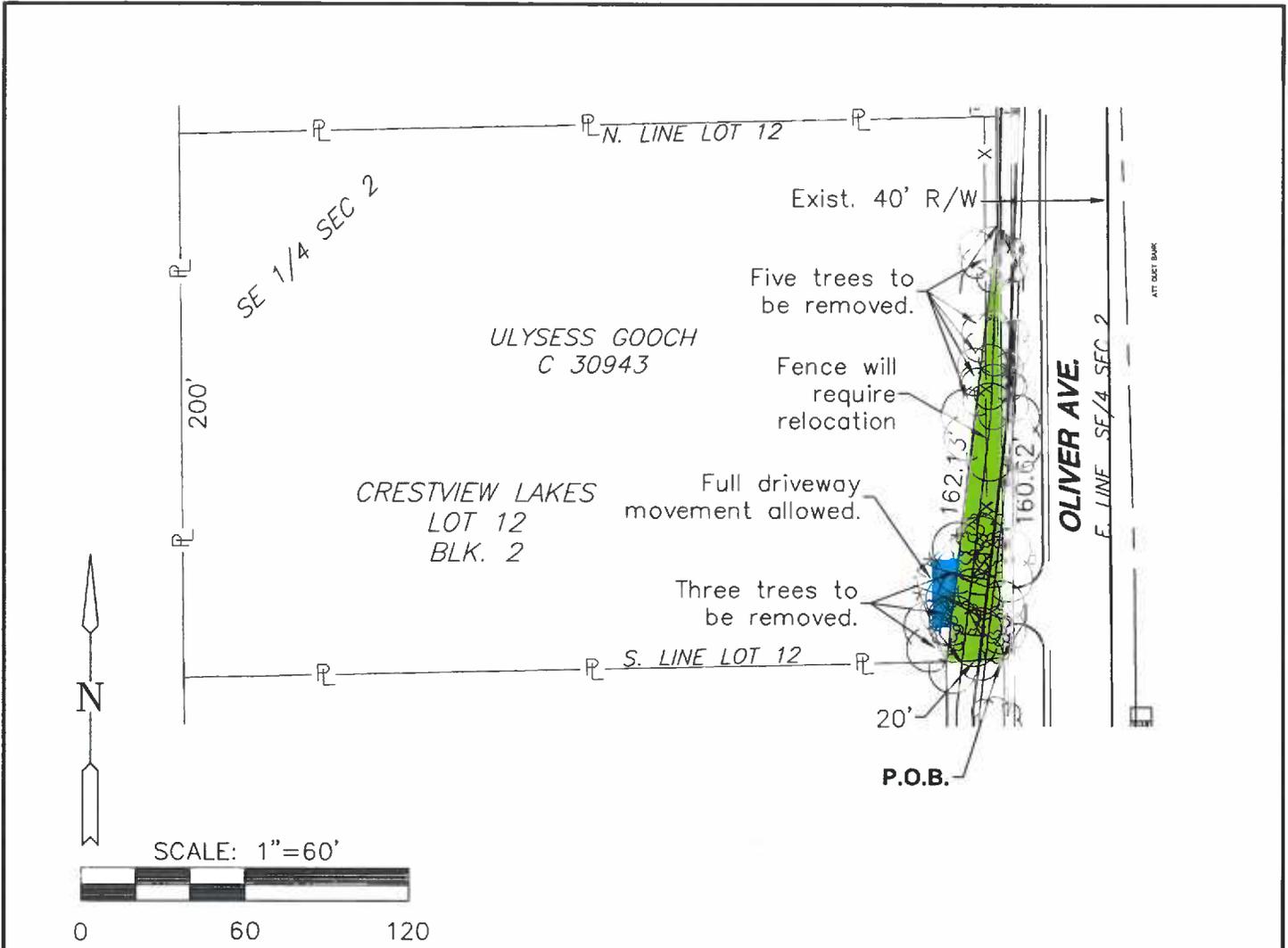
**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

**Approved as to Form:**



\_\_\_\_\_  
Jennifer Magana, City Attorney and Director of Law



**LEGAL DESCRIPTION:**

A parcel of land lying in Lot 12, Block 2, Crestview Lakes, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

Beginning at the Southeast corner of said Lot 12, Block 2, Crestview Lakes, Sedgwick County, Kansas; thence West along the South line of said Lot 20 feet; thence Northeasterly 162.13 feet to the East line of said Lot; thence South along said East line 160.62 feet to the Point of Beginning.

Said parcel contain 1,606 sq. ft.

**OWNER:**

ULYSSESS GOOCH  
12 CRESTVIEW LAKES EST.  
WICHITA, KS 67220-2914

**PROPERTY IDENTIFICATION:**

C 30943

**LEGEND:**

P.O.B. – Point of Beginning

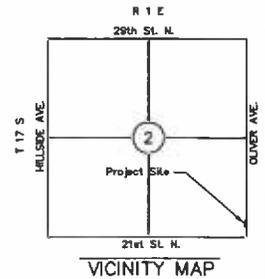


Right of Way Acquisition  
= 1,606 sq. ft.

Excluding existing right of way.



Temporary Construction Easement



THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

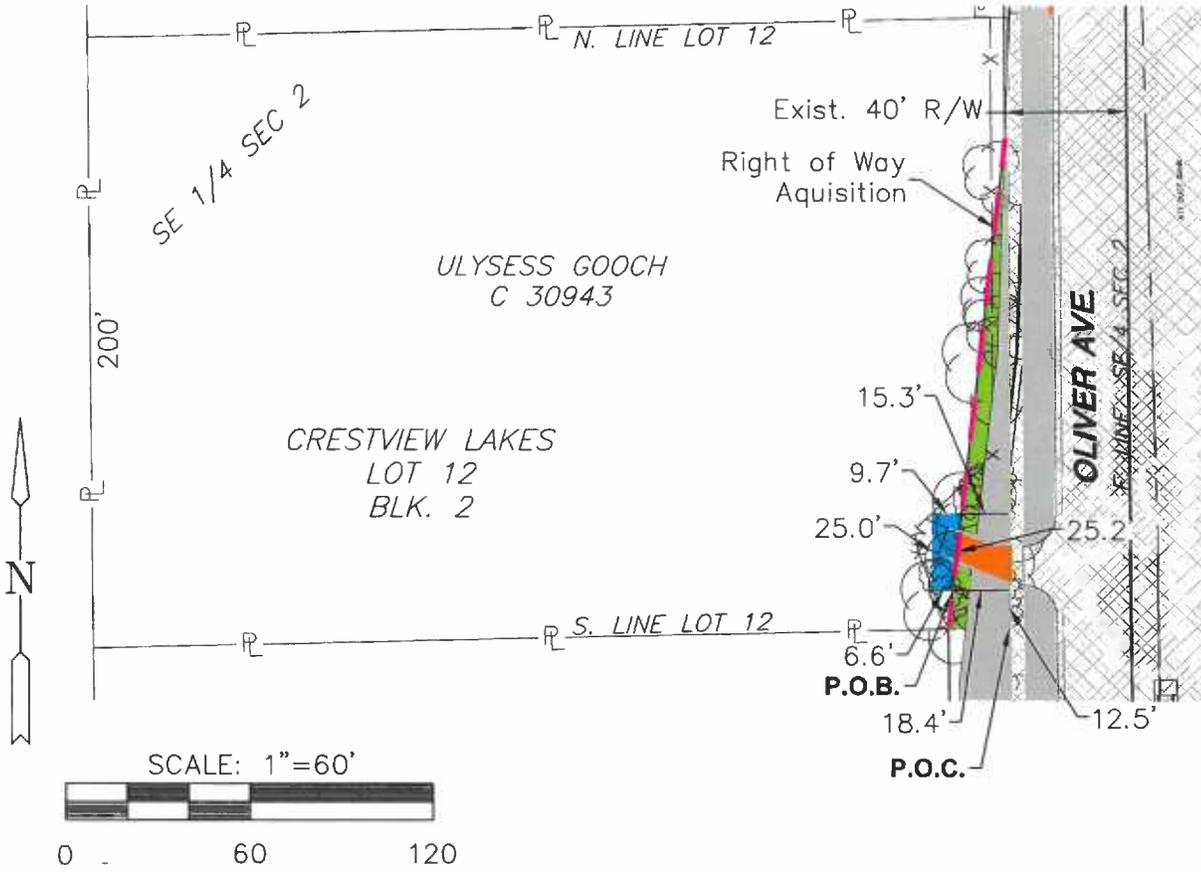
NO.	REVISION	DATE

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<b>COW - 21st &amp; OLIVER RIGHT OF WAY AQUISITION TRACT MAP 3A</b>		
PROJECT NO. 1501040178	DATE: OCTOBER 2015	SHEET NO.
DRAWN BY: DSN	DESIGNED BY: JA	APPROVED BY: JCM
		<b>1 OF 1</b>

J:\PROJECTS\2015\1501040178\_COW\_21ST & OLIVER\04\_SURVEY\DWG\15178 TRACT MAP NW COR 21ST\_OLIVER.DWG



**LEGAL DESCRIPTION:**

A parcel of land lying in Lot 12, Block 2, Crestview Lakes, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

Commencing at the Southeast corner of said Lot 12, Block 2, Crestview Lakes, Sedgwick County, Kansas; thence North along the East line of said Lot, 12.5 feet; thence West perpendicular to said East line, 18.4 feet to the Point of Beginning; thence continuing West perpendicular to said East line 6.6 feet; thence North parallel with said East line, 25.0 feet; thence East perpendicular to said East line, 9.7 feet; thence Southwesterly 25.2 feet to the Point of Beginning.

Said parcel contain 204 sq. ft.

**OWNER:**

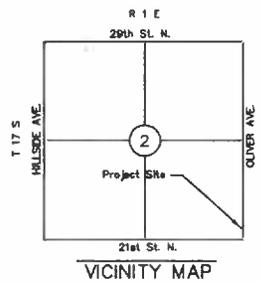
ULYSSESS GOOCH  
12 CRESTVIEW LAKES EST.  
WICHITA, KS 67220-2914

**PROPERTY IDENTIFICATION:**

C 30943

**LEGEND:**

- P.O.C. – Point of Commencement
- P.O.B. – Point of Beginning
- Right of Way
- Temporary Construction Easement = 204 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

©2015 MKEC Engineering All Rights Reserved 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.		 <b>MKEC</b> 411 N. Webb Rd., Wichita, KS 67206 316.684.8600		<b>COW - 21st &amp; OLIVER</b> <b>TEMPORARY CONSTRUCTION EASEMENT</b> <b>TRACT MAP 3B</b>	
PROJECT NO. 1501040178	DATE: OCTOBER 2015	SHEET NO.		1 OF 1	
DRAWN BY: DSN	DESIGNED BY: JA	APPROVED BY: JCM			

City of Wichita  
City Council Meeting  
May 10, 2016

**TO:** Mayor and City Council

**SUBJECT:** Abatement of Dangerous and Unsafe Structures (Districts I, II, III, IV and VI)

**INITIATED BY:** Metropolitan Area Building and Construction Department

**AGENDA:** Consent

---

**Recommendation:** Approve the assessments and place the ordinances on first reading.

**Background:** The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board-up and secure private property that is in violation of housing and/or building code standards after proper notification of the responsible party/parties. A private contractor or City staff performs the work and the MABCD bills the cost to the property owner.

**Analysis:** State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board-up abatements in question and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

**Financial Considerations:** Statements of Charges will be mailed to the property owners on May 20, 2016. The property owners have 30 days from the date of the statement to pay the assessment and avoid paying interest. If unpaid, the principal and interest will then be spread for one year and placed on the 2016 tax roll.

**Legal Considerations:** The ordinances have been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

**Attachments:** Property List for Special Assessments and Ordinances

<u>PIN #</u>	<u>Geo Code#</u>	<u>Location</u>		<u>Amount</u>	<u>District #</u>
00106731	A 06442	116-118 W Zimmerly	demolition	\$12,434.77	III
00134875	C 00213	344 N Piatt	demolition	\$10,889.00	I
00174611	C 29260	2671 S Fees	demolition	<u>\$19,735.00</u>	III
			Total	\$43,058.77	

<u>PIN #</u>	<u>Geo Code#</u>	<u>Location</u>		<u>Amount</u>	<u>District #</u>
00100337	A 01080	1125 N Waco Ave	board up	\$190.17	VI
00122039	B 032830001	1202 N Mathewson Ave	board up	\$115.73	I
00130471	B 10232	2002 S Greenwood Ave	board up	\$198.62	III
00135921	C 00833	1141 N Madison Ave	board up	\$192.92	I
00136069	C 009430001	1303 N Ash Ave	board up	\$139.73	I
00152933	C 08303	1134 S Hydraulic Ave	board up	\$177.77	I
00172451	C 27019	8027 E Lynwood Blvd	board up	\$182.49	II
00205575	D 0540600AA	517 W Hendryx Ave	board up	<u>\$143.00</u>	IV
			Total	\$1,340.43	

\_\_\_\_ Published in the Wichita Eagle on May 20, 2016

**ORDINANCE NO. 50-250**

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING CONDEMNATION-DEMOLITION )** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

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

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

<b>Legal of Parcel in Benefit District</b>	<b>Assessment</b>
LOTS 94-96 & N 4.07 FT LOT 98 WATER ST. FEGTLY'S ADD.	12,434.77
LOT 56 & N1/2 LOT 58 BUTLER & FISHER'S SUB.	10,889.00
LOT 12 BLOCK O PLANEVIEW SUB NO. 1	19,735.00

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2016** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **17th day of May, 2016.**

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

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Jennifer Magana, City Attorney and Director of Law

\_\_\_\_ Published in the Wichita Eagle on May 20, 2016

ORDINANCE NO. 50-251

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE BOARDING-UP AND SECURING OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (**BUILDING EMERGENCY BOARD-UP**) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

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

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of boarding-up and securing certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

Legal of Parcel in Benefit District	Assessment
N 1/2 LOT 1016 & LOTS 1018-1020 WACO AVE. GREIFFENSTEIN'S 8TH. ADD.	190.17
LOTS 189-191 GRANVILLE PARK ADD.	115.73
LOT 22 & W1/2 ALLEY ADJ ON E BODINES ADD.	198.62
LOTS 13-15 NORRIS SUB.	192.92
LOT 42 EXC N 15 FT - ALL LOTS 44- 46-48 TILFORD NOW ASH ST. ELEVENTH ST. ADD.	139.73
LOTS 18-20 & 1/2 VAC ALLEY ADJ HYDRAULIC AVE D B MEYER ADD	177.77
LOT 19 BLOCK 2 BONNIE BRAE ADD.	182.49
LOTS 8-9 ELMDALE ADD.	143.00

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2016** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **17th day of May, 2016.**

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

---

Jennifer Magana, City Attorney and Director of Law

**CONTRACTS & AGREEMENTS  
BLANKET PURCHASE ORDERS RENEWAL OPTIONS  
APRIL 2016**

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Bicycle Services: Parts & Repairs	4/30/2017	MJS Enterprises Inc. DBA Bicycle X Change Shops	Police	5/1/1998 - 4/30/1999	Annual basis
Deionized Water	4/30/2017	Hall's Culligan Water Conditioning, Inc.	Public Works & Utilities	5/1/2015 - 4/30/2016	1 - 1 year option
Electronic Equipment Removal & Proper Disposal	4/30/2017	International Electronics Recyclers, LLC	IT / IS	5/1/2015 - 4/30/2016	3 - 1 year options
Filter Fly Control Chemicals	4/30/2017	Adapco, Inc.	Public Works & Utilities	5/13/2003 - 4/30/2004	Annual basis
Filters: Miscellaneous Air, Fuel & Oil	4/30/2017	Pooman Automotive Warehouse	Various	5/1/2014 - 4/30/2015	Last option
Firefighter Protective Clothing - Coats and Pant Sets, Harness/Belt, Hoods, Helmets (Groups 2, 3, 4 & 5)	4/30/2016	Municipal Emergency Services, Inc. dba MES-MIDAM	Fire	4/23/2013 - 4/30/2014	2 - 1 year options
Firefighter Protective Clothing - Group 1	4/30/2017	Morning Pride Mfg. dba Honeywell First Responder	Fire	4/23/2013 - 4/30/2014	1 - 1 year option
Firefighter Protective Clothing - Group 6	4/30/2017	All Hands Fire Equipment	Fire	4/23/2013 - 4/30/2014	1 - 1 year option
Fuel (Fleet) Credit Cards	4/30/2017	Wright Express Financial Services Corporation	Police/Public Works & Utilities	6/28/2012 - 4/30/2014	Annual basis
Glass - Window and Plate	4/30/2017	Wickham Industries, Inc.	Various	5/1/2015 - 4/30/2016	1 - 1 year option
Grounds Maintenance at Brooks Landfill, Chapin LFG Collection, and John's Sludge Pond	4/30/2017	D&R Mowing Services, L.L.C.	Public Works & Utilities	5/7/2013 - 4/30/2014	2 - 1 year options
Hydrogen Peroxide (Bulk Delivery)	4/30/2017	Brenntag Southwest, Inc.	Public Works & Utilities	5/6/2014 - 4/30/2015	Last option
Janitorial Services for Greenway Manor, McLean Manor, Rosa Gragg Clubhouse and Bernice	4/30/2017	Stephens Industries Inc dba Air Capital Building Maintenance Company	Housing & Community Services	5/1/2014 - 4/30/2015	Last option
Legal Services related to City's Police Claims	4/14/2017	Fisher, Patterson, Sayler & Smith LLP	Law	4/15/2013 - 4/14/2014	Last option
Paint-Airfield Traffic Line	4/30/2017	Ennis Paint, Inc. dba Ennis Traffic Safety Solutions	Airport	5/1/2014 - 4/30/2015	Last option
Pool Chemicals	4/30/2016	Leslie's Poolmart, Inc. dba Leslie's Swimming Pool Supplies	Park & Recreation	5/1/2014 - 4/30/2015	1 - 1 year option
Police Cycling Helmets & Gloves	4/30/2016	MJS Enterprises, Inc. dba Bicycle X-Change	Police	5/1/2003 - 4/30/2004	Annual basis
Security Services - Downtown Transit Center	4/30/2016	Universal Protection Service, LLC	Wichita Transit	5/1/2013 - 4/30/2014	Last option
Tire Repair & Service	4/30/2017	Wiechman-Bush Tires, Inc.	Various	5/1/2015 - 4/30/2016	1 - 1 year option
Uniform Rental for Public Works & Utilities	4/30/2016	Aramark Uniform & Career Apparel Group, Inc. dba Aramark Uniform Services	Public Works & Utilities	3/1/2015 - 2/29/2016	2 - 1 year options
Uniform Rental- Sewage Treatment	4/30/2016	Aramark Uniform & Career Apparel Group, Inc. DBA Aramark Uniform Services	Public Works & Utilities	3/1/2015 - 2/29/2016	4 - 1 year options
Valley Center Solids Handling Agreement with City of Wichita	4/30/2017	City of Valley Center	Public Works & Utilities	5/1/2014 - 4/30/2015	Last option

**PROFESSIONAL CONTRACTS UNDER \$50,000  
APRIL 2016**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
MKEC Engineering Inc.	PO640364	Engineering Consulting	31,350.00		
Baughman Co.	PO640366	Engineering Consulting	42,900.00		

**ANNUAL MAINTENANCE CONTRACTS OVER \$50,000  
DIRECT PURCHASE ORDERS FOR APRIL 2016**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Infor (US), Inc.	DP640211	Software Maintenance/Support	\$91,948.29		

City of Wichita  
City Council Meeting  
May 10, 2016

**TO:** Mayor and City Council  
**SUBJECT:** Fidelity Bank Authorization Resolution  
**INITIATED BY:** Department of Finance  
**AGENDA:** Consent

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**Recommendations:** Adopt the resolution and authorize the necessary signatures.

**Background:** The City utilizes Fidelity Bank to process and service Neighborhood Improvement Revolving Loan program transactions. This program provides loan assistance for the purposes of historic preservation, rehabilitation and restoration, as well as rehabilitation of owner-occupied and rental homes.

**Analysis:** Michelle Law has been appointed as the Treasurer/Finance Manager, assuming responsibilities from the Interim Treasurer/Finance Manager, Rob Raine. This staff change requires the update of the authorizing resolution related to the accounts held with Fidelity Bank. The authorizing resolution delegates individual authority with respect to specific banking transactions to ensure the proper segregation of duties and adequate internal controls.

**Financial Considerations:** There are no financial considerations in connection with the changes to the resolutions.

**Legal Considerations:** The resolution has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council adopt the resolution updating the list of individuals authorized to execute transactions with Fidelity Bank and authorize the necessary signatures.

**Attachment:** Resolution

**City of Wichita Authorization Resolution No. 16-099**

Fidelity Bank  
 100 E. English  
 Wichita, KS 67202  
 Referred to as Financial Institution

By:  
 City of Wichita  
 332 Riverview Street  
 Wichita, KS 67203  
 Referred to as Municipal Corporation

<u>Account Number</u>	<u>Account Name</u>
0060014463	Historical Loan Revolving Account
0060014471	Direct Loan Revolving Account
9060011079	Rental Rehab Program

I, Karen Sublett, certify that I am the City Clerk of the City of Wichita, a Municipal corporation organized under the laws of Kansas, Federal I.D. Number 48-6000653, engaged in business under the trade name of City of Wichita, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Governing Body of the Corporation duly and properly called and held on \_\_\_\_\_.  
 These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

**Agents** Any agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

<u>Name and Title</u>	<u>Signature</u>
A. Robert Layton, City Manager	_____
B. Shawn Henning, Director of Finance	_____
C. Michelle N. Law, Treasurer	_____
D. Catherine A. Gilley, Cash Manager	_____

<b>Powers Granted</b>	Indicate number of signatures required
A, B Open any deposit or share account(s) in the name of the Corporation	2
A, B, C Endorse checks for deposit.	1
A, B Issue orders for the payment of money or withdraw or externally transfer funds on deposit with this Financial Institution.	2
C, D Initiate recurring wire transfers to pre-authorized City of Wichita Accounts	1
C, D Transfer funds internally between the above authorized accounts	1
A & C or B & C. Jointly issue instructions to establish pre-authorized accounts for wire transfers.	2

**Limitations on Powers** – The following are the Corporation’s express limitations on the powers granted under this resolution.  
 Any account agreements and any other contracts or agreements beyond checks, payment orders or other transfer or withdrawal directions authorized under “Powers Granted” above are subject to approval by the Corporation’s Governing Body.

This resolution supersedes all prior resolutions.

**Certification of Authority**

I further certify that the Governing Body of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. This Corporation is a non-profit corporation.  
 In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on December 8, 2015.

\_\_\_\_\_  
 Jeff Longwell, Mayor

\_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Approved as to Form:  
 Jennifer Magaña, City Attorney

City of Wichita  
City Council Meeting  
May 10, 2016

**TO:** Mayor and City Council  
**SUBJECT:** Municipal Investment Pool Resolution Updating Authorizations  
**INITIATED BY:** Department of Finance  
**AGENDA:** Consent

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**Recommendation:** Adopt the resolution.

**Background:** State law, City ordinance and the City's investment policy govern the investment of City funds. The existing investment policy was approved by the City Council in November 2015 and authorizes the option of investing up to 15% of the City's investment portfolio in the State's Municipal Investment Pool (MIP). The City Council first authorized the City's participation in the MIP through Resolution No. 04-410 in August 2004.

**Analysis:** Authorized staff has changed and there is a need to submit an updated list of employees authorized to execute transactions for the Municipal Investment Pool.

**Financial Considerations:** There is no direct cost to the City for utilizing the Municipal Investment Pool. The City uses the Municipal Investment Pool as a method to invest idle funds on a short-term basis and as needed for liquidity. Funds may be withdrawn from the MIP on demand and as needed for cash flow purposes.

**Legal Considerations:** The resolution has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council adopt the resolution updating the list of individuals authorized to execute investment transactions within the Municipal Investment Pool and authorize the necessary signatures.

**Attachment:** Resolution

**RESOLUTION NO. 16-100**

**A RESOLUTION RELATING TO PARTICIPATION IN THE MUNICIPAL INVESTMENT POOL AND UPDATING AUTHORIZATIONS FOR THE EXECUTION OF DOCUMENTS AND TRANSACTIONS IN CONNECTION THEREWITH.**

WHEREAS, the undersigned is a municipality, as defined in K.S.A. 12-1675, as amended (the “Participant”), and from time to time has funds on hand in excess of current needs, and

WHEREAS, it is in the best interest of the Participant and its inhabitants to invest funds in investments that yield a favorable rate of return while providing the necessary liquidity and protection of principal; and

WHEREAS, the Pooled Money Investment Board (the “PMIB”), operates the Municipal Investment Pool (MIP), a public funds investment pool, pursuant to Chapter 254 of the 1996 Session Laws of Kansas, and amendments thereto.

NOW THEREFORE, be it resolved as follows:

1. That the municipality designated below approves the establishment of an account in its name in the MIP for the purpose of transmitting funds for investment, subject to the MIP Participation Policy adopted by the Pooled Monday Investment Board, and municipality acknowledges it has received a current copy of such Participation Policy.
2. That the following individuals, whose signatures appear directly below, are officers or employees of the Participant and are each hereby authorized to transfer funds for investment in the MIP and are each authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of funds:

List officers or employees authorized to execute documents and make deposits and withdrawals:

Michelle N. Law            Treasurer/Finance Manager  
Name                            Title

\_\_\_\_\_  
Signature

Catherine A. Gilley      Cash Manager  
Name                            Title

\_\_\_\_\_  
Signature

Cheryl Busada            Debt Manager  
Name                            Title

\_\_\_\_\_  
Signature

3. Notice required by the PMIB's Municipal Investment Pool Participant Policy shall be provided to:

Contact Person: Michelle Law, City Treasurer/Finance Manager

Address: 455 N. Main, 12<sup>th</sup> Floor  
Wichita, KS 67202

Telephone: (316) 268-4444

Fax No. (316) 268-4656

4. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant and until the PMIB receives a copy of any such amendment or revocation, the PMIB is entitled to rely on the same.

The resolution is hereby introduced and adopted by the Participant at its regular meeting held on the 10<sup>th</sup> day of May, 2016.

(Seal)

\_\_\_\_\_  
ATTEST: Karen Sublett, City Clerk

CITY OF WICHITA, KANSAS

By: \_\_\_\_\_  
Jeff Longwell, Mayor

Approved as to form: \_\_\_\_\_  
Jennifer Magaña, Director of Law and City Attorney

City of Wichita  
City Council Meeting  
May 10, 2016

**TO:** Mayor and City Council Members  
**SUBJECT:** Weapons Disposition  
**INITIATED BY:** Law Department  
**AGENDA:** Consent

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**Recommendation:** Receive and file the report.

**Background:** The Police Department has requested authorization to sell several weapons which have been confiscated in connection with criminal activity but are no longer needed as evidence.

**Analysis:** The Kansas Statutes require that weapons seized in connection with criminal activity shall be forfeited to the seizing law enforcement agency and disposed of by sale, trade or use within the agency. Only firearms used in the commission of a homicide or those that cannot be sold or further used because of the condition of the weapon may be destroyed. The Wichita Police Department has several forfeited firearms in its possession that are eligible to be sold. The City Code requires that all transactions involving weapon disposal must have prior approval of the City Manager and are subject to the City Council's review. A list of weapons being sold has been provided (attached hereto as Exhibit A) and includes 31 long guns and 117 handguns. As required by state law, the sale of these guns must be to a federally licensed firearms dealer and will be witnessed and monitored by staff.

**Financial Considerations:** K.S.A. 22-2512(e) requires that proceeds from the sale of forfeited firearms shall be credited to the asset seizure and forfeiture fund of the Wichita Police Department.

**Legal Considerations:** Upon review by the City Council, the necessary court documents will be prepared to proceed with sale of the listed weapons.

**Recommendations/Actions:** It is recommended that the City Council receive and file the list of weapons.

**Attachment:** List of weapons to be sold.



**Police Department**

## MARCH 2016 AUCTION

## FIREARMS

**EXHIBIT A**

• City Hall 455 North Main Wichita, Kansas 67202-1684

www.wichita59police.com



Manifest # (see manifest cover sheet): \_\_\_\_\_

Manifest Page #: \_\_\_\_\_

Pickup Date: \_\_\_\_\_

Received From (please print legibly): \_\_\_\_\_

Driver Signature: \_\_\_\_\_

*APRIL 2016 LONG GUNS STB*

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		ROSSI	62SA	G327922	RP	.22 CAL	11C085484
2		MOSSBERG	500A	K389728	SP	12 GAUGE	11C090103
3	<i>Removed (stolen)</i>						
4		MAVERICK	88	MV68277H	SP	12 GAUGE	08C016633
5							
6							
7							
8							
9							
10							
11							

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Driver Signature: \_\_\_\_\_

*APRIL 2016 LONG GUNS Property Crimes*

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		ESSEX GUN WORKS	SIDE BY SIDE	391541	SE	12 GAUGE	11C084193
2		MARLIN	60W	05189307	RI	.22 CAL	ANIMAL CONTROL
3							
4							
5							
6							
7							
8							
9							
10							
11							

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Driver Signature: \_\_\_\_\_

*APRIL 2016 LONG GUNS Persons Crimes*

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		MARLIN	25MN	99358623	RB	.22 MAGNUM	07C032610
2		ROMARM	WASR-10	1-48500-03	RI	7.62X39	07C046105
3		MAADI	MISR	CAI0425	RI	7.62X39	07C046105
4		NORINCO	TYPE 56 SKS	1610842	RI	7.62X39	07C046105
5		MOSSBERG	500A	L696845	SP	12 GAUGE	07C046105
6		REMINGTON	870 EXPRESS SUPER MAGNUM	C304314A	SP	12 GAUGE	07C050473
7		MOSSBERG	183D-A	NONE	SB	410 GAUGE	07C089295
8		REMINGTON	870 WINGMASTER	V816470V	SP	12 GAUGE	07C022216
9		REMINGTON	870 EXPRESS MAGNUM	A113063M	SP	12 GAUGE	11C083774
10		RUGER	10/22	255-13150	RI	.22 CAL	11C086947
11		REMINGTON	870 EXPRESS SUPER MAGNUM	D849541A	SP	12 GAUGE	08C001070 (NO BBL)

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
12		MOSSBERG	500A	L039333	SP	12 GAUGE	08C011389
13		RUGER	10/22	128-52777	RI	.22 CAL	08C015493
14		SIMONOV	TYPE 56 SKS	03022200202	RI	7.62X39MM	08C017332
15		MAUSER	98	7869	RB	7.62MM	08C017332
16		REMINGTON	11	265722	SI	12 GAUGE	08C017332
17		ROMARM	GP WASR-10/63	SBE-4901-85	RO RI	7.62X39MM	08C018368
18		MARLIN	336	25060385	RL	30-30 WIN	08C020725
19		NORINCO	TYPE 56 SKS	2402477H	RI	7.62X39MM	08C024401
20		REMINGTON	870 EXPRESS MAGNUM	A396109M	SP	12 GAUGE	08C031142
21		CGA	TYPE 56 SKS	C79101076	RI	7.62X39MM	08C031081
22		MAVERICK	88	MV77308M	SP	12 GAUGE	08C035149
23		REMINGTON	512 SPORTMASTER	NONE	RB	.22 CAL	08C035149
24		REMINGTON	770	71396397	RB	300 WIN MAG	08C035149

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
25		NEW ENGLAND FIREARMS	PARDNER	NU376847	SS	20 GAUGE	08C044581
26		WINCHESTER	RANGER 120	L1790512	SP	12 GAUGE	15C079454
27							
28							
29							
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Driver Signature: \_\_\_\_\_

*APRIL 2016 Handguns SIB*

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		LLAMA	MAX-I C/F	07-04-08163-97	PI	.45 ACP	11C85484
2		FEG	PA-63	L033442	PI	9MM	08C016633
3		RUGER	P89	315-09417	PI	9MM	08C020361 (B2)
4		GLOCK	17	FS426US	PI	9MM	08C045484
5		DAEWOO	DP51	15277	PI	9MM	08C045484
6		SMITH & WESSON	59	A360305	PR	9MM	08C047821
7							
8							
9							
10							
11							

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Driver Signature: \_\_\_\_\_

*APRIL 2016 Handguns Property Crimes*

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		SMITH & WESSON	UNKNOWN, POSSIBLY A 10	V287513	PR	.38 SPECIAL	11C521050
2							
3							
4							
5							
6							
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Pickup Date: \_\_\_\_\_

Received From (please print legibly): \_\_\_\_\_

Driver Signature: \_\_\_\_\_

*APRIL 2016 Handguns Persons Crimes*

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		BRYCO	JENNINGS NINE	1373188	PI	9MM	07C001402
2		STAR	FIRESTAR PLUS	2181090	PI	9MM	07C003607
3		SMITH & WESSON	29-2	N632358	PR	.44 MAGNUM	07C003607
4		RUGER	P89	30746355	PI	9MM	07C003741
5		RAVEN	P-25	515195	PI	.25 ACP	07C004042
6		HI-POINT	JC	124847	PI	.40 S&W	07C012616
7		FIREARMS INTERNATIONAL	D	CPA015952	PI	.380 CAL	07C013931
8		ROSSI	UNKNOWN	230648	PR	.38 SPECIAL	07C014537
9		LORCIN	L380	254744	PI	.380 ACP	07C020629
10		JENNINGS	48	625957	PI	.380 ACP	07C023915
11		JIMENEZ ARMS	J. A. NINE	038245	PI	9MM	07C026305

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
12		SMITH & WESSON	66-3	BNA1765	PR	.357 MAGNUM	07C030198
13		CHARTER ARMS	UNDERCOVER	995175	PR	.38 SPECIAL	07C031662
14		JIMENEZ ARMS	J. A. 380	030189	PI	.380 ACP	07C031982
15		RUGER	NEW MODEL SINGLE SIX	67-02403	PR	.22 CAL	07C032610
16		HI-POINT	C9	P1325032	PI	9MM	07C035148
17		GLOCK	19	DNM177US	PI	9MM	07C035409
18		DAN WESSON	UNKNOWN	147205	PR	.357 MAGNUM	07C038736
19		HI-POINT	JCP	X713553	PI	.40 CAL	07C039482
20		RG	RG23	T713403	PR	.22 CAL	07C042955
21		BRYCO	JENNINGS NINE	1367476	PI	9MM	07C042003
22		SMITH & WESSON	SW40VE	PDX0504	PI	.40 CAL	07C046105 (2)
23		TAURUS	PT 24/7 PRO	TZJ16963	PI	9MM	07C046105
24		HI-POINT	C9	P218886	PI	9MM	07C046667

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
25		JIMENEZ ARMS	J. A. 22	1121729	PI	.22 CAL	07C046667
26		GLOCK	23	CMN851US	PI	.40 S&W	07C048756
27		HI-POINT	C9	P1288523	PI	9MM	07C049061
28		MAGNUM RESEARCH	(BABY) DESERT EAGLE	34308952	PI	9MM	07C049345
29		RUGER	P89DC	310-59406	PI	9MM	07C049446
30		SMITH & WESSON	SW40F	PAA3656	PI	.40 CAL	07C058259 (2)
31		RUGER	P89DC	309-00877	PI	9MM	07C064982
32		SMITH & WESSON	686-4	BRA5346	PR	.357 MAGNUM	07C074988
33		SMITH & WESSON	SW9VE	PDW4500	PI	9MM	07C080608 (2)
34		HARRINGTON & RICHARDSON	TOP BREAK MODEL	E90768	PR	.32??	07C095134
35		SPRINGFIELD ARMORY	XD-45	XD646109	PI	.45 ACP	11C083517
36		RG	RG26	U080874	PI	.25 ACP	11C083747
37		RUGER	GP100	175-47246	PR	.357 MAGNUM	11C083858

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
38		HI-POINT	C9	P1296329	PI	9MM	11C083960
39		KEL-TEC	P-11	ADE53	PI	9MM	11C086480
40		HI-POINT	JCP	X7134276	PI	.40 S&W	11C086765
41		DAVIS INDUSTRIES	P-380	AP141442	PI	.380 CAL	11C087768
42		TAURUS	PT111 MILLENNIUM	TUC34039	PI	9MM	11C088159
43		KEL-TEC	PF-9	RNK85	PI	9MM	11C088281
44		PHOENIX ARMS	HP25A	4320679	PI	.25 ACP	11C088468
45		TAURUS	PT140 MILLENNIUM PRO	SBW86826	PI	.40 S&W	11C089513
46		BRYCO	JENNINGS NINE-CA	1564125	PI	9MM	11C088731
47		SMITH & WESSON	4506-1	TZR9189	PI	.45 ACP	11C090325
48		LORCIN	L380	005847	PI	.380 ACP	11C100732
49		SMITH & WESSON	64	D711635	PR	.38 SPECIAL	08C000268
50		STERLING ARMS	400 MARK 2	G64072	PI	.380 ACP	08C002765
51		BRYCO	JENNINGS NINE	1364140	PI	9MM	08C004099

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
52		LLAMA	UNKNOWN	670674	PI	.45 ACP	08C005249
53		RUGER	P345	664-53184	PI	.45 ACP	08C006488
54		PHOENIX ARMS	HP22	4080521	PI	.22 CAL	08C006678
55		GLOCK	23	GSX420	PI	.40 S&W	08C006720
56		SPRINGFIELD ARMORY	XD-9	US946863	PI	9MM	08C006946
57		TAURUS	PT24/7PRO	SZD10631	PI	.40 S&W	08C010367
58		HARRINGTON & RICHARDSON	TOP BREAK MODEL	405540	PR	.32 S&W	08C010631
59		J C HIGGINS	88	1181543	PR	.22 CAL	08C012690
60		STAR	30M	2141918	PI	9MM	08C012690
61		RUGER	GP100	173-99293	PR	.357 MAGNUM	08C013646
62		SMITH & WESSON	1006	TFC4818	PI	10MM	08C014389
63		INTRATEC	TEC-DC9	D015468	PI	9MM	08C014865
64		TAURUS	PT111 MILLENNIUM PRO	TZK43660	PI	9MM	08C014869

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
65		TAURUS	PT145 MILLENNIUM PRO	NZK38237	PI	.45 ACP	08C015563
66		HI-POINT	C9	P1235815	PI	9MM	08C016048
67	Removed (stolen)						
68		REVELATION	99	1896571	PR	.22 CAL	08C016443
69		GLOCK	23	GHX314	PI	.40 S&W	08C017058
70		LORCIN	L9MM	021518	PI	9MM	08C017157
71		LORCIN	LT-25	LT277517	PI	.25 ACP	08C017591
72		GLOCK	27	LDB620	PI	.40 S&W	08C018368
73		HOPKINS & ALLEN	FOREHAND	F2001	PR	.38 S&W	08C019558
74		HARRINGTON & RICHARDSON	922	K33963	PR	.22 CAL	08C021307
75		TAURUS	PT145 MILLENNIUM PRO	NZJ28100	PI	.45 ACP	08C021347
76		GLOCK	19	ATL352US	PI	9MM	08C021347
77		RUGER	P95DC	312-06434	PI	9MM	08C021456

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
78		JIMENEZ ARMS	J.A. NINE	075393	PI	9MM	08C021737
79		HI-POINT	JHP	X457918	PI	.45 ACP	08C023065
80		FIE	TITAN 25	B68715	PI	.25 ACP	08C023514
81		IVER JOHNSON	SAFETY HAMMER AUTO??	F40192	PR	UNKNOWN	08C024161
82		SMITH & WESSON	686	ADF2310	PR	.357 MAGNUM	08C025196
83		HARRINGTON & RICHARDSON	929 SIDE-KICK	S54845	PR	.22 CAL	08C025756
84		SMITH & WESSON	SW99	SAB9154	PI	.40 S&W	08C026497
85		TAURUS	PT 92 AFS	TZK43872	PI	9MM	08C026583
86		TAURUS	PT145 MILLENNIUM PRO	NAN27994	PI	.45 ACP	08C026838
87		STAR	FIRESTAR PLUS	2155979	PI	9MM	08C027455
88		FEG	PMK-380	AR3819	PI	.380 ACP	08C027850
89		KEL-TEC	P-11	42880	PI	9MM	08C024326
90		GLOCK	22	CNW387US	PI	.40 S&W	08C028984

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
91		SMITH & WESSON	CHIEF'S SPECIAL? AIRWEIGHT	128567	PR	.38 SPECIAL	08C030576
92		SPRINGFIELD ARMORY	XD-9	US810653	PI	9MM	08C031142
93		BROWNING	BUCK MARK	655NV04856	PI	.22 CAL	08C032548
94		SPRINGFIELD ARMORY	1911-A1	N370201	PI	.45 ACP	08C033242
95		ASTRA	A-70	U2331	PI	9MM	08C035149
96		RUGER	MARK II	18-78479	PI	.22 CAL	08C035149
97		RAVEN	MP-25	1576296	PI	.25 ACP	08C035903
98		RUGER	P89	304-43436	PI	9MM	08C035903
99		TANFOGLIO	GT 380	T53666	PI	.380 ACP	08C038181
100		GLOCK	17	ASK121US	PI	9MM	08C039212
101		COBRA	CA-380	CP032216	PI	.380 ACP	08C039829
102		FIE	TITAN 25	ED44183	PI	.25 ACP	08C041823
103		GLOCK	36	GWB675	PI	.45 ACP	08C042710

SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
	JENNINGS	J-22	306656	PI	.22 CAL	08C042929
	ROSSI	2077	232945	PR	.38 SPECIAL	08C042955
	GLOCK	17	BMR791US	PI	9MM	08C043856
	NORNINCO	T-54	22046194	PI	9MM	08C045847
	LLAMA	SUPER COMANCHE (4)	RA3893	PR	.44 MAGNUM	08C045847
	COLT	1917 US ARMY	203417	PR	.45 ACP	08C046983
	FIE	TEX 22	TX51000	PR	.22 CAL	08C050403
	RUGER	NEW MODEL SINGLE SIX	62-04100	PR	.22 CAL	08C050625
	SMITH & WESSON	19-5	ACY2492	PR	.357 MAGNUM	08C050669

City of Wichita  
City Council Meeting  
May 10, 2016

**TO:** Mayor and City Council  
**SUBJECT:** Directive Regarding Ordinances 50-176 through **50-188**  
**INITIATED BY:** Public Works  
**AGENDA:** Consent

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**Recommendation:** Approve the Directive to defer enforcement of the ordinance amendments.

**Background:** On April 19, 2016, the City Council considered ordinances 50-176 through 50-189, amending certain provisions of Titles 1, 10, 11, 17 and 24. Upon subsequent review of these amendments, it has been determined that additional review is warranted.

**Analysis:** The ordinances passed by the Council were published and made effective on April 29, 2016. The process for passage and enforcement of these revisions is being reviewed by staff, necessitating deferral of enforcement of **some of** the ordinances. Until additional review is complete and required changes are presented for consideration, staff will be directed to enforce the original provisions contained in Titles 1, 10, 11, 17 and 24, as previously approved and published by the City Council.

**Financial Considerations:** None

**Legal Considerations:** The Directive has been drafted and approved by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the Directive.

DIRECTIVE

On this \_\_\_\_\_ day of May, 2016, this Directive is entered by the Wichita City Council directing the deferral of enforcement by city staff of all amendments made to the City Code by City Ordinances 50-176 through **50-188** until such time as the amendments are reviewed by staff and returned to the City Council for further consideration.

Staff is directed to continue to enforce the original provisions in Titles 1, 10, 11, 17 and 14, as previously approved and published by the City Council.

\_\_\_\_\_  
Mayor Jeff Longwell

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magana, City Attorney

ATTESTED:

\_\_\_\_\_  
Karen Sublett, City Clerk

**Second Reading Ordinances for May 10, 2016 (first read on May 3, 2016)**

**A. Public Hearing on Proposed Assessments for Fifteen (15) Paving Projects, Fifteen (15) Water Projects, Eleven (11) Sewer Projects, and Six (6) Storm Sewer Projects in the September 2016 Bond Sale Series 818. (Districts II, III, IV, V, and VI)**

(490-310/472-84626)

ORDINANCE NO. 50-191

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTING PAVEMENT ON LINDBERG, TO SERVE WATERFRONT 6TH ADDITION, (North of 13th, West of Greenwich).

(490-311/472-85097)

ORDINANCE NO. 50-192

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTING PAVEMENT ON STONEGATE LANE TO SERVE WATERFRONT 8TH ADDITION (North of 13th, West of Greenwich).

(490-312/472-84607)

ORDINANCE NO. 50-193

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTING PAVEMENT AND DRAINAGE IMPROVEMENTS TO SERVE NEWMARKET V ADDITION AND CADILLAC LAKE ADDITION (South of 29th North, East and West of Maize).

(490-314/472-85105)

ORDINANCE NO. 50-194

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTING PAVEMENT ON ROCKHILL STREET; BRAMBLEWOOD INCLUDING THE CUL-DE-SAC TO SERVE NORTHBOROUGH THIRD ADDITION (North of 21st St. North, East of Woodlawn).

(490-324/472-85132)

ORDINANCE NO. 50-195

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTING PAVEMENT ON MORRIS & SPRING HOLLOW DRIVE TO SERVE CLEAR CREEK ADDITION (South of Kellogg, West of 143rd St East).

(490-325/472-85168)

ORDINANCE NO. 50-196

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTING A LEFT TURN LANE ON 21ST STREET NORTH FOR EASTBOUND TRAFFIC AND A DECELERATION LANE FOR WESTBOUND TRAFFIC INTO NEWSRING CHURCH TO SERVE MESSIAH BAPTIST CHURCH 4TH ADDITION (North of 21st Street North, East of K-96).

(490-335/472-84731)

ORDINANCE NO. 50-197

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTING PAVEMENT ON IRONSTONE COURT INCLUDING CUL-DE-SAC TO SERVE SIERRA HILLS 2ND ADDITION (North of Pawnee, West of 143rd Street East).

(490-336/472-85172)

ORDINANCE NO. 50-198

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTING PAVEMENT ON DODGE, MAYWOOD, MAYWOOD COURT AND DODGE COURTS INCLUDING CUL-DE-SACS AND CONSTRUCTION OF SIDEWALK ON ONE SIDE OF DODGE AND MAYWOOD TO SERVE SOUTHERN SHORES ADDITION (West of Seneca, North of 55th Street South).

(490-341/472-85180)

ORDINANCE NO. 50-199

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTING SIDEWALK ALONG SOUTH SIDE OF 21ST STREET TO SERVE OAK CREEK ADDITION (South of 21st, West of Greenwich).

(490-316/472-85099)

ORDINANCE NO. 50-200

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTING PAVEMENT ON FRONTGATE, TAMARAC LANE, HERRINGTON & HERRINGTON CIRCLE & PAVEMENT ON HERRINGTON TO SERVE FRONTGATE ADDITION (South of Central Ave. to the North Line of Reserve "D").

(490-318/472-85047)

ORDINANCE NO. 50-201

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTING PAVEMENT ON 27TH STREET NORTH & WOODRIDGE TO SERVE WOODS NORTH 3RD ADDITION (South of 29th Street North, West of 127th Street East).

(490-327/472-84593)

ORDINANCE NO. 50-202

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTING PAVEMENT AND SIDEWALK ON GRAYSTONE, SUMMERFIELD, TERHUNE, AND SUNDANCE TO SERVE STONEBRIDGE 2ND ADDITION & STONEBRIDGE 3RD ADDITION (North of 13th, West of 159th St. East).

(490-332/472-85171)

ORDINANCE NO. 50-203

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTING PAVEMENT ON SHORELINE/PARADISE FROM THE SOUTH LINE OF LOT 5, BLOCK 2 TO THE NORTH LINE OF LOT 56, BLOCK 1, EMERALD BAY ESTATES 2ND ADDITION; AND PARADISE COURT FROM THE EAST LINE OF PARADISE TO AND INCLUDING CUL-DE-SAC TO SERVE EMERALD BAY ESTATES 2ND ADDITION (North of 21st Street North, West of West Street).

(490-333/472-84949)

ORDINANCE NO. 50-204

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTING PAVEMENT AND SIDEWALK ON JAYSON AND KENNEDY TO SERVE THE WOODS ADDITION (East of 151st St. West, North of Maple).

(490-339/472-85060)

ORDINANCE NO. 50-205

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTING PAVEMENT ON CHURCHILL STREET TO SERVE KRUG SOUTH ADDITION (South of 21st, West of 143rd St East).

(470-163/448-90596)

ORDINANCE NO. 50-206

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF WATER DISTRIBUTION SYSTEM TO SERVE UNPLATTED TRACT (North of Kellogg, West of 135th St. West).

(470-173/448-90616)

ORDINANCE NO. 50-207

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF WATER DISTRIBUTION SYSTEM TO SERVE COURTYARDS AT AUBURN HILLS ADDITION (North of Kellogg, West of 135th St. West).

(470-177/448-90145)

ORDINANCE NO. 50-208

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF WATER DISTRIBUTION SYSTEM TO SERVE CASA BELLA ADDITION (North of Pawnee, West of 127th Street East).

(470-178/448-90595)

ORDINANCE NO. 50-209

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF WATER DISTRIBUTION SYSTEM TO SERVE LEGACY 3RD ADDITION (North of 47th Street South, West of Meridian).

(470-184/448-90390)

ORDINANCE NO. 50-210

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF WATER DISTRIBUTION SYSTEM TO SERVE SIERRA HILLS 2ND ADDITION (North of Pawnee, West of 143rd Street East).

(470-188/448-90186)

ORDINANCE NO. 50-211

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF WATER DISTRIBUTION SYSTEM TO SERVE BLACKSTONE ADDITION (East of 151st Street West, North of 13th).

(470-190/448-90645)

ORDINANCE NO. 50-212

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF WATER DISTRIBUTION SYSTEM TO SERVE TALLGRASS VILLAS ADDITION (North of 21st Street North, East of Rock).

(470-197/448-90655)

ORDINANCE NO. 50-213

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF WATER DISTRIBUTION SYSTEM TO SERVE TYLER'S LANDING 5TH ADDITION (South of 37th, East of Tyler).

(470-172/448-90618)

ORDINANCE NO. 50-214

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF WATER DISTRIBUTION SYSTEM TO SERVE THE RANCH ADDITION (South of 21st St. North, West of 159th St. East).

(470-179/448-90295)

ORDINANCE NO. 50-215

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF WATER DISTRIBUTION SYSTEM TO SERVE STONEBRIDGE 2ND & 3RD ADDITIONS (West of 159th St. East, North of 13th).

(470-182/448-90506)

ORDINANCE NO. 50-216

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF WATER DISTRIBUTION SYSTEM TO SERVE THE WOODS ADDITION (East of 151st St. West, North of Maple).

(470-183/448-90639)

ORDINANCE NO. 50-217

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF WATER DISTRIBUTION SYSTEM TO SERVE WESTFIELD ACRES, WESTLINK HEIGHTS, ROLLINGS HILLS COUNTRY CLUB ESTATE, LITTLE MATHERLY, EARLINES, DAVES, AND BERLIN ADDITION (West of Tyler, North of Maple).

(470-185/448-90564)

ORDINANCE NO. 50-218

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF WATER DISTRIBUTION SYSTEM TO SERVE KRUG SOUTH ADDITION (South of 21st, West of 143rd St. East).

(470-186/448-90643)

ORDINANCE NO. 50-219

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF WATER DISTRIBUTION SYSTEM TO SERVE ROLLING HILLS 3RD ADDITION (West of Tyler, North of Maple).

(470-199/448-90664)

ORDINANCE NO. 50-220

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF WATER DISTRIBUTION SYSTEM TO SERVE JBAR ADDITION (South of 13th Street North, East of Hoover).

(480-044/468-84886)

ORDINANCE NO. 50-221

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF LATERAL 61, COWSKIN INTERCEPTOR SEWER TO SERVE UNPLATTED TRACT (North of Kellogg, West of 135th St. West).

(480-057/468-84126)

ORDINANCE NO. 50-222

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, the purpose of paying a portion of the cost of CONSTRUCTION OF LATERAL 3, MAIN 18, FOUR MILE CREEK SEWER TO SERVE CASA BELLA ADDITION (North of Pawnee, West of 127th Street West).

(480-058/468-84947)

ORDINANCE NO. 50-223

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF LATERAL 100, MAIN 1, SOUTHWEST INTERCEPTOR SEWER TO SERVE SCOTT & WEIR AND PILLSBURY ADDITIONS (West of Broadway, North of MacArthur).

(480-059/468-84312)

ORDINANCE NO. 50-224

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF LATERAL 519, SOUTHWEST INTERCEPTOR SEWER TO SERVE LEGACY 3RD ADDITION (North of 47th Street South and West of Meridian).

(480-062/468-84517)

ORDINANCE NO. 50-225

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF LATERAL 3, MAIN 21, FOUR MILE CREEK SEWER TO SERVE SIERRA HILLS 2ND ADDITION (North of Pawnee, West of 143rd Street East).

(480-067/468-84986)

ORDINANCE NO. 50-226

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF LATERAL 93, MAIN 22, WAR INDUSTRIES SEWER TO SERVE TALLGRASS VILLAS ADDITION (North of 21st Street North, East of Rock).

(480-076/468-85006)

ORDINANCE NO. 50-227

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF LATERAL 35, MAIN 19, SOUTHWEST INTERCEPTOR SEWER TO SERVE TYLER'S LANDING 5TH ADDITION (South of 37th, East of Tyler).

(480-053/468-84919)

ORDINANCE NO. 50-228

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF LATERAL 437 , FOUR MILE CREEK SEWER TO SERVE THE RANCH AND STONEBRIDGE 2ND ADDITION (South of 21st St. North, West of 159th St. East).

(480-060/468-84148)

ORDINANCE NO. 50-229

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF LATERAL 3, MAIN 19, FOUR MILE CREEK SEWER TO SERVE STONEBRIDGE 2ND AND 3RD ADDITIONS (North of 13th, West of 159th St East).

(480-061/468-84968)

ORDINANCE NO. 50-230

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF LATERAL 40, DISTRICT T, SANITARY SEWER NO. 20 TO SERVE MENLO PARK ADDITION (North of 23rd Street North, East of Fairview Avenue).

(480-065/468-84984)

ORDINANCE NO. 50-231

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF LATERAL 156, MAIN 4, SANITARY SEWER NO. 23 TO SERVE WALNUT GROVE ADDITION (North of 29th Street North, West of Broadway).

(485-410/468-84893)

ORDINANCE NO. 50-232

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF STORM WATER DRAIN NO. 390 TO SERVE THE NORTHBOROUGH 3RD ADDITION (South of 21st St. North, East of Woodlawn).

(485-418/468-84987)

ORDINANCE NO. 50-233

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF STORM WATER SEWER NO. 686 TO SERVE TALLGRASS VILLAS ADDITION (North of 21st Street North, East of Rock).

(485-419/468-84834)

ORDINANCE NO. 50-234

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF STORM WATER SEWER NO. 668 TO SERVE KRUG SOUTH ADDITION (South of 21st, West of 143rd St East).

(485-423/468-85007)

ORDINANCE NO. 50-235

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF STORM WATER SEWER NO. 689 TO SERVE TYLER'S LANDING 5TH ADDITION (South of 37th, East of Tyler).

(485-405/468-84488)

ORDINANCE NO. 50-236

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF STORM WATER DRAIN NO. 347 TO SERVE WOODS NORTH 3RD AND GREENWICH BUSINESS CENTER ADDITIONS (South of 29th St N, West of 127th St E).

(485-414/468-84921)

ORDINANCE NO. 50-237

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of CONSTRUCTION OF STORM WATER DRAIN NO. 391 TO SERVE THE RANCH ADDITION (South of 21st St. North, West of 159th St. East).

City of Wichita  
City Council Meeting  
May 10, 2016

**TO:** Mayor and City Council

**SUBJECT:** SUB2015-00046 -- Plat of Harry's Landing Addition Located East of South Rock Road, on the North Side of East Harry Street (District II)

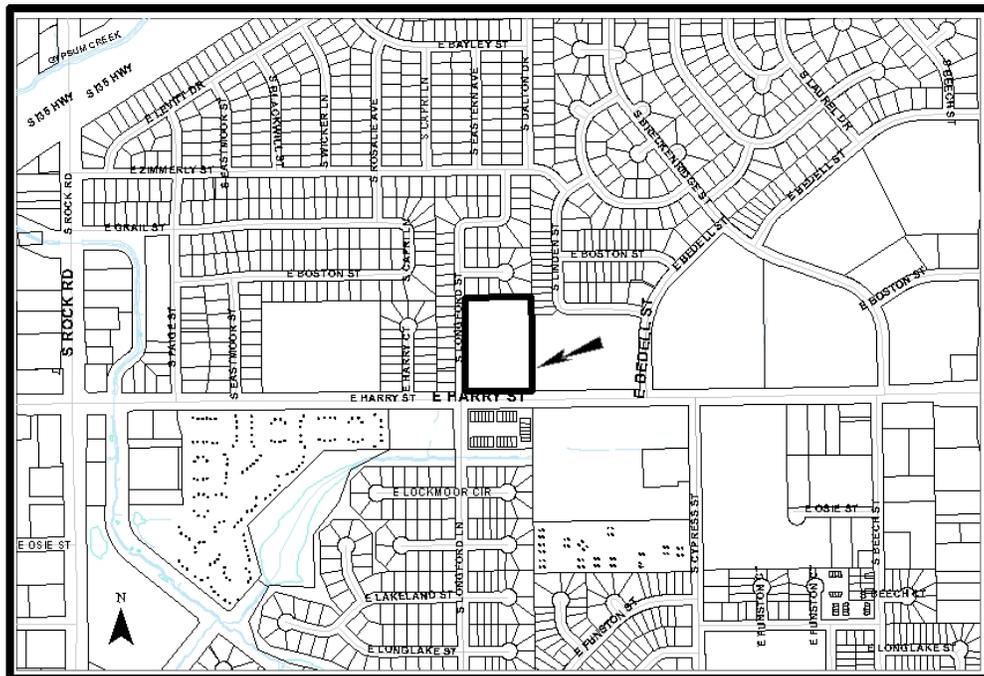
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (12-0)



**Background:** The site consists of 24 lots on 4.73 acres. A zone change (PUD2008-00008) has been approved from Single-Family Residential (SF-5) to Planned Unit Development (PUD).

**Analysis:** The applicant has submitted a Petition and a Certificate of Petition for sewer, water and paving improvements. The applicant has submitted a Drive Approach Closure Certificate regarding the driveways required to be closed by access controls, which are being dedicated by the plat. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The site is within the noise impact area of McConnell Air Force Base; therefore, the applicant has submitted an Avigational Easement and Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution. The applicant has submitted a Notice of PUD 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.

**Financial Considerations:** The petition totals are \$378,000, with \$264,500 for the paving, \$52,000 for the water and \$61,500 for the sanitary sewer. The funding source for all three projects is special assessments.

**Legal Considerations:** The Law Department has reviewed and approved the Certificate of Petition, Drive Approach Closure Certificate, Restrictive Covenants, Avigational Easement, Notice of PUD and Resolutions as to form and the documents will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

**Attachments:** Certificate of Petition  
Drive Approach Closure Certificate  
Restrictive Covenants  
Avigational Easement  
Notice of PUD  
Resolutions

**CERTIFICATE OF PETITION**

STATE OF KANSAS            )  
COUNTY OF SEDGWICK    )        SS:

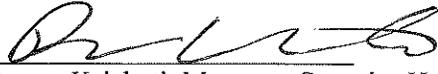
We, Superior Homes, LP, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

- 1. Sanitary Sewer Lateral Petitions \$61,500
- 2. Water Main Petition \$52,000
- 3. Paving Petition \$264,500

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within the Harry's Landing Addition, Wichita, Sedgwick County, Kansas, may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 28th day of March, 2016

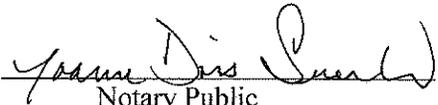
Superior Homes, LP

By:   
Basem Krichati, Manager, Superior Homes, LP

BE IT REMEMBERED, that on this 28th day of March, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Basem Krichati, Manager, Superior Homes, LP, 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, and as the act and deed of said limited partnership.

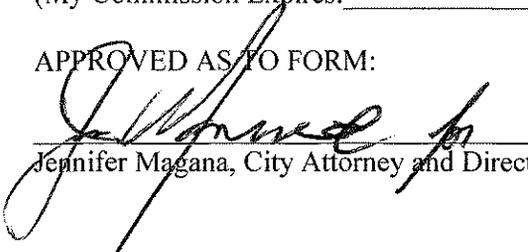
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



  
Notary Public

(My Commission Expires: \_\_\_\_\_)

APPROVED AS TO FORM:

  
Jennifer Magana, City Attorney and Director of Law

**DRIVE APPROACH CLOSURE CERTIFICATE**

Sedgwick County                    )  
  ) SS  
State of Kansas                    )

Superior Homes, LP, owner of that certain real property to be known as Harry's Landing Addition, Wichita, Kansas, is in the process of platting said property, and does 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 Harry Street, 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's 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.

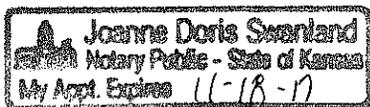
Signed this 20th day of March, 2016.

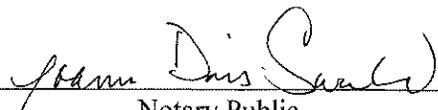
By:   
Basem Krichati, Manager  
Superior Homes, LP

STATE OF KANSAS                    )  
  ) SS:  
COUNTY OF SEDGWICK            )

BE IT REMEMBERED, that on this 20th day of March, 2016, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Basem Krichati, Manager, Superior Homes, LP, to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said limited partnership.

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



  
Notary Public

**RESTRICTIVE COVENANT**

THIS DECLARATION made this 28<sup>th</sup> day of March 2016, by Superior Homes LP,

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Harry's Landing Addition to Wichita, Sedgwick County, Kansas

WHEREAS, the Declarant's property is located near McConnell AFB Airport and is accordingly subject to considerable noise from the operation of aircraft which may infringe upon the enjoyment of said property and may affect the health and/or well being of the property's users, and

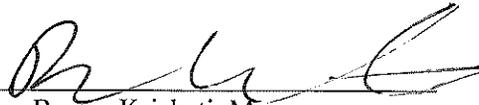
WHEREAS, the City of Wichita, in connection with approval of the plat of said addition, shall require that proper consideration be given to abate outside noise pollution within buildings constructed on said property:

NOW, THEREFORE, Declarant hereby declares that Harry's Landing Addition, Wichita, Sedgwick County, Kansas, shall be and the same is subjected to the following restrictive covenant, to wit:

That any structure constructed on the premises shall be so designed and constructed as to minimize outside noise pollution in compliance with applicable City of Wichita and/or Sedgwick County codes and with due consideration given to the intended use of the structure. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall be binding upon the successors and assigns, jointly and severally, by these presents.

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 and or County. 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 date and year first above written.

By:   
Basem Krichati, Manager  
Superior Homes, LP

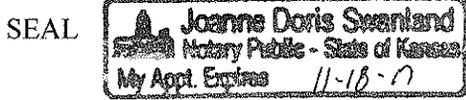
STATE OF KANSAS            )  
  )        SS  
SEDGWICK COUNTY         )

BE IT REMEMBERED, that on this 21st day of March, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Basem Krichati, Manager, Superior Homes, LP, 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 partnership.

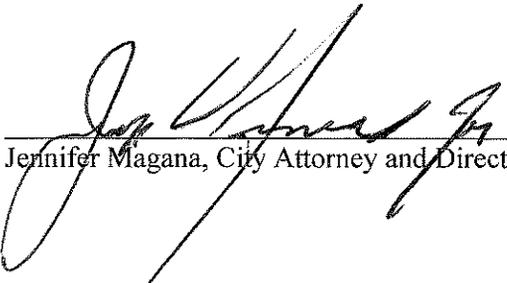
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

  
\_\_\_\_\_  
Notary Public

(My Commission Expires: 11-18-17 )



APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Magana, City Attorney and Director of Law

Restrictive Covenant

This covenant, executed this 28th day of March, 2016.

WITNESSETH:

WHEREAS, the undersigned are in the process of platting that certain real property to be known as Harry's Landing Addition, Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Commission providing for the ownership and maintenance of the reserves.

NOW, THEREFORE, the undersigned do hereby subject Harry's Landing Addition to Wichita, Sedgwick County, Kansas, to the following covenants:

1. The reserves located in said addition will be conveyed to the lot owners at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
2. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
3. In the event that the undersigned, its successors or assigns, shall fail to maintain the reserves, the City of Wichita may serve a Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to fulfill its obligations, as defined in the Operation and Maintenance Manual, recorded at the Sedgwick County Register of Deeds. Such Notice shall include a statement describing the obligation that has not been fulfilled. If said obligation has not been fulfilled within the said time specified, the City of Wichita, may, in order to preserve the taxable value of the properties within the Addition and to prevent the reserves from being a nuisance, enter upon said reserves and perform the obligations listed in the Notice of Delinquency. All cost incurred by the City of Wichita in carrying out the obligations of the undersigned may be assessed against the reserves in the same manner as

provided by law for such assessments and said assessments may be established as liens upon said reserves. Should the undersigned, its successors or assigns, upon receipt of reason, within the twenty-day period to be provided in said notice, apply for a hearing before the City Council to appeal said assessments, any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

- 4. This covenant is binding on the owners, their successors and assigns, and is a covenant running with the land and is binding on all successors in title to the above described property.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

By: [Signature]  
Basem Krichati, Manager  
Superior Homes, LP

State of Kansas )

County of Sedgwick )

Be it remembered that on this 28th day of March, 2016, before me a Notary Public in and for said State and County, came Basem Krichati, Manager, Superior Homes, LP, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

[Signature], Notary Public

My Appointment Expires: November 18, 2017



APPROVED AS TO FORM:

[Signature]  
Jennifer Magaha, Director of Law

**AVIGATIONAL EASEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 28<sup>th</sup> day of March, 2016, Basem Krichati, Manager, Superior Homes, LP, GRANTOR hereof, does hereby grant a permanent Avigational Easement to the public authority authorized by Law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all the following described real estate, to-wit:

HARRY'S LANDING ADDITION  
An Addition to Wichita, Sedgwick County, Kansas

By virtue of this easement, the grantor, for and on behalf of himself and all successors in interest to any and all of the real property above described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be constructed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in take-off and landing of aircraft.

The undersigned do hereby adopt the easement that is to run with the property and shall be binding on all parties, heirs, successors, assigns, and all persons claiming interest therein.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

By: \_\_\_\_\_

  
Basem Krichati, Manager  
Superior Homes, LP

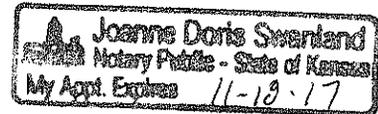
State of Kansas )

County of Sedgwick )

Be it remembered that on this 28<sup>th</sup> day of March, 2016, before me a Notary Public in and for said State and County, came Basem Krichati, Manager, Superior Homes, LP, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

Joanne Doris Swerland, Notary Public

My Appointment Expires: November 18, 2017



NOTICE OF PLANNED UNIT DEVELOPMENT  
HARRY'S LANDING ADDITION (PUD#2008-00008)

THIS NOTICE made this 28<sup>th</sup> day of March 2016, by Basem Krichati, Manager, Superior Homes, LP, hereinafter called "Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Lots 1- 24, Block A  
Harry's Landing Addition, an addition to Wichita, Sedgwick County, Kansas

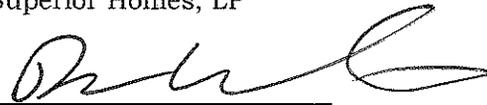
WHEREAS, Declarant is desirous to file notice that a planned unit development approved by the City of Wichita is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved Harry's Landing Addition Planned Unit Development (PUD#2008-00008) has placed restrictions on the use and requirements on the development of the above-described real property. The protective overlay 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 Lots 1- 24, Block A Harry's Landing Addition.

EXECUTED the day and year first written above.

Signed this 28<sup>th</sup> day of March, 2016

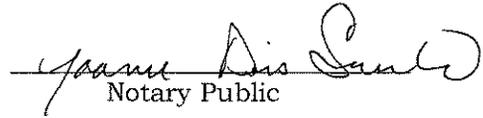
Superior Homes, LP

By: 

Basem Krichati, Manager, Superior Homes, LP

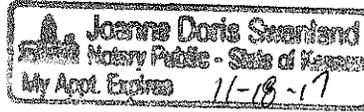
BE IT REMEMBERED, that on this 28<sup>th</sup> day of March, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Basem Krichati, Manager, Superior Homes, LP, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said limited partnership.

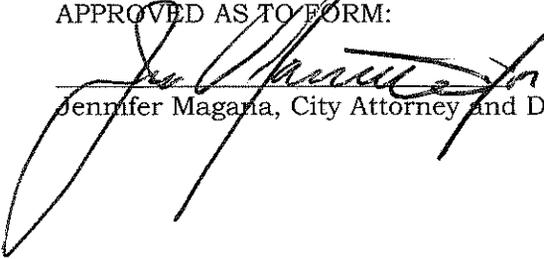
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

  
Notary Public

(My Commission Expires: 11-18-17 )

APPROVED AS TO FORM:



  
Jennifer Magana, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on May 13, 2016

**RESOLUTION NO. 16-101**

**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 14, MAIN 11, WAR INDUSTRIES SEWER – HARRY’S LANDING ADDITION/NORTH OF HARRY, EAST OF ROCK ROAD) (468-85113).**

**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 **Sixty-One Thousand Five Hundred Dollars (\$61,500)**, 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:

**Lots 10 through 24, Block A, Harry's Landing Addition, Wichita, Sedgwick County, Kansas**

(d) The method of assessment is: **equally per lot (15 lots).**

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

(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 May 10, 2016.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magaña, Director of Law and City Attorney

(Published in the *Wichita Eagle*, on May 13, 2016

**RESOLUTION NO. 16-102**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – HARRY’S LANDING ADDITION/NORTH OF HARRY, EAST OF ROCK ROAD) (472-85291).**

**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 pavement on Harry Court, with drainage to be installed where necessary** (the “Improvements”).

(b) The estimated or probable cost of the Improvements is **Two Hundred Sixty-Four Thousand Five Hundred Dollars (\$264,500)**, 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:

**Lots 1 through 17, Block A, Harry’s Landing Addition, Wichita, Sedgwick County, Kansas**

(d) The method of assessment is: **equally per lot (17 lots).**

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

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

(e) The 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 May 10, 2016.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on May 13, 2016)

**RESOLUTION NO. 16-103**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – HARRY’S LANDING ADDITION/NORTH OF HARRY, EAST OF ROCK ROAD) (448-90735).**

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

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

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

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

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

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

(b) The estimated or probable cost of the Improvements is **Fifty-Two Thousand Dollars (\$52,000)**, 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:

**Lots 1 through 17, Block A, Harry's Landing Addition, Wichita, Sedgwick County, Kansas**

(d) The method of assessment is: **equally per lot (17 lots).**

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

(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 May 10, 2016.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magaña, Director of Law and City Attorney



**Legal Considerations:** The Law Department has reviewed and approved the Certificate of Petition and Resolution as to form and the documents will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolution.

**Attachments:** Certificate of Petition  
Resolution

\



**CERTIFICATE OF PETITION**

STATE OF KANSAS            )  
COUNTY OF SEDGWICK    )  SS:

We, AMI Metals, Inc., a Tennessee corporation, owner of Lot 1, Block A, ALLEN WILLIAMS 2<sup>ND</sup> ADDITION, Wichita, Sedgwick County, Kansas, do hereby certify that a petition 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 for improvements, Lot 1, Block A, or portions thereof within Allen Williams 2<sup>nd</sup> Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 13<sup>th</sup> day of April, 2016.

AMI Metals, Inc.

By: Kimberly Hayes  
Kimberly Hayes, Corporate Controller

STATE OF Tennessee  
COUNTY OF Williamson

SS:

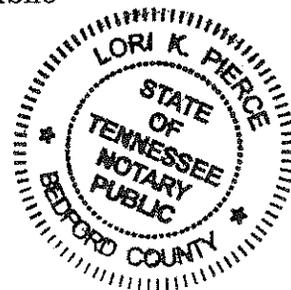
BE IT REMEMBERED, that on this 13 day of April, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kimberly Hayes, as Corporate Controller of AMI Metals, Inc., a Tennessee corporation, personally known to me to be the same person(s) who executed the within 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 corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Lori K. Pierce

Notary Public

(My Appointment Expires: 2/13/19)



Approved as to form:

Jennifer Magaña

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on May 13, 2016)

**RESOLUTION NO. 16-104**

**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 553, SOUTHWEST INTERCEPTOR SEWER – ALLEN WILLIAMS 2<sup>ND</sup> ADDITION/NORTH OF PAWNEE, EAST OF HOOVER) (468-85114).**

**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**, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

**WHEREAS**, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; 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 **Eleven Thousand Dollars (\$11,000)**, 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:

**ALLEN WILLIAMS 2<sup>ND</sup> ADDITION**

Lot 1, Block A

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

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

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

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

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

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

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

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

**ADOPTED** by the City Council of the City of Wichita, Kansas, on May 10, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

City of Wichita  
City Council Meeting  
May 10, 2016

**TO:** Mayor and City Council

**SUBJECT:** ZON2016-00009 – Zone Change from LI Limited Industrial to CBD Central Business District, Generally Located North of West Douglas and East of North Oak Street (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

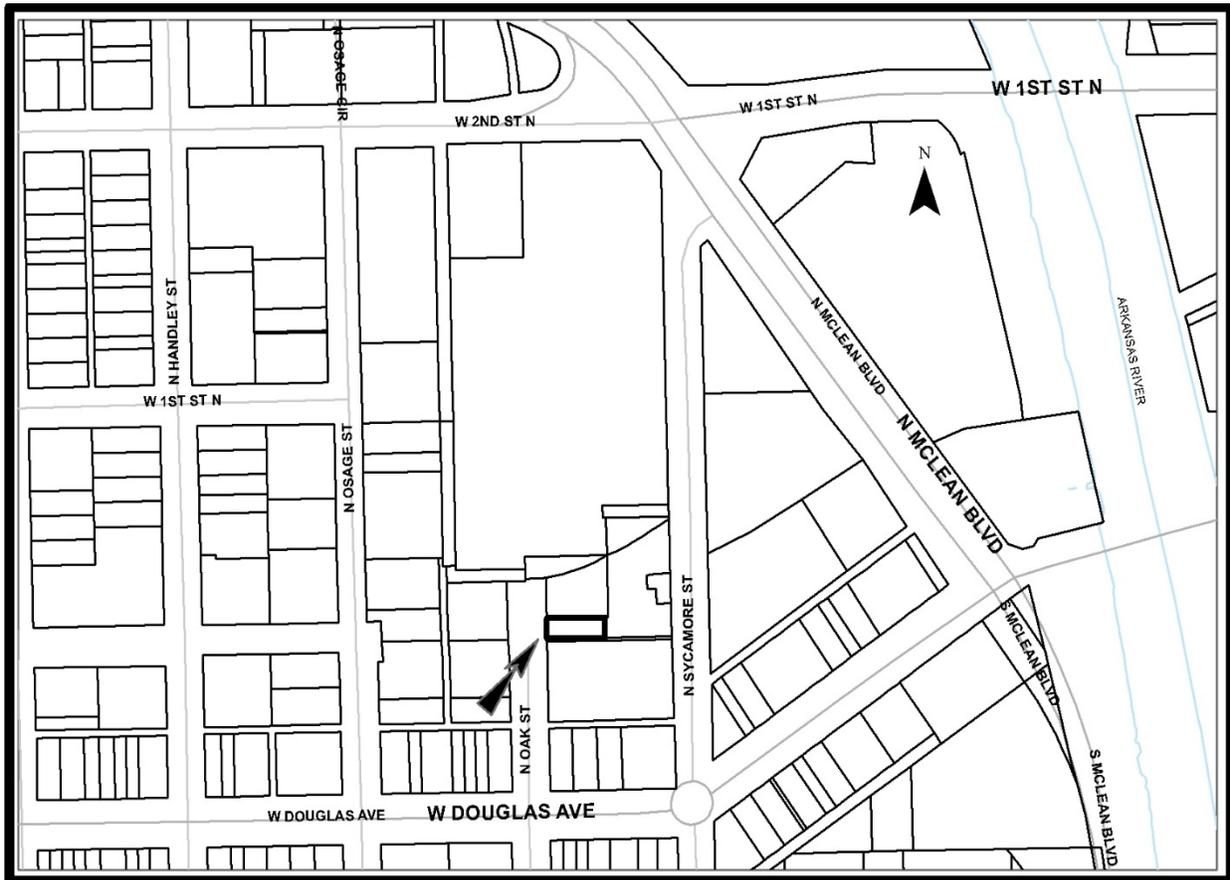
**AGENDA:** Planning (Consent)

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**MAPC Recommendation:** The MAPC recommended approval of the request (13-0).

**DAB Recommendation:** District Advisory Board VI recommended approval of the request (8-0).

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



**Background:** The applicants requests Central Business District (CBD) zoning on 0.11 platted acres (a portion of vacated Pearl Street) located on the east side of North Oak Street, 300 feet north of West Douglas Avenue. The subject site is currently zoned Limited Industrial (LI), and is vacant. The applicant wishes to match the zoning of this site with the greater City-owned parcel to the north. The greater site is designated to become a downtown catalyst development site. The site is located in the Delano District which developed in the 1870's and then redeveloped in the early 1900's when off-street parking requirements did not exist. Therefore, many properties in the Delano District do not have, or have only minimal, off-street parking and rely upon public parking located in the street right-of-way. The site is located within the Delano Neighborhood Revitalization Plan area, but is not within the Delano Overlay Neighborhood District (D-O), which exists one-half block south of the site. CBD zoning mitigates site development issues for older portions of the core area, such as the requirement to provide off-street parking (off-street parking is not required on CBD zoned property) and reduced setback requirements (the CBD district permits zero setbacks; setbacks in the LI district vary from zero to 20 feet).

Properties north, east and west of the site are also owned by the City, are zoned CBD and are primarily vacant. Properties south of the site are a combination of CBD and Limited Commercial (LC) zoning. The properties south of the site are used for warehousing, office and commercial uses. Within the past two years, eight zone changes to CBD have been approved in Delano.

**Analysis:** On April 7, 2016, the Metropolitan Area Planning Commission (MAPC) approved the request (13-0). No members of the public spoke at the MAPC hearing.

On April 4, 2016, District Advisory Board (DAB) VI reviewed the application and approved it 8-0. No members of the public spoke at the DAB hearing.

No protest petitions have been received. The request can be approved with a simple majority vote.

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

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

**Recommendation/Actions:** It is recommended that the City Council adopt the findings of the MAPC, approve the requested Zone Change and place the ordinance on the first reading (simple majority vote).

**Attachments:** Ordinance, MAPC minutes, DAB VI report.

ORDINANCE NO. 50-253

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. ZON2016-00009

Zone change request from LI Limited Industrial (LI) to CBD Central Business District (CBD) on property located north of West Douglas Avenue on the eastside of Oak Street; described as:

The North Half of vacated Pearl street adjacent to Lot 22, on Oak Street in West Wichita Addition, Sedgwick County, Kansas.

SECTION 2. That upon the taking effect of this ordinance, the above zoning change 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 17th day of May, 2016.

\_\_\_\_\_  
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 APRIL 7, 2016 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2016-00009** - City of Wichita, c/o John Philbrick (applicant) request a City zone change from LI Limited Industrial to CBD Central Business District on property described as:

The North Half of vacated Pearl street adjacent to Lot 22, on Oak Street in West Wichita Addition, Sedgwick County, Kansas.

**BACKGROUND:** The applicants requests Central Business District (CBD) zoning on .11 platted acres (a portion of vacated Pearl Street) located on the east side of North Oak Street, 300 feet north of West Douglas Avenue. The subject site is currently zoned Limited Industrial (LI), and is vacant. The applicant wishes to match the zoning of this site with the greater City owned parcel to the north. The greater site is designated to become a downtown catalyst development site. The site is located in the Delano District which developed in the 1870's and then redeveloped in the early 1900's when off-street parking requirements did not exist. Therefore, many properties in the Delano District do not have, or have only minimal, off-street parking and rely upon public parking located in the street right-of-way. The site is located within the Delano Neighborhood Revitalization Plan area, but is not within the Delano Overlay Neighborhood District (D-O), which exists one-half block south of the site. CBD zoning mitigates site development issues for older portions of the core area, such as the requirement to provide off-street parking (off-street parking is not required on CBD zoned property) and reduced setback requirements (the CBD district permits zero setbacks; setbacks in the LI district vary from zero to 20 feet).

Properties north, east and west of the site are also owned by the City, are zoned CBD and are primarily vacant. Properties south of the site are a combination of CBD and Limited Commercial (LC) zoning. The properties south of the site are used for warehousing, office and commercial uses. Within the past two years, eight zone changes to CBD have been approved in Delano.

**CASE HISTORY:** The property is a portion of vacated West Pearl Street, adjacent to lots platted in the West Wichita Addition. The property was included in the Delano Neighborhood Revitalization Plan in 2001.

**ADJACENT ZONING AND LAND USE:**

North: CBD	Vacant
South: CBD, LC	Warehousing, office and commercial uses
East: CBD	Warehousing
West: CBD	Vacant, warehousing

**PUBLIC SERVICES:** The site has access to North Oak Street, an unpaved local street with an 80-foot right-of-way at this location. The site is a vacated portion of West Pearl Street, which formerly included rail right-of-way. The Delano Neighborhood Plan calls for a linear parkway, a pedestrian and bike corridor to run immediately north of this site along former rail right-of-way. The site is served by all typical municipal services.

**CONFORMANCE TO PLANS/POLICIES:** The Delano Neighborhood Plan map depicts the site as appropriate for “commercial service (warehouse)” use. The Project Downtown Plan identifies the site as a catalyst redevelopment site. The adopted Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the site as within the Established Central Area - the downtown core and mature neighborhoods surrounding it in a roughly three-mile radius. The Plan encourages infill development within the Established Central Area that maximizes public investment in existing and planned infrastructure and services. The Plan promotes downtown as the region’s preeminent walkable, mixed-use development area with a focus on office, retail, hospitality, government services, high-density residential, and entertainment, cultural, and civic facilities and activities. The Plan’s *2035 Wichita Future Growth Concept Map* identifies this location as “residential and employment mix,” encompassing areas that likely will be developed or redeveloped by 2035 with uses predominately of a mixed nature. Due to the proximity of higher intensity business uses, residential housing types within this area likely will be higher density. Due to the proximity of residential uses, employment uses likely will have limited negative impacts associated with noise, hazardous emissions, visual blight and odor.

The Unified Zoning Code (UZC) states that the purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of Wichita. It is intended for application only within the City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited to zero lot-line setbacks, shared parking, public streetscapes as landscaping and urban design elements and mixed uses within a building. The application area shares similar patterns of development and uses as the original core CBD area.

**RECOMMENDATION:** Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED**.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The properties surrounding the subject site are zoned CBD, LC, GC and LI which permit a very wide range of land uses: residential, office, personal service, entertainment and commercial. Properties one-half block south of the site are subject to the D-O overlay district use restrictions and design guidelines.
2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned LI which permits a wide range of industrial and commercial uses, but requires the provision of off-street parking per the UZC. The site has economic value as currently zoned. Approval of CBD zoning would eliminate the requirement for off-street parking and modify building setback requirements. Approval of CBD zoning would give the applicant unified zoning on their entire ownership.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the request should have little if any impact nearby property owners.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The Delano Neighborhood Plan map depicts the site as appropriate for “commercial service (warehouse)” use. The Project Downtown Plan identifies the site as a catalyst redevelopment site. The adopted Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the site as within the Established Central Area - the downtown core and mature neighborhoods surrounding it in a roughly three-mile radius. The Plan encourages infill development within the Established Central Area that maximizes public investment in existing and planned infrastructure and services. The Plan promotes downtown as the region’s preeminent walkable, mixed-use development area with a focus on office, retail, hospitality, government services, high-density residential, and entertainment, cultural, and civic facilities and activities. The Plan’s *2035 Wichita Future Growth Concept Map* identifies this location as “residential and employment mix,” encompassing areas that likely will be developed or redeveloped by 2035 with uses predominately of a mixed nature.
5. Impact of the proposed development on community facilities: Approval of the request should generate no additional impacts on community facilities. Existing public infrastructure at the site will accommodate uses under the proposed CBD zoning.

**JESS MCNEELY**, Planning Staff presented the Staff Report.

**DAILEY** asked about the alley between Oak and Sycamore Streets and if it would remain an alley.

**MCNEELY** stated the only property being rezoned is the subject property, which is owned by the City. He said a dedicated alley would be public right-of-way.

**MOTION:** To approve subject to staff recommendation.

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



**INTEROFFICE  
MEMORANDUM**

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**TO:** MAPC  
**FROM:** Martha Sanchez, Community Service Representative, District VI  
**SUBJECT:** ZON2016-0009  
**DATE:** April 4, 2016

On Monday, April 4, 2016, the District VI Advisory Board considered a request for a zoning change from Limited Industrial to Central Business District. The proposed use of the property is a catalyst development site.

**Action Taken: Mason / Weihe made a motion to recommend approval of zoning request.**

**Motion carried: (8-0)**

Please review this information when **ZON2016-0009** is considered.

City of Wichita  
City Council Meeting  
May 10, 2016

**TO:** Mayor and City Council

**SUBJECT:** ZON2016-00010 – Zone Change from LI Limited Industrial to CBD Central Business District, Generally Located North of West Douglas, at the Southwest Corner of West Pearl Street and North Handley Street (117 N. Handley) (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**MAPC Recommendation:** The MAPC recommended approval of the request (13-0) subject to staff recommended conditions.

**DAB Recommendation:** District Advisory Board VI recommended approval of the request (8-0) subject to staff recommended conditions.

**MAPD Staff Recommendation:** Metropolitan Area Planning Department staff recommended approval of the request subject to the property owner obtaining a minor street privilege for the paved eight parking spaces along the site’s north boundary.



**Background:** The applicants request Central Business District (CBD) zoning on 0.41 platted acres located at the southwest corner of West Pearl Street and North Handley Street. The subject site is currently zoned Limited Industrial (LI), and is developed with a warehouse/office building. The 1960 building on the site has zero lot-line setbacks to the north, south and west sides. The east side of the building, facing Handley Street, is set back approximately 44 feet from the east property line; this side of the site is planned for 12 off-street parking spaces (see the applicant's site plan). The proposed use for the site is a micro-brewery with a tasting room, which is permitted under the current LI zoning. The requested CBD zoning would give the applicants maximum flexibility with code required parking and building setback standards. The site is located within the Delano District, a commercial district serving West Wichita with a variety of commercial, personal service and entertainment uses since the 1870's. The site is within the Delano Neighborhood Plan area, but is not within the Delano Overlay Neighborhood District (D-O). The D-O exists immediately south of this site and one block to the west.

The Delano District was initially developed in the 1870's and then redeveloped in the early 1900's when off-street parking requirements did not exist. Therefore, many of the uses in the Delano District do not have, or have only minimal, off-street parking and rely upon public parking located in the street right-of-way. CBD zoning mitigates site development issues for older portions of the core area, such as the requirement to provide off-street parking (off-street parking is not required on CBD zoned property) and reduced setback requirements (the CBD district permits zero setbacks; setbacks in the LI district vary from zero to 20 feet). The proposed micro-brewery on this site would require 24 parking spaces in the existing LI zoning. The applicant demonstrates 12 off-street parking spaces on their site plan. Public on-street parking is available throughout the Delano area. A paved, eight-space parking area was improved by a previous property owner within the unpaved Pearl Street right-of-way along the north property line. The previous property owner paid for an annual minor street privilege and insurance required by City Engineering. The current property owners and applicants can use the same minor street privilege by meeting City Engineering requirements. A letter from City Engineering to a previous property owner, dated December 1, 2015, states that the minor street privilege can be cancelled by removing the pavement and a sign that was put in the right-of-way.

Properties north and west of the site are zoned LI and used for warehousing and offices. Properties south of the site front onto Douglas. They are a combination of General Commercial (GC), Limited Commercial (LC) and CBD zoning. The properties south of the site are used for retail commercial uses. East of the site, across South Handley, is zoned CBD and used for warehousing and retail commercial uses. Within the past two years, eight zone changes to CBD have been approved in Delano.

**Analysis:** On April 7, 2016, the Metropolitan Area Planning Commission (MAPC) approved the request (13-0) subject to staff recommended conditions. No members of the public spoke at the MAPC hearing.

On April 4, 2016, District Advisory Board (DAB) VI reviewed the application and approved it 8-0 subject to staff recommended conditions. No members of the public spoke at the DAB hearing.

No protest petitions have been received. The request can be approved with a simple majority vote.

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

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

**Recommendation/Actions:** It is recommended that the City Council adopt the findings of the MAPC, approve the requested Zone Change subject to staff recommended conditions and withhold publication of the ordinance until conditions are met (simple majority vote).

**Attachments:** Ordinance, MAPC minutes, DAB VI report.

ORDINANCE NO. 50-252

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. ZON2016-00010

Zone change request from LI Limited Industrial (LI) to CBD Central Business District (CBD) on property located north of West Douglas Avenue on the west side of N. Handley (117 N. Handley); described as:

Lots 31, 33, 35, 37 and 39 together with half of the vacated alley adjacent on the West, on Handley Street, West Wichita Addition, Sedgwick County, Kansas.

SECTION 2. That upon the taking effect of this ordinance, the above zoning change 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 17th day of May, 2016.

\_\_\_\_\_  
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 APRIL 7, 2016 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2016-00010** - Ray Dot Properties LLC (owner), IBREWCO, LLC d.b.a. Aero Plains Brewing c/o Brent Miller (applicant), Jeff Davidson (agent) request a City zone change from LI Limited Industrial to CBD Central Business District on property described as:

Lots 31, 33, 35, 37 and 39 together with half of the vacated alley adjacent on the West, on Handley Street, West Wichita Addition, Sedgwick County, Kansas.

**BACKGROUND:** The applicants request Central Business District (CBD) zoning on .41 platted acres located at the southwest corner of West Pearl Street and North Handley Street. The subject site is currently zoned Limited Industrial (LI), and is developed with a warehouse/office building. The 1960 building on the site has zero lot-line setbacks to the north, south and west sides. The east side of the building, facing Handley Street, is set back approximately 44 feet from the east property line; this side of the site is planned for 12 off-street parking spaces (see the applicant's site plan). The proposed use for the site is a micro-brewery with a tasting room, which is permitted under the current LI zoning. The requested CBD zoning would give the applicants maximum flexibility with code required parking and building setback standards. The site is located within the Delano District, a commercial district serving West Wichita with a variety of commercial, personal service and entertainment uses since the 1870's. The site is within the Delano Neighborhood Plan area, but is not within the Delano Overlay Neighborhood District (D-O). The D-O exists immediately south of this site and one block to the west.

The Delano District was initially developed in the 1870's and then redeveloped in the early 1900's when off-street parking requirements did not exist. Therefore, many of the uses in the Delano District do not have, or have only minimal, off-street parking and rely upon public parking located in the street right-of-way. CBD zoning mitigates site development issues for older portions of the core area, such as the requirement to provide off-street parking (off-street parking is not required on CBD zoned property) and reduced setback requirements (the CBD district permits zero setbacks; setbacks in the LI district vary from zero to 20 feet). The proposed micro-brewery on this site would require 24 parking spaces in the existing LI zoning, the applicant demonstrates 12 off-street parking spaces on their site plan. Public on-street parking is available throughout the Delano area. A paved, eight-space parking area was improved by a previous property owner within the unpaved Pearl Street right-of-way along the north property line. The previous property owner paid for an annual minor street privilege and insurance required by City Engineering. The current property owners and applicants can use the same minor street privilege by meeting City Engineering requirements. A letter from City Engineering to a previous property owner, dated December 1<sup>st</sup>, 2015, states that the minor street privilege can be cancelled by removing the pavement and a sign that was put in the right-of-way.

A Metropolitan Area Planning Department (MAPD) parking study of West Douglas Avenue between Sycamore Street and Seneca Street reveals that most of the businesses fronting Douglas Avenue do not provide the current code required number of off-street parking spaces. The MAPD analysis estimates that 5,373 off-street spaces are required, but an estimated 3,989 spaces have been provided.

Properties north and west of the site are zoned LI and used for warehousing and offices. Properties south of the site front onto Douglas, they are a combination of General Commercial (GC), Limited Commercial (LC) and CBD zoning. The properties south of the site are used for retail commercial uses. East of the site, across South Handley, is zoned CBD and used for warehousing and retail commercial uses. Within the past two years, eight zone changes to CBD have been approved in Delano.

**CASE HISTORY:** The property is platted as the West Wichita Addition. The property was included in the Delano Neighborhood Revitalization Plan in 2001.

**ADJACENT ZONING AND LAND USE:**

North: LI	Warehousing, office uses
South: GC, LC, CBD	Retail commercial uses
East: CBD	Warehousing, retail commercial uses
West: LI	Warehousing, office uses

**PUBLIC SERVICES:** The site has access to Handley Street, a paved local street with sidewalks and an 80-foot right-of-way at this location. West Peal Street runs along the north side of the property. Pearl is unpaved at this location with an 80-foot right-of-way, it formerly included rail right-of-way. The Delano Neighborhood Plan calls for this portion of Pearl to become part of a linear parkway, a pedestrian and bike corridor. The site is served by all typical municipal services.

**CONFORMANCE TO PLANS/POLICIES:** The Delano Neighborhood Plan map depicts the site as appropriate for “commercial mixed use.” The adopted Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the site as within the Established Central Area - the downtown core and mature neighborhoods surrounding it in a roughly three-mile radius. The Plan encourages infill development within the Established Central Area that maximizes public investment in existing and planned infrastructure and services. The Plan promotes downtown as the region’s preeminent walkable, mixed-use development area with a focus on office, retail, hospitality, government services, high-density residential, and entertainment, cultural, and civic facilities and activities. The Plan’s *2035 Wichita Future Growth Concept Map* identifies this location as “residential and employment mix,” encompassing areas that likely will be developed or redeveloped by 2035 with uses predominately of a mixed nature. Due to the proximity of higher intensity business uses, residential housing types within this area likely will be higher density. Due to the proximity of residential uses, employment uses likely will have limited negative impacts associated with noise, hazardous emissions, visual blight and odor.

The Unified Zoning Code (UZC) states that the purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of Wichita. It is intended for application only within the City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited to zero lot-line setbacks, shared parking, public streetscapes as landscaping and urban design elements and mixed uses within a building. The application area shares similar patterns of development and uses as the original core CBD area.

**RECOMMENDATION:** Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED** subject to the property owner obtaining a minor street privilege for the paved eight parking spaces along the site's north boundary.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The properties surrounding the subject site are zoned LC, GC, CBD and which permit a very wide range of land uses: residential, office, personal service, entertainment and commercial. Property south and west of the site are subject to the D-O district, which limits land uses and has design guidelines.
2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned LI which permits a wide range of industrial and commercial uses, but requires the provision of off-street parking per the UZC. The site has economic value as currently zoned. Approval of CBD zoning would eliminate the requirement for off-street parking and modify building setback requirements.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the request should have little if any impact nearby property owners. The site is currently developed and has some off-street parking.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval will make the property more marketable with a wider range of possible uses. Denial would presumably represent a loss of economic opportunity to the applicant or property owner.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The Delano Neighborhood Plan map depicts the site as appropriate for "commercial mixed use." The adopted Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the site as within the Established Central Area - the downtown core and mature neighborhoods surrounding it in a roughly three-mile radius. The Plan encourages infill development within the Established Central Area that maximizes public investment in existing and planned infrastructure and services. The Plan promotes downtown as the region's preeminent walkable, mixed-use development area with a focus on office, retail, hospitality, government services, high-density residential, and entertainment, cultural, and civic facilities and activities. The Plan's *2035 Wichita Future Growth Concept Map* identifies this location as "residential and employment mix," encompassing areas that likely will be developed or redeveloped by 2035 with uses predominately of a mixed nature.
6. Impact of the proposed development on community facilities: Approval of the request should generate no additional impacts on community facilities. Existing public infrastructure at the site will accommodate uses under the proposed CBD zoning.

There was brief discussion whether it was Pearl or Pacific Street that was unpaved.

**MCNEELY** said the GIS Data indicates that Pearl is unpaved; the applicant's drawing showed it as Pacific as the unpaved street.

**MOTION:** To approve subject to staff recommendation.

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



**INTEROFFICE  
MEMORANDUM**

---

**TO:** MAPC  
**FROM:** Martha Sanchez, Community Service Representative, District VI  
**SUBJECT:** ZON2016-0010  
**DATE:** April 4, 2016

On Monday, April 4, 2016, the District VI Advisory Board considered a request for a zoning change from Limited Industrial to Central Business District, for the purpose establish a micro-brewery with tasting room.

DAB members asked questions on the following items:  
**Q:** What is the fee for the minor street privilege permit?  
**A:** Between \$600.00 to \$800.00

**Action Taken: Dunakey/ Sanders made a motion to recommend approval of zoning request.**

**Motion carried: (8-0)**

Please review this information when **ZON2016-00010** is considered.

**Agenda Item No. II-17**

**City of Wichita  
City Council Meeting  
May 10, 2016**

**TO:** Mayor and City Council

**SUBJECT:** VAC2015-00054 - Request to Vacate Platted Complete Access Control on Property Generally Located North of East Central Avenue, on the East Side of North Webb Road Between East Chamberlin and East Von Thaden Streets (District II)

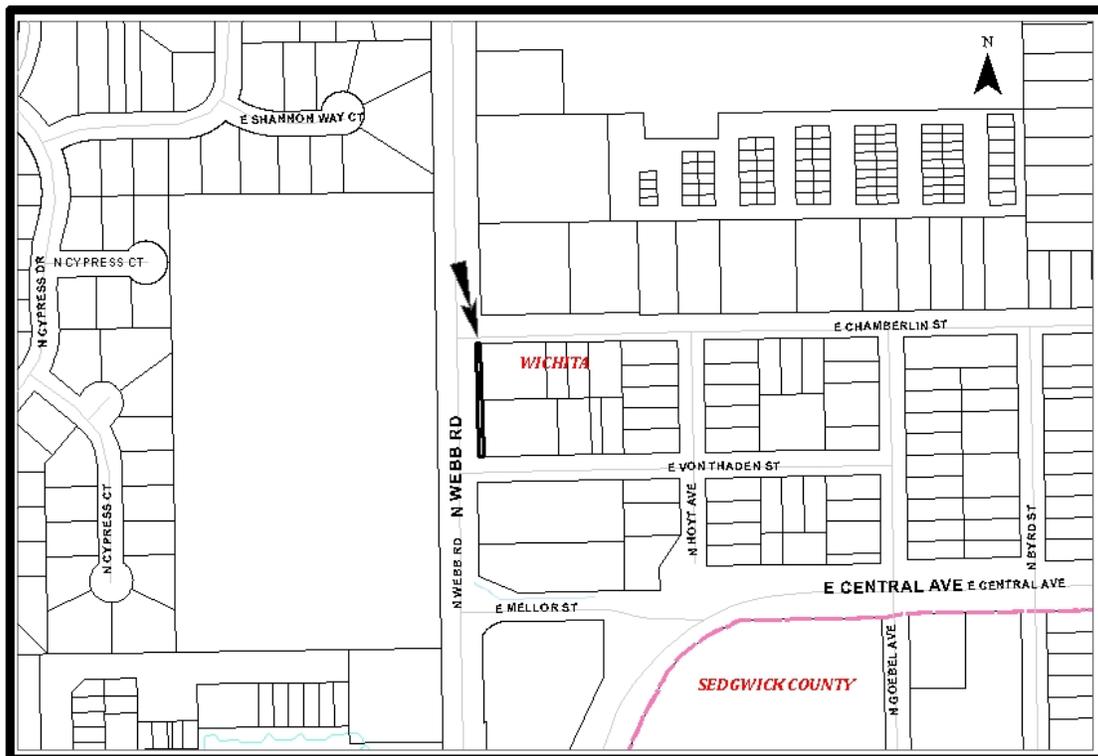
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission recommends approval of the vacation request (12-0).



**Background:** The applicants are requesting the vacation of the platted complete access control located on the north 80 feet and the south 80 feet of the west property line of Lot 1, Travel Air City 2nd Addition, to allow a total of two drives onto Webb Road. Currently the subject lot is allowed one drive in the middle 100-feet of its Webb Road frontage located between the north 80 feet and the south 80 feet of its Webb Road frontage. LSP2015-00036 is a commercial lot split that divides the subject lot into two parcels, with two different owners. The vacation will leave each property owner with a drive onto Webb Road with complete access control in the middle 100 feet of the subject site's Webb Road frontage to allow each parcel its drive.

Webb Road has four lanes at this location. The USD 259's Minneha Elementary School is located west of the site across Webb Road. The school site, Minneha Elementary School Addition, is permitted four drives onto Webb Road, none of which are located across from the subject site's Webb frontage. There is a signaled school crossing going from the subject site to Minneha Elementary School, which is a consideration in the proposed relocated drives. The applicants have provided an improved signaled school crossing as required by the Traffic Engineer.

There are curb cuts from previous development on the subject site that the applicants have reconstructed to a full curb, at the applicants expense. The Travel Air City 2nd Addition was recorded with the Register of Deeds May 20, 2015.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order and two dedications of access control by separate instruments. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order and the two dedications of access control by separate instruments will be recorded with the Sedgwick County Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

**Attachments:**

- Vacation Order
- Two dedications of access control by separate instruments

**BEFORE THE CITY COUNCIL OF THE  
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF PORTIONS )  
OF PLATTED COMPLETE ACCESS CONTROL )**

**GENERALLY LOCATED NORTH OF CENTRAL )  
AVENUE, ON THE EAST SIDE OF WEBB ROAD, )  
BETWEEN CHAMBERLIN & VON THADEN STREETS )**

**VAC2015-00054**

**MORE FULLY DESCRIBED BELOW )**

**VACATION ORDER**

NOW on this 10<sup>th</sup> day of May, 2016, comes on for hearing the petition for vacation filed by R & B Webb Road, c/o Steve Blasdel, Manager, & Triple J of Wichita LLC, c/o Morgan Koon, General Counsel (owners), praying for the vacation of the following described portion of platted complete access control, to-wit:

The north 80 feet and the south 80 feet of the platted complete access control located on and running parallel to the west property line of Lot 1, Travel Air City 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on November 25, 2015, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the described portion of platted complete access control and the public will suffer no loss or inconvenience thereby.
3. Two dedications of access control allowing one drive located in the north 80 feet and one drive located in the south 80 feet of Lot 1, Travel Air City 2<sup>nd</sup> Addition, will be recorded with this Vacation Order at the Sedgwick County Register of Deeds.

4. In justice to the petitioner(s), the prayer of the petition ought to be granted.

5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described portions of the platted complete access control, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 10<sup>th</sup> day of May, 2016, ordered that the above-described portions of the platted complete access control are hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

Approved as to Form:

---

Jennifer Magana, City Attorney and Director of Law

Page 1 of 2

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, R and B Webb Road, LLC, being the owner(s) of the following described real estate in Sedgwick county, Kansas to wit:

The North 130 feet of Lot 1, Block A, Travel Air City 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas.

do(es) hereby grant and dedicate to the City of Wichita, Sedgwick County, Kansas full access control except 1 opening along the north 80' of the North 130 feet of Lot 1, Block A Travel City 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas.

VAC 2015-00054

Executed this 2 day of November, of 2015.

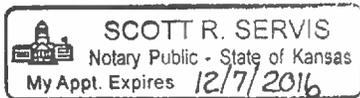
Stephan D. Blasdel  
<Signatures>

STATE OF KANSAS            )  
  )        SS  
COUNTY OF SEDGWICK    )

The foregoing instrument was acknowledged before me this 2nd day of November, 2015.

By Stephan D. Blasdel  
Manager, R+ B Webb Road LLC

Seal or Stamp



Scott R. Servis, Notary Public  
(signature of notary officer)

My appointment expires: December 7, 20 16

Submitted to the Wichita-Sedgwick  
County Metropolitan Area Planning  
Commission and the City Council of  
the City of Wichita, Kansas, and  
approved by said City Council  
  
This \_\_\_\_\_  
  
\_\_\_\_\_  
City Clerk

VAC2015-0054

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, Triple J of Wichita, LLC, being the owner(s) of the following described real estate in Sedgwick county, Kansas to wit:

Lot 1, Block A, Travel Air City 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas except the North 130 feet thereof.

do(es) hereby grant and dedicate to the City of Wichita, Sedgwick County, Kansas full access control except 1 opening along the south 80' feet of Lot 1, Block A Travel City 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas.

VAC2015-00054

Executed this 4 day of NOVEMBER, of 2015.



<Signatures>

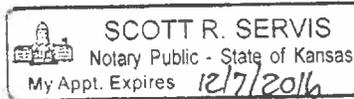
STATE OF KANSAS            )  
  )        SS  
COUNTY OF SEDGWICK    )

The foregoing instrument was acknowledged before me this 4th day of November, 2015.

By Margon Koon

General Council, Triple J of Wichita, LLC

Seal or Stamp



, Notary Public  
(signature of notary officer)

My appointment expires: December 7, ~~19~~ 20 16

Submitted to the Wichita-Sedgwick  
County Metropolitan Area Planning  
Commission and the City Council of  
the City of Wichita, Kansas, and  
approved by said City Council  
  
This \_\_\_\_\_, \_\_\_\_\_.  
\_\_\_\_\_  
City Clerk

VAC2015-00054

Agenda Item No. II-18

City of Wichita  
City Council Meeting  
May 10, 2016

**TO:** Mayor and City Council

**SUBJECT:** VAC2015-00059 - Request to Vacate a Platted Utility Easement on Property Generally Located West of North Maize Road on the North Side of West 29<sup>th</sup> Street North and on the West Side of North Parkdale Circle (District V)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission recommends approval of the vacation request (12-0).



**Background:** The applicant is requesting the vacation of the platted 330.02-foot long (x) 20-foot wide utility easement located 40 feet west and running parallel to the west property lines of Parcels A & B, Lot 1, Block 1, New Market Office 2nd Addition. There are no utilities located in the subject utility easement. However, there are franchise utilities located west of and outside of the subject easement. The applicant proposes to replace the subject easement with a 20-foot utility easement that abuts and runs parallel to the west property lines of the subject sites. There is a parallel 20-foot wide utility easement located in the west abutting Fontana 3rd Addition; a sewer line is located in that easement. The combined easements will provide a total width of 40 feet to cover existing and future utilities. There is a landscaped berm (cedar trees) located within the proposed replacement utility easement. The New Market Office 2nd Addition was recorded May 19, 2011.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order, the dedication of a utility easement by separate instrument and a landscape restrictive covenant. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order, the dedication of a utility easement by separate instrument and the landscape restrictive covenant will be recorded with the Sedgwick County Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

**Attachments:**

- Vacation Order
- Dedication of a utility easement by separate instrument
- A landscape restrictive covenant



5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described platted utility easement, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 10<sup>th</sup> day of May, 2016, ordered that the above-described platted utility easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

Approved as to Form:

---

Jennifer Magana, City Attorney and Director of Law

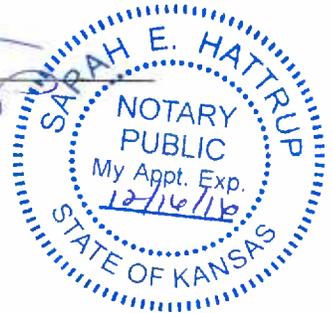


STATE OF KANSAS )  
 )SS  
SEDGWICK COUNTY )

Personally appeared before me a notary public in and for the County and State aforesaid Jerry D. Jones, Vice President of Newmarket Office, LLC, to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.

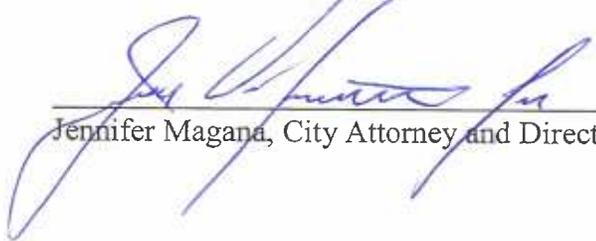
Dated this 15<sup>th</sup> day of March, 2016.

  
\_\_\_\_\_  
Notary Public



My Commission Expires: 12/16/16

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Magana, City Attorney and Director of Law

**RESTRICTIVE COVENANT**

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED Newmarket Office, LLC, c/o of Jerry D. Jones, Vice President, is the current owner of the following described property:

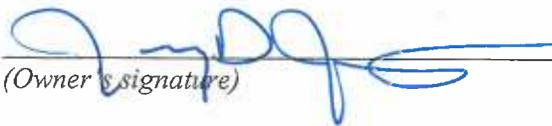
Lot 1, Block 1, Newmarket Office 2nd, an addition to Wichita, Sedgwick County, Kansas; generally located west of Maize Road on the north side of 29th Street North, on the west side of North Parkdale Circle

NOW THEREFORE, in consideration of receiving approval from the appropriate government authorities for the vacation (Vacation Order VAC2015-00059) of platted 330.02-foot long (x) 20-foot wide utility easement located 40 feet west and running parallel to the west property lines of Parcels A & B, Lot 1, Block 1, New Market Office 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas, the undersigned agrees covenants that it will take no affirmative action to cause the overall height of the existing berm (the "Berm") and evergreen trees currently located in the Berm Area, as described on Exhibit "A" incorporated herein, to be reduced.

It is also understood that this covenant shall be binding upon the undersigned, his successors and assigns, and shall run with the land until such time as the said properties are replatted.

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

Newmarket Office LLC, Jerry D. Jones, Vice President

  
*(Owner's signature)*

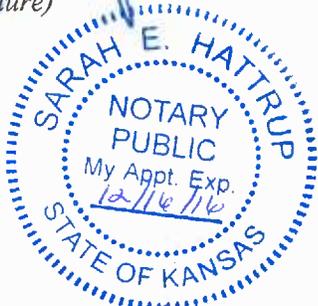
VAC2015-00059

STATE OF KANSAS )  
SEDGWICK COUNTY )

BE IT REMEMBERED, that on this 19<sup>th</sup> day of April, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came

Jerry D. Jones, Vice-President of Newmarket Office, LLC.

  
\_\_\_\_\_  
(Owner's signature)



  
\_\_\_\_\_  
Notary Public

My Commission Expires: December 16, 2016

VAC2015-00059

EXHIBIT "A"

The west 40 feet of Lot 1, Block 1 Newmarket Office 2<sup>nd</sup> Addition to Wichita, Sedgwick County, Kansas

VAC2015-00059

City of Wichita  
City Council Meeting  
May 10, 2016

**TO:** Mayor and City Council

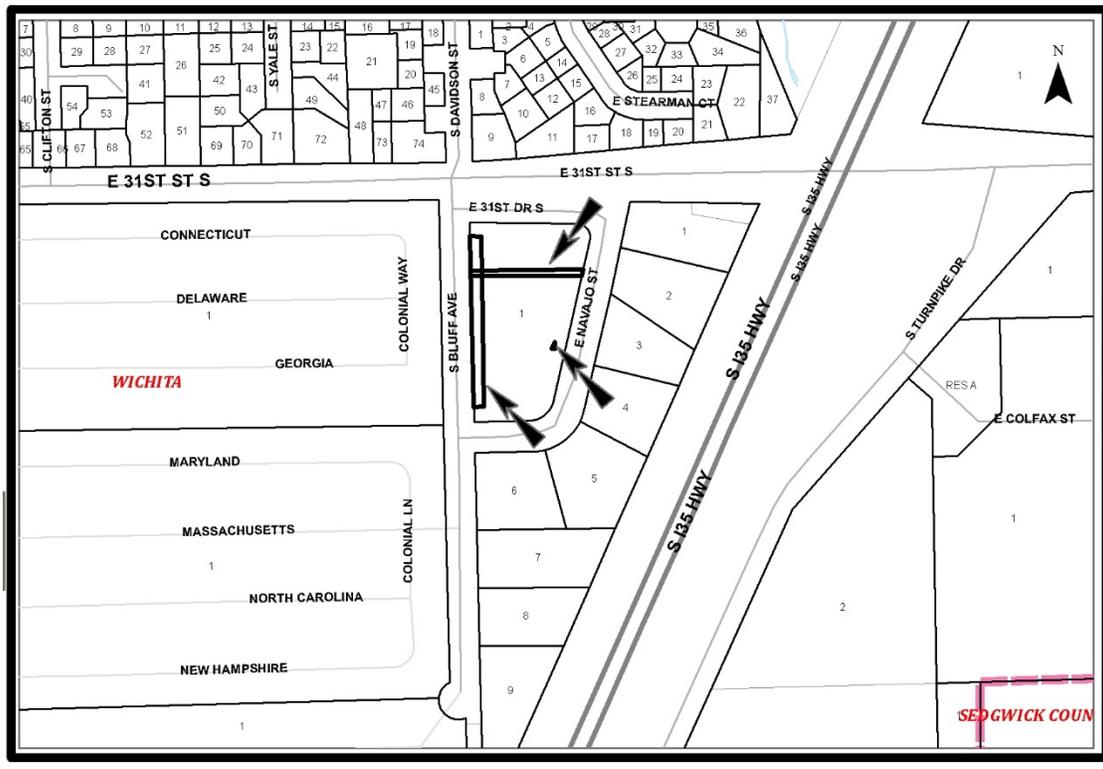
**SUBJECT:** VAC2016-00002 - Request to Vacate a Sewer Easement Dedicated by Separate Instrument and a Portion of Platted Setbacks on Property Generally Located West of Interstate Highway I-35 on the Southeast Corner of East 31<sup>st</sup> Street South and South Bluff Avenue (District III)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission recommends approval of the vacation request (11-0).



**Background:** All of the proposed vacation activity is located on the LI Limited Industrial (LI) zoned Lot 1, Poston Addition. The applicant is requesting the vacation of a 16.5-foot wide sewer easement (east-west) dedicated by separate instrument; Misc. Book 150 – Pages 604-606, recorded March 29, 1940. The north side of the site's building (built 1971, 2006, 2014) covers most of the subject easement. There is a sewer line (northwest-southeast) located in an east portion of the subject easement. This east portion of the subject easement is located in a parking lot and has no structural encroachments. There is also a platted 12-foot wide utility easement that covers the subject sewer line; this easement will remain in place.

The applicant is also requesting the vacation of portions of two platted setbacks: (a) The east four feet of the platted 29-foot wide street side yard setback located on the west side site and running parallel to Bluff Avenue, and; (b) The west four feet of the platted 35-foot wide street side yard setback located on the east side of the site and running parallel to Navajo Street. The applicant's proposed vacation leaves a 25-foot street side yard setback on the west side of the subject site and a 31-foot street side yard setback on the east side of the subject site. The LI zoning district has no minimum street side yard setback. The Poston Addition was recorded with the Register of Deeds July 13, 1973.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order and the dedication of a utility easement by separate instrument. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order and the dedication of a utility easement by separate instrument will be recorded with the Sedgwick County Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

**Attachments:**

- Vacation Order
- Dedication of a utility easement by separate instrument

**BEFORE THE CITY COUNCIL OF THE  
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A SEWER )  
EASEMENT DEDICATED BY SEPARATE INSTRUMENT )  
& PORTIONS OF PLATTED SETBACKS )**

**GENERALLY LOCATED WEST OF INTERSTATE )  
HIGHWAY I-35 ON THE SOUTHEAST CORNER OF 31<sup>ST</sup> )  
STREET SOUTH AND BLUFF AVENUE )**

**VAC2016-00002**

**MORE FULLY DESCRIBED BELOW )**

**VACATION ORDER**

NOW on this 10<sup>th</sup> day of May, 2016, comes on for hearing the petition for vacation filed by Julius Properties, LP, c/o Bradley E. Julius, General Partner, (owner), praying for the vacation of the following described sewer easement dedicated by separate instrument and the following described portions of platted setbacks, to-wit:

**SEWER EASEMENT**

All that portion of an easement granted for sewer in Misc. Book 150, Page 604 and in Misc. Book 301, Page 541 lying within Block 1, Poston Addition, Wichita, Sedgwick County, Kansas.

**BUILDING SETBACKS**

Building Setback along Bluff Street: The east 4.00 feet of the west 29.00 feet of Block 1, Poston Addition, Wichita, Sedgwick County, Kansas, EXCEPT the south 35.00 feet and the north 35.00 feet thereof.

Building Setback along Navajo Lane: Commencing at the southwest corner of Block 1, Poston Addition, Wichita, Sedgwick County, Kansas; thence N88°50'53"E, 29.00 feet along the south line of said Block 1; thence N01°09'07"W, 35.00 feet; thence N88°50'53"E, 115.50 feet along the Building Setback, as platted in said Poston Addition, to a point on a curve to the left having a radius of 28.92 feet, a central angle of 76°04', and a chord distance of 35.64 feet, bearing N50°48'53"E; thence 38.40 feet along said curve to the left and along said Building Setback; thence N12°46'57"E, 137.10 feet along said Building Setback to the Point of Beginning; thence continuing N12°46'57"E, 23.72 feet along said Building Setback; thence S77°13'03"E, 4.00 feet; thence S12°46'57"W, 23.72 feet; thence N77°13'03"W, 4.00 feet to the Point of Beginning.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on January 28, 2016, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the described sewer easement dedicated by separate instrument and the described portions of platted setbacks and the public will suffer no loss or inconvenience thereby.
3. A dedication of a utility easement by separate instrument and its exhibit, will be recorded with this Vacation Order at the Sedgwick County Register of Deeds.
4. In justice to the petitioner(s), the prayer of the petition ought to be granted.
5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.
6. The vacation of the described sewer easement dedicated by separate instrument and the described portions of platted setbacks, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 10<sup>th</sup> day of May, 2016, ordered that the above-described sewer easement dedicated by separate instrument and the described portions of platted setbacks are hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

Approved as to Form:

---

Jennifer Magana, City Attorney and Director of Law

## UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT Bradley E. Julius, President of ZTM, Inc., the General Partner of Julius Properties, L.P. ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant to the CITY OF WICHITA, KANSAS, a Kansas municipal corporation ("Grantee"), with an address of 455 N. Main, Wichita, KS 67202, its successors and assigns, forever a perpetual easement over, under and through the following described real property for the purpose of entering upon, locating, constructing and maintaining, or authorizing the location, construction, or maintenance, and use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables and appurtenances thereto in any part of the easement, including the right to clean, repair, replace and care for the facilities, and for any reconstruction and future expansion of the facilities within the area of the easement together with the right of access to the easement and over the easement for these purposes, to wit:

Beginning at a point on the north line of Block 1, Poston Addition, Wichita, Sedgwick County, Kansas, said point being on the northeasterly line of a 12 feet wide utility easement as platted in said Poston Addition; thence east 7.44 feet along the north line of said Block 1; thence southeast 126.45 feet parallel with said easement; thence northeast at right angles 4.00 feet; thence southeast 30.00 feet parallel with said platted utility easement; thence southwest at right angles 4.00 feet; thence southeast 69.86 feet parallel with said easement to the east line of said Block 1; thence south 4.27 feet along said east line; thence northwest 234.08 feet along the northeasterly line of said platted easement to the Point of Beginning.

Together with

Beginning at a point on the north line of Block 1, Poston Addition, Wichita, Sedgwick County, Kansas, said point being on the southwesterly line of a 12 feet wide utility easement as platted in said Poston Addition; thence southeast 151.53 feet along the southwesterly line of said platted easement; thence southwest at right angles 4.00 feet; thence northwest 157.80 feet parallel with said platted easement to the north line of said Block 1; thence east 7.44 feet along said north line to the Point of Beginning.

Together with

Beginning at a point on the east line of Poston Addition, Wichita, Sedgwick County, Kansas, said point being on the southwesterly line of a 12 feet wide utility easement as platted in said Poston Addition; thence south 4.27 feet along said east line; thence

CORE/0768395.0009/123539242.1

VAC 2016-00002

northwest 77.38 feet parallel with said easement; thence northeast at right angles 4.00 feet; thence southeast 75.88 feet along the southwesterly line of said easement to the Point of Beginning.

THIS EASEMENT is executed and delivered and said easement is granted upon the following conditions:

1. Grantor, its successors and assigns, hereby releases Grantee, its agents and employees, assigns and successors from any and all liability for damage to the remaining lands of Grantor resulting from this conveyance, and construction and maintenance of said utilities, PROVIDED Grantee, its agents and employees, assigns and successors shall, as soon as practicable, after construction of said utilities and all subsequent alterations and repairs thereto, restore all property of Grantor to a neat and presentable condition.
2. It is understood by Grantor that the utilities constructed hereunder shall, in every respect be a public utility as if laid in one of the dedicated streets of the Grantee, and all property abutting thereon shall have the right to connect therewith under the same conditions as if the utilities were in a public street; and Grantee, or any abutting property owners, upon permit from the Grantee herein, shall have the right at all times to enter upon the Easement Property for the purpose of making any necessary repair to or renewals for replacement of the utilities.
3. The rights granted herein shall not be construed to interfere with or restrict Grantor, its successors and assigns from the use of the Easement Property with respect to the construction and maintenance of property improvements along and over the Easement Property so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of the utilities.

This easement shall run with the land and apply to all interests now owned or hereafter acquired to the Easement Property. It shall be filed of record with the Register of Deeds, Sedgwick County, Kansas.



Bradley E. Julius, President of ZTM, Inc., the General Partner of Julius Properties, L.P.

VAC 2016-00008

CORPORATE ACKNOWLEDGEMENT

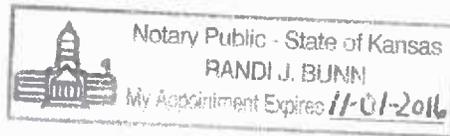
STATE OF KANSAS )  
 ) ss.  
COUNTY OF SEDGWICK )

BE IT REMEMBERED, That on this 20 day of April, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Bradley E. Julius, President of ZTM, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, the General Partner of Julius Properties, L.P., who is personally known to me to be the officer and who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said Corporation as general partner of Julius Properties, L.P.

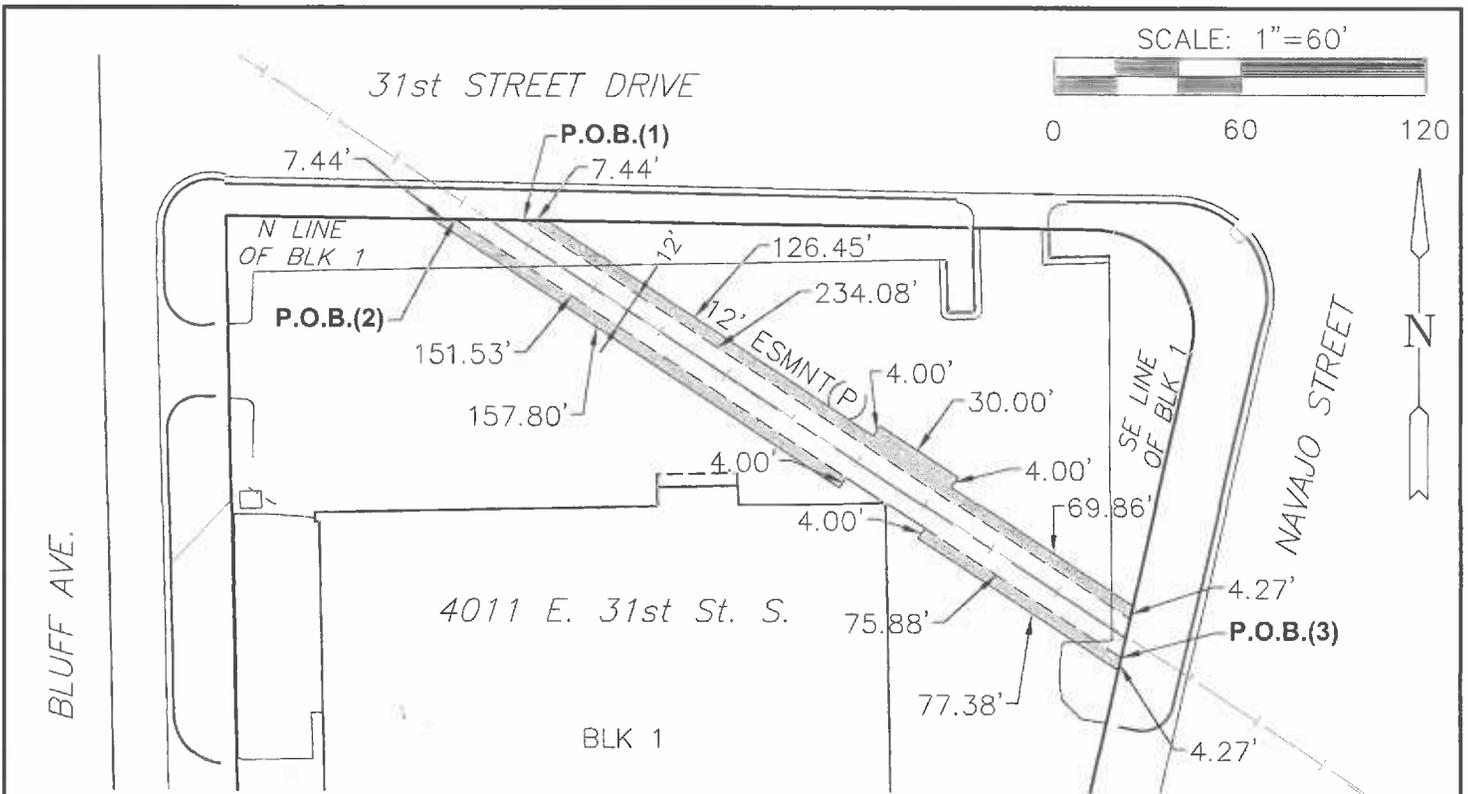
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Appointment Expires  
11-01-2016

*Randi J. Bunn*  
Notary Public



VAC 2016-00002



**LEGAL DESCRIPTION:**

Beginning at a point on the north line of Block 1, Poston Addition, Wichita, Sedgwick County, Kansas, said point being on the northeasterly line of a 12 feet wide utility easement as platted in said Poston Addition; thence east 7.44 feet along the north line of said Block 1; thence southeast 126.45 feet parallel with said easement; thence northeast at right angles 4.00 feet; thence southeast 30.00 feet parallel with said platted utility easement; thence southwest at right angles 4.00 feet; thence southeast 69.86 feet parallel with said easement to the east line of said Block 1; thence south 4.27 feet along said east line; thence northwest 234.08 feet along the northeasterly line of said platted easement to the Point of Beginning.

Together with

Beginning at a point on the north line of Block 1, Poston Addition, Wichita, Sedgwick County, Kansas, said point being on the southwesterly line of a 12 feet wide utility easement as platted in said Poston Addition; thence southeast 151.53 feet along the southwesterly line of said platted easement; thence southwest at right angles 4.00 feet; thence northwest 157.80 feet parallel with said platted easement to the north line of said Block 1; thence east 7.44 feet along said north line to the Point of Beginning.

Together with

Beginning at a point on the east line of Poston Addition, Wichita, Sedgwick County, Kansas, said point being on the southwesterly line of a 12 feet wide utility easement as platted in said Poston Addition; thence south 4.27 feet along said east line; thence northwest 77.38 feet parallel with said easement; thence northeast at right angles 4.00 feet; thence southeast 75.88 feet along the southwesterly line of said easement to the Point of Beginning.

**OWNER:**

Julius Properties, LP  
4011 E. 31st St. South  
Wichita, KS 67210-1509

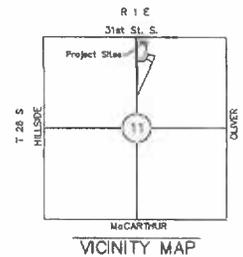
**LEGEND:**

P.O.B. - Point of Beginning  
P - Platted

**PROPERTY IDENTIFICATION:**

C 37376

VAC2016 00002



THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

		©2016 MKEC Engineering All Rights Reserved 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.		 411 N. Webb Rd. Wichita, KS 67206 316.684.9600		<b>STINSON EXHIBIT EASEMENT</b>		
PROJECT NO. 1501020761		DATE: APRIL 2016				SHEET NO.		
DRAWN BY: DSN		DESIGNED BY: JCM		APPROVED BY: JCM		1 OF 1		
0 ISSUED		4/15/16						
NO. REVISION		DATE						

City of Wichita  
City Council Meeting  
May 10, 2016

**TO:** Mayor and City Council

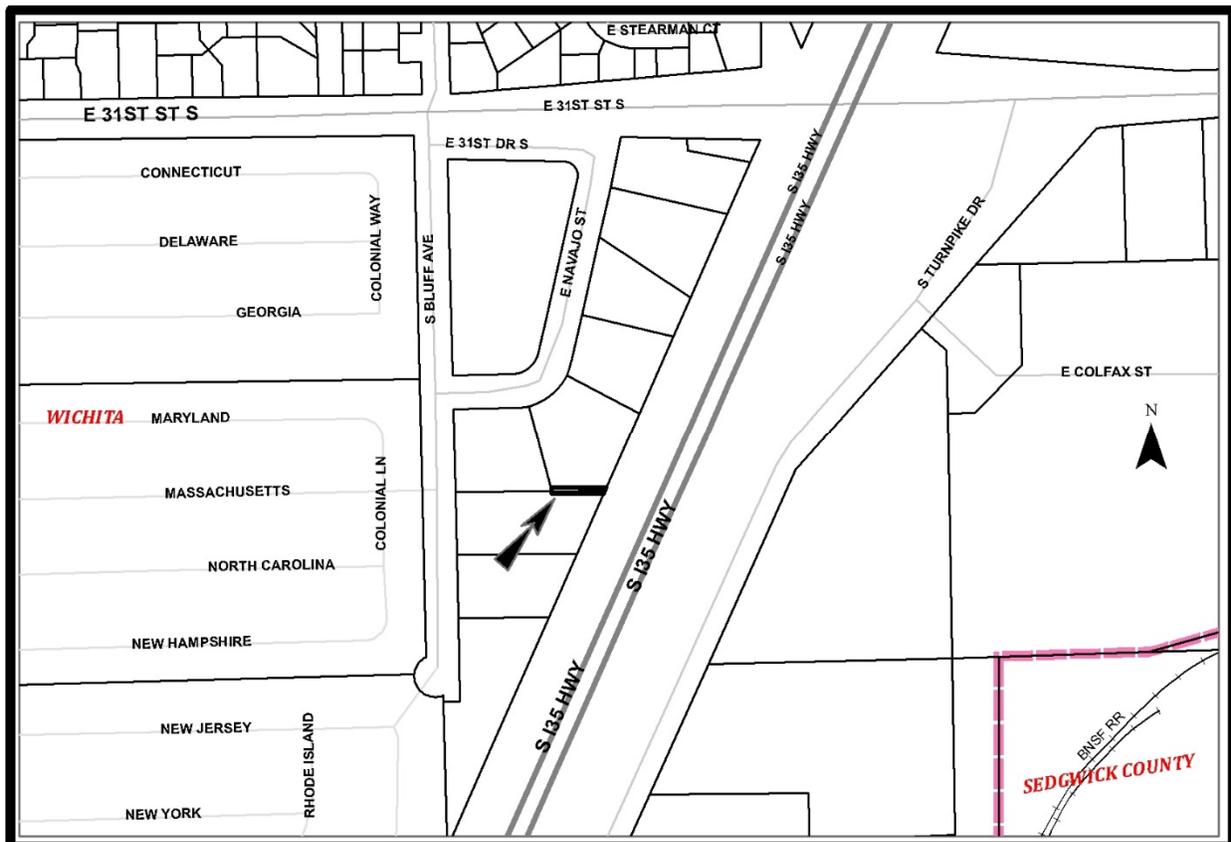
**SUBJECT:** VAC2016-00007 - Request to Vacate a Platted Utility Easement on Property Generally Located West of Interstate Highway I-35 and Southeast of the East 31<sup>st</sup> Street South and South Navajo Street Intersection (District III)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission recommends approval of the vacation request (13-0).



**Background:** The applicant has requested the vacation of the east 127 feet of the 16-foot wide platted utility easement located on both sides of the common lot line of Lots 5 & 7, Block 2, McCarty 2nd Addition. The west portion of the subject easement was vacated November 12, 1986; V-0747, Film 847, Page 506. There are no utilities located within the subject easement. The McCarty 2nd Addition was recorded December 16, 1964.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

**Attachment:**

- Vacation Order

**BEFORE THE CITY COUNCIL OF THE  
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A )  
PLATTED UTILITY EASEMENT )**

**GENERALLY LOCATED WEST OF INTERSTATE )  
HIGHWAY I-35 AND SOUTHEAST OF THE 31<sup>ST</sup> STREET )  
SOUTH & NAVAJO STREET INTERSECTION )**

**VAC2016-00007**

**MORE FULLY DESCRIBED BELOW** )

**VACATION ORDER**

NOW on this 10<sup>th</sup> day of May, 2016, comes on for hearing the petition for vacation filed by Julius Properties, LP, c/o Bradley E. Julius, General Partner, (owner), praying for the vacation of the following described platted utility easement, to-wit:

The east-west 16-foot utility easement centered on the common lot line between Lots 5 and 7, Block 2, McCarty 2nd Addition, Wichita, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on March 17, 2016, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the described platted utility easement and the public will suffer no loss or inconvenience thereby.
3. In justice to the petitioner(s), the prayer of the petition ought to be granted.
4. No written objection to said vacation has been filed with the City Clerk by any

owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described platted utility easement, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 10<sup>th</sup> day of May, 2016, ordered that the above-described platted utility easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

Approved as to Form:

---

Jennifer Magana, City Attorney and Director of Law

City of Wichita  
City Council Meeting  
May 10, 2016

**TO:** Wichita Airport Authority

**SUBJECT:** LeaseCorp Aviation, LLC  
Commercial Hangar Operator Use and Lease Agreement  
Wichita Dwight D. Eisenhower National Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the agreement.

**Background:** Beginning in 2012, LeaseCorp Aviation, LLC (LeaseCorp) has completed development of three hangar facilities, and is currently in the process of constructing a fourth hangar for the purpose of commercial aircraft storage at the Wichita Dwight D. Eisenhower National Airport (Airport).

**Analysis:** LeaseCorp is desirous of leasing an additional 108,538 sq. ft. of land on the Airport to construct ten box-style small hangars. The box hangars will be located at the northeast portion of the Airport on Pueblo Court adjacent to other LeaseCorp hangars, and will be used for aircraft storage and related activities. The initial term of the lease is 20 years with four, five-year option terms. The estimated construction cost to build the hangars is two million dollars, which will be built with private financing from LeaseCorp.

**Financial Considerations:** The standard land rental rate of \$0.2081 per sq. ft. per year will result in new annual revenue to the Wichita Airport Authority (WAA) of \$22,587 for use of the land. The land rental rate will increase five percent for every five-year period, which is consistent with the WAA's published land rental rate schedule.

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

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the agreement and authorize the necessary signatures.

**Attachment:** Agreement.



# **WICHITA AIRPORT AUTHORITY**

## LEASE AGREEMENT

By and Between

WICHITA AIRPORT AUTHORITY  
Wichita, Kansas

and

LEASECORP AVIATION, LLC

Commercial Hangar Operator  
Wichita Dwight D. Eisenhower National Airport  
Wichita, Kansas

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THIS LEASE AGREEMENT (“Agreement”) is entered into this May 10, 2016, between The Wichita Airport Authority, Wichita, Kansas (“LESSOR”) and LeaseCorp Aviation LLC, Federal Tax Identification #46-1861240 (“LESSEE”).

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

WHEREAS, LESSOR owns, operates, regulates, administers, and maintains the campus of Wichita Dwight D. Eisenhower National Airport (“Airport”); and

WHEREAS, LESSEE is an individual, or an entity authorized to operate in the state of Kansas that desires to lease a parcel of land defined below on the campus of the Airport from LESSOR under the terms and conditions set forth below in this Agreement for the purpose of constructing a commercial hangar by LESSEE on the Premises;

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

## **1. PREMISES**

LESSOR agrees to let to LESSEE, and LESSEE does hereby rent from LESSOR certain real property located at 6535 Pueblo Court, consisting more or less of 108,538 sq. ft. of land (“Premises”), as set forth and shown on the attached Exhibit “A”. The Premises shall include the land and any facilities, structures and improvements located and constructed on the land.

The taking of possession of the Premises by LESSEE shall in itself constitute acknowledgement that the Premises are in good and tenantable condition, and LESSEE agrees to accept Premises in its presently existing condition, “as is,” “where is,” and that LESSOR shall not be obligated to make any improvements or modifications to the Premises.

During the Term of this Agreement, LESSOR may re-measure various areas within and around the Premises, in an effort to more accurately reflect improvements, additions and modifications. In the event the square footage of the Premises identified herein differs from the Premises square footage determined by such re-measurement, the parties agree to enter into an amendment to this Agreement to modify the Premises description to reflect the actual square footage of the Premises subject to the provisions of this Agreement. If the actual square footage of the Premises is determined to differ from than the square footage of the defined Premises the current fees and charges shall be re-calculated. Thereafter, LESSEE’s monthly fees and charges shall be based

upon the re-measured square footage. The parties agree that any increase or decrease in the monthly fees and charges payable resulting from re-measurement of the Premises shall not be applied retroactively. The Director may execute an amendment to this Agreement on behalf of LESSOR to reflect the adjusted monthly fees and charges.

## **2. INITIAL TERM**

The term of this Agreement shall commence on May 1, 2016, and shall continue for a period of twenty years ("Initial Term"), with the Initial Term expiring on April 30, 2036, unless otherwise terminated under provisions agreed to herein.

## **3. OPTION TERMS**

This Agreement may be renewed at the LESSEE's option for four (4), consecutive five (5) year periods ("Option Term"), provided LESSEE is not in default hereunder beyond any applicable grace or cure periods in Rent or other payments to LESSOR at the time notice requesting exercising an Option Term is given.

If LESSEE wishes to exercise an Option Term, written notice shall be submitted to LESSOR no less than ninety (90) days prior to the expiration of the Initial Term (for 1st 5-year option), and ninety (90) days prior to the expiration of the then current Option Term. If LESSEE is in default of any obligation under this Agreement then any notice attempting to exercise the Option Term(s) shall be void. In addition, if LESSEE exercises either the Third Option Term or Fourth Option Term (as such terms are hereinafter defined), as a condition precedent to the exercise of such options, LESSEE shall make any improvements to the Premises as may be reasonably requested by LESSOR in order to bring the Premises up to date; provided, however, such improvements shall not be major capital improvements.

The first Option Term shall commence on May 1, 2036, and expire on April 30, 2041. The second Option Term shall commence on May 1, 2041 ("Second Option Term"), and expire on April 30, 2046. The third Option Term shall commence on May 1, 2046, and expire on April 30, 2051 ("Third Option Term"). The fourth Option Term shall commence on May 1, 2051, and expire on April 30, 2056 ("Fourth Option Term").

The Initial Term and any Option Term are sometimes collectively referred to herein as the "Term."

**4. LAND RENT DURING INITIAL TERM**

Upon commencement of this Agreement, LESSEE shall pay to LESSOR Land Rent for the Premise described in Section 1. The Land Rent shall be calculated as follows:

<b>INITIAL TERM</b>					
6535 Pueblo Court – 108,538 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
5/1/2016	-	4/30/2021	.2081	\$22,586.76	\$1,882.23
5/1/2021	-	4/30/2026	.2185	\$23,715.60	\$1,976.30
5/1/2026	-	4/30/2031	.2294	\$24,898.56	\$2,074.88
5/1/2031	-	4/30/2036	.2409	\$26,146.80	\$2,178.90

**5. FACILITY RENT DURING OPTION TERM**

Facility rental for all facilities shall commence at the beginning of the Second Option Term. Second Option Term period, the Third Option Term period, and the Fourth Option Term period, if exercised, shall be set at the then-current market value of such facilities, structures, fixtures and improvements as determined by a single independent third-party licensed and accredited commercial property appraiser with offices in Wichita, Kansas, and experience with the local commercial property market. The appraiser shall be selected by agreement of the parties. In the event that the parties cannot agree on this selection within 15 days after notice is given for exercise of the Second Option Term, the Third Option Term, and the Fourth Option Term, then this appraiser role shall be filed by designation of the chairperson of the board of appraisers issuing the most recently completed condemnation action filed by the City of Wichita. The valuation established by the selected or designated appraiser shall be conclusive on the parties.

**6. LAND RENT DURING OPTION TERMS**

<b>FIRST OPTION TERM</b>					
6535 Pueblo Court – 108,538 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
5/1/2036	-	4/30/2041	.2529	27,449.28	\$2,287.44

<b>SECOND OPTION TERM</b>					
6535 Pueblo Court – 108,538 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
5/1/2041	-	4/30/2046	.2655	\$28,816.80	\$2,401.40

<b>THIRD OPTION TERM</b>					
6535 Pueblo Court – 108,538 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
5/1/2046	-	4/30/2051	.2788	\$30,260.40	\$2,521.70

<b>FOURTH OPTION TERM</b>					
6535 Pueblo Court – 108,538 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
5/1/2051	-	4/30/2056	.2927	\$31,769.04	\$2,647.42

## 7. OTHER FEES AND CHARGES

It is understood and agreed by LESSEE that LESSOR may assess fees and charges to LESSEE according to rates established by LESSOR's Schedule of Fees and Charges. Such Schedule shall be amended from time to time by action of the LESSOR.

## 8. PAYMENT PROCEDURE

LESSEE shall pay to LESSOR in advance on the first day of each month, without demand or invoicing, for rental for the Premises as set forth herein. LESSEE shall pay to LESSOR all other fees within thirty (30) days of the date of invoices of all amounts due as set forth in this Agreement. In the event LESSEE fails to make payment within ten (10) days of the dates due as set forth in this Agreement, and after LESSOR has provided LESSEE with written notice and LESSEE does not make payment within seven (7) calendar days after the date said notice is received, then LESSOR, may charge LESSEE a monthly service charge of twelve percent (12%) on an annual basis for any such overdue amount, unless a lesser sum is set as the maximum allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred by LESSOR in attempting to obtain payment. If LESSOR does not receive payment within seven (7) days of the date of receipt of said written notice, then the monthly service charge shall retroactively commence on the date the payment was originally due.

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

Wichita Airport Authority  
2173 Air Cargo Road  
Wichita, Kansas 67209

or such other address as designated in writing.

Bills, notices and invoices may be delivered to the LESSEE by mail or personal delivery at:

LeaseCorp Aviation, LLC  
1404 S. Airport Road  
Wichita, Kansas 67209

Or

[Raykoenig@leasecorp.net](mailto:Raykoenig@leasecorp.net)

or such other address as designated in writing.

## **9. LESSEE'S IDENTITY**

LESSEE must be a natural person or an entity, firm, company, corporation, partnership, limited liability company, or a joint venture which has substance under State of Kansas Law and a specific legal identity and business purpose as registered with the Secretary of State in the LESSEE's state of business residence.

## **10. PERMITTED USE OF PREMISES**

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

LESSEE shall have the right of ingress and egress, in common with others, for both vehicles and aircraft, for the benefit of its employees, invitees, contractors, subcontractors, agents and representatives, to be exercised in a reasonable manner. This right of ingress and egress is granted for activities incidental or related to LESSEE'S approved activities, and for no other purposes except as may be approved in writing by LESSOR. This right is subject to federal, state and local security and safety requirements and standards. As required by Kansas state statute and the City of Wichita Charter Ordinance, it is understood and agreed that the Premises shall be used and occupied only for aviation purposes or purposes incidental or related thereto in support of CHO activities.

LESSEE recognizes that other tenants now and hereafter may occupy other portions of the Airport, and that such other tenants shall have the right to use public roadways, streets, ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations, and these common facilities are not under an exclusive use lease; and LESSEE shall conduct its operations in such a manner as to not impede access by others to these

common facilities, nor in any other way interfere with, nor disrupt the business of other tenants or the quiet enjoyment of their leasehold interests at the Airport. LESSEE recognizes that this right of quiet enjoyment and unimpeded access extends to all tenants equally.

LESSOR reserves the right to grant and/or permit other parties the right to use any portion of the Airport, except that described in Section 1, PREMISES, for any permitted purpose, and upon any fair and non-discriminatory terms established by the LESSOR.

## **11. PROHIBITED USE OF PREMISES**

The Premises shall not be used for any purpose not expressly authorized in Section 10, Permitted Use of Premises. The following operations, services and concessions shall be specifically prohibited on or from the Premises or any other location at the Airport:

- (a) Commercial catering, restaurant and/or lounge concessions.
- (b) Commercial (for hire) ground transportation;
- (c) Commercial "paid" parking;
- (d) Commercial hotel or lodging;
- (e) Commercial outdoor advertising;
- (f) No transient, guest, or overnight aircraft storage;
- (g) Sale or lease of non-aviation products and services;
- (h) Sale of aviation fuels, or other fuel or lubricant products;
- (i) Any services associated with or resembling fixed-base operation services;
- (j) Revenue-producing communication systems or systems not directly applicable to LESSEE's operations on the Premises;
- (k) Automobile rental service;
- (l) Any activity considered by LESSOR to not be aviation purposes or purposes incidental or related thereto.

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

No tenant has the right to overhang or otherwise invade by vegetation, equipment, improvements, any part of an aircraft the leasehold premises of any other tenant or the vertical areas there above commencing at the property lease line and all areas therein. This prohibition applies to both permanent and transitory invasions. The sole exception to this provision shall be for the navigational easement, described in the Airspace and Easement for Flight provisions of Section 52 General Provisions, granted to airborne aircraft.

The LESSEE shall not perform, or allow to be performed any engine "run-up" in excess of fifty percent (50%) power level on the Premises.

## **12. NON-EXCLUSIVE USE OF CERTAIN FACILITIES**

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

## **13. LESSEE'S RIGHTS AND PRIVILEGES**

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

- (a) The rights to install, operate, repair, and store aircraft upon the Premises and all personal property, equipment and fixtures directly related to and supporting the LESSEE's conduct of a CHO;
- (b) The right of ingress and egress to and from the Premises, which rights shall extend to LESSEE's invitees, contractors, subcontractors, agents, representatives and employees; subject, however, to all reasonable security regulations;
- (c) The right in common with others authorized to do so, to use the common areas of the Airport, consisting of but not limited to roadways, streets, ramps, taxiways, runways, access gates, lighting beacons, and navigational aids; and
- (d) The right to uninterrupted taxiway connection and access from the Premises to the LESSOR's air operations area ("AOA") connecting and adjacent to the Premises.

## 14. LESSOR'S RIGHTS AND PRIVILEGES

LESSOR expressly reserves from the Premises:

- (a) **Mineral Rights.** All gas, oil and mineral rights in and under the soil.
- (b) **Water Rights.** All statutory, exempt, vested, and granted appropriation rights for the use of water, and all rights to request further appropriations for the Premises.
- (c) **Airspace.** A public right of flight through the airspace above the surface of the Premises. This public right of flight shall include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on the Airport. No liability on the part of LESSOR or any tenant will result from the exercise of this right.
- (d) **Navigational Aids.** The right to install, maintain and modify and/or permit others to install, maintain and modify on the Premises visual and electronic navigational aids.
- (e) **Entry and Inspection of Premises.** The right of LESSOR, its authorized officers, employees, agents, contractors, subcontractors, authorized government agents, or other representatives to enter upon the Premises:
  - (1) To inspect at reasonable intervals during regular business hours (or any time in case of emergency or lawful investigation) to determine whether LESSEE has complied, and is complying with the terms and conditions of this Agreement;
  - (2) To inspect Premises, facilities, and equipment for compliance with laws, regulations and/or codes of the federal, state or local government, airport rules and regulations and airport standard operating procedures; and
  - (3) To construct or erect new facilities, or to perform maintenance, repair, or replacement relating to the Premises or any facility thereon, as may be required and necessary, but LESSOR shall not be obligated to exercise this option.
- (f) **Radio/Wireless Communication Systems.** The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises.
- (g) **General Provisions.** The right to exercise any and all rights set out in Section 52, GENERAL PROVISIONS.
- (h) **Signage.** The right to enter onto the premises for installation, and the right to install any signage on the Premises required by law, order, rule, regulation, Airport Security Program or federal directive.

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

## **15. NON-INTERFERENCE WITH AIRPORT OPERATIONS**

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

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

## **16. COOPERATION WITH AIRPORT DEVELOPMENT**

LESSEE understands and agrees that LESSOR may pursue Airport development, improvements and maintenance activities from time-to-time that may affect the Premises and other areas of the Airport. LESSEE agrees to work cooperatively and in good faith with the LESSOR and other tenants and contractors in development, improvement and maintenance activities to minimize any disruptions. If requested by the LESSOR, LESSEE shall cooperate with and assist the LESSOR to the greatest extent possible in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Airport development, improvement, and maintenance activities. LESSOR may temporarily or permanently close, re-route, or consent to the closing or re-routing of any method of ingress or egress on the Airport, so long as the means of ingress and egress to the Airport are maintained. LESSOR may temporarily close the runway, taxiways, ramps or portions thereof for purposes of maintenance, replacement, re-construction or expansion. Exercise by LESSOR of any such Airport development, improvement, or maintenance shall be without expense to LESSEE, but LESSEE shall not be entitled to any compensation for loss of revenue, business interruption, relocation, temporary storage rental, additional increased fuel costs, cycles on engines or any other expense attributable to the development, improvement, or maintenance on the Airport.

## 17. DESIGN AND CONSTRUCTION

LESSEE agrees to construct two boxed hangars, 18,625 sq. ft. facility and 6,017 sq. ft., located at 6535 Pueblo Court on the Premises shown on the attached Exhibit "A". LESSEE warrants that the improvements, when completed, will be necessary or useful by LESSEE for activities allowed under this Agreement. LESSEE agrees to proceed diligently to complete the improvements. It shall be treated as an event of default under this Agreement if construction of the facilities on has not commenced within twenty-four (24) months from the commencement of the Term of this Agreement. Such failure to commence construction shall be treated as an event of default under Section 33, Termination by LESSOR. It shall be treated as an event of default under this Agreement if a Certificate of Occupancy is not issued by the City of Wichita for the facilities at 6535 Pueblo Court within twelve (12) calendar months from the issuance of construction notice-to-proceed. LESSOR may extend such time periods in writing at its complete discretion.

If the Agreement is terminated due to failure to commence or complete the construction as set forth in this Section, LESSEE shall, at LESSOR's election and at LESSEE's sole expense, be required to restore the Premises to a like and comparable condition as it existed at the commencement date of this Agreement. This restoration shall be completed within a time period of ninety (90) calendar days from expiration of LESSEE'S opportunity to cure as set out in Section 33, TERMINATION BY LESSOR. At the end of the ninety (90) day period described above, LESSOR shall be entitled to complete the restoration work at LESSEE'S expense, plus an additional twenty percent (20%) administrative fee to be paid by LESSEE directly to LESSOR. The parties recognize that the Premises are unique property of substantial value, and stipulate that injunctive relief is appropriate to enforce the provisions of this Section. At LESSOR's election, LESSOR shall have the option to complete the construction, utilizing the performance bonds to the extent available at LESSEE's sole expense, as set forth in Section 20, CONSTRUCTION COSTS in lieu of restoration.

LESSEE or designated representatives including the contractor and the consultants shall meet with LESSOR for a pre-design meeting to discuss the project, applicable criteria and standards, schedule, utility requirements, etc. LESSEE shall design and construct facilities and improvements on the Premises subject to the LESSOR'S express approval of LESSEE'S proposed plans and specifications. Any proposed changes prior to or during construction, shall be submitted to the LESSOR for review and approval. Such construction shall adhere to the terms of this Agreement and to any additional design and construction standards, Airport Standard Operating Procedures, Airport Minimum Standards, Airport Security Program, and any other applicable regulations, codes and requirements set out by LESSOR or any governmental agency, or unit. Plans and specification review submittals shall follow accepted practice for such deliverables, and the LESSOR shall provide comments, as applicable, on each submittal. Upon

the LESSOR's reasonable request, the LESSEE shall provide additional or supplemental submittals, as may be reasonably required, to fully understand the proposed improvements. No above-ground wires or other utilities shall be installed on the Premises. LESSOR reserves the right to observe the work from time to time however this shall not take away from the LESSEE's responsibilities. Post construction documentation shall include a copy of all testing results and corrective actions taken.

LESSEE is responsible to retain the services of a Kansas registered land surveyor to develop a tract map with legal description and set the lease pins. Such tract map and legal description shall be provided to LESSOR for review and approval.

LESSEE shall construct and maintain, at its own expense, a concrete paved taxiway access to the Airport's existing taxiway system. LESSEE, at its own expense, shall install, at its option, either taxiway edge lights or reflectors along the concrete paved taxiway access connector, and, to the extent that LESSEE's construction activities require the relocation or replacement of any taxiway edge lights along Taxiway H, LESSEE shall reimburse LESSOR for its reasonable out-of-pocket costs associated with such relocation or replacement conducted by LESSOR's electrical contractor. All aircraft pavement provided by LESSEE shall be designed and constructed in full conformance with applicable LESSOR and Federal Aviation Administration ("FAA") standards for the largest type of aircraft capable of using the Premises. LESSEE shall warrant the work for two years from project completion and shall provide, on contractor and design consultant letterheads, assurances the work was constructed, inspected and successfully tested per the plans approved by the LESSOR when authorizing construction.

LESSEE agrees, at its own expense, to 1) construct the primary electrical service to the Premises, including, without limitation, the transformer and transformer pad, 2) provide water service to the Premises, 3) construct a storm water sewer and storm water detention acceptable to the LESSOR and the FAA, 4) provide sanitary sewer service to the Premises, 5) provide gas service to the Premises and 6) provide communications systems to the Premises.

LESSEE shall warrant the work for all the Improvements constructed by the LESSEE for two years from project completion and shall provide, on contractor and design consultant letterheads, assurances the work was constructed, inspected and successfully tested as designed and approved by the LESSOR. LESSOR will begin maintenance upon work completion and acceptance by the LESSOR.

LESSEE agrees to allow the LESSOR to install and maintain a CCTV camera on exterior of the structure for surveillance with the LESSEE providing the power for the system and an empty communication conduit for the LESSOR to then install the cable. LESSEE agrees not to tie into

the camera system, since this camera installation shall be dedicated to general airport campus security and does not create a special duty on the part of LESSOR for the protection.

LESSEE shall provide a storm water management plan as part of the plan review process. Storm water management facilities shall be designed and maintained in accordance with guidelines established by the City of Wichita, the Wichita Airport Authority, and all federal agencies. No construction, development or subsequent activities shall be allowed to cause adverse drainage issues such as erosion, blocking the flow of water, etc. No runoff shall be allowed to leave the leasehold. LESSOR shall have the option to conduct such construction as needed to insure compliance with the storm water management plan. In the event of any negative impact due to LESSEE's construction, LESSOR shall be entitled to complete restoration work at LESSEE's expense, plus an additional twenty percent (20%) administrative fee to be paid by LESSEE directly to LESSOR. If LESSEE obtains the extension of ninety (90) days or more to remedy the damaging effects of stormwater flows, then LESSEE acknowledges and agrees to hold harmless and indemnify LESSOR from all claims of resulting damage, and for all administrative fines or penalties imposed due to such delay. Upon LESSOR approval of all plans and specifications and upon approval and issuance of required building permits by the Metropolitan Area Building and Construction Department, the LESSEE and LESSEE's employees, contractors, subcontractors, suppliers, agents, and/or representatives shall have the right to enter upon the Premises and commence construction. Stormwater best management practices shall be installed and maintained as required by LESSOR, and other federal, state, and local agencies having regulatory jurisdictional authority.

LESSEE agrees: (1) construction shall be administered and observed on-site by construction and/or design professionals according to the Job Site Requirement document to ensure compliance with the approved plans and specifications; (2) proposed construction modifications, amendments or changes to the LESSOR approved plans and specifications shall be submitted to LESSOR for prior approval; (3) to install a temporary security and/or construction barricade fence as directed by the LESSOR at LESSEE's expense (4) to repair or replace, at LESSEE's expense and to LESSOR's satisfaction, property damaged in the construction of the facilities and improvements by LESSEE, its contractors, agents or employees; and (5) to provide LESSOR, within thirty (30) days following occupancy of the facilities, a complete reproducible set of as-built record drawings, along with a certification of project costs for all permanent improvements. Upon completion of the facility, LESSEE shall furnish a letter to LESSOR warranting that: (1) the improvements have been completed in accordance with the approved plans and specifications; (2) the improvements have been completed in a good and skilled manner; (3) no liens have been filed, nor is there any basis for the filing of such liens with respect to the improvements; and (4) all improvements constituting a part of the project are located or installed upon the Premises. Inaccurate or false certifications under this Section shall be a breach of this Agreement which the parties agree may only be remedied by specific performance whenever

discovered. LESSEE's obligation to cure deficiencies in the improvements to the Premises by performance in a good and skilled manner shall survive this Agreement.

Plan approval described in this Section shall not be deemed approval as required for the Zoning Code, Building Code, or any other approval required by the City of Wichita. LESSEE shall indemnify and hold the LESSOR harmless for any liability for regulatory or governmental approvals or the failure to obtain the same. LESSEE shall be responsible for obtaining all permits and approvals required for the construction, maintenance, operation and use of all facilities on the Premises. Improvements within the secured area and AOA shall conform to Federal Aviation Administration and Transportation Security Administration regulations, standards and criteria for design, construction, inspection and testing. LESSEE shall use reasonable efforts to coordinate the construction of the improvements with time schedules established by the LESSOR, should other construction be occurring at the Airport which may be impacted by this project.

#### **18. FUTURE ALTERATION AND IMPROVEMENT STANDARDS**

Once the initial improvements are completed, LESSEE may, with prior written approval of LESSOR, and by lease amendment, if appropriate, add to, improve, or alter the Premises subject to all conditions set forth herein. Any such addition or alteration shall be subject to the same design, construction and use requirements established for initial construction as set forth in Section 17, DESIGN AND CONSTRUCTION. Any such addition or alteration must be designed and constructed in a manner that shall not weaken or impair the structural strength or reduce the value or functionality of the Premises or existing improvements thereon. It shall be the responsibility of LESSEE to file all necessary alteration and construction forms with the Director of Airports, as the LESSOR's representative, for submission to the Federal Aviation Administration or the Transportation Security Administration for approval.

#### **19. CONSTRUCTION COSTS**

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

Before beginning construction, LESSEE shall, by agreement with its contractor or otherwise, provide performance, labor and material payment bonds and statutory bonds with respect to any improvement that exceeds five thousand dollars (\$5,000) in cost constructed on the Premises in the full amount for the project contract. The general contractor under any such contract shall be the principal and a surety company or companies qualified to do business in Kansas shall serve as surety. Such performance, labor and material payment bonds shall name the Wichita Airport Authority and the City of Wichita, Kansas as the obligees. The statute of limitations on all such bonds shall be for a minimum of two (2) years from project completion. Satisfaction of this requirement shall not be the basis for an extension of the Section 17, Design and Construction, construction period.

For improvement that exceeds five thousand dollars (\$5,000) constructed on the Premises, LESSEE shall purchase and maintain a builder's risk insurance policy, or require its prime contractor to carry such policies, in a sum equal to the full project replacement value as set forth in Section 28, LIABILITY INSURANCE. Builder's Risk coverages shall be in effect from the date of the construction notice-to-proceed and continue in force until all financial interest ceases. LESSEE shall also purchase and maintain any other insurance policies described in Job Site Requirements document relating to construction of the Premises. All other coverages shall remain in force as described in the Job Site Requirement document. The Wichita Airport Authority and the City of Wichita shall be named as additional insured on such policies, and all policies shall be written by insurers subject to LESSOR's reasonable approval.

## **20. CONSTRUCTION INSPECTIONS**

LESSOR shall have the right at any reasonable time prior to the completion of the construction of facilities and improvements and any future alterations and improvements thereto, to enter upon the Premises for the purpose of inspecting the construction thereof, to determine whether or not the improvements are being constructed substantially in accordance with the plans and specifications. If at any time during the progress of such construction, it is determined that the improvements are not being constructed substantially in accordance with the plans and specifications, upon receipt of written notice from the LESSOR, the LESSEE shall make or cause to be made such reasonable alterations as may be required to cause the improvements to substantially conform to the plans and specifications. However, LESSOR has no duty to undertake such inspections, and LESSOR shall not be held to any duty of care regarding such inspections, if conducted.

## **21. REMOVAL AND DEMOLITION**

LESSEE shall not remove or demolish, in whole or in part, any improvements upon the Premises without the prior written consent of the LESSOR, which may, at its discretion, condition such consent upon the obligation of LESSEE replacing the same by a reasonable improvement specified in such consent. LESSEE shall obtain written consent before commencing demolition and restoration. Failure to obtain this consent shall entitle the LESSOR to such compensation as is necessary to restore the affected improvements.

## **22. TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES**

It is understood and agreed that title to the Premises and to all existing and future structures, facilities, improvements and fixtures shall be, and shall remain, exclusively with LESSOR, the Wichita Airport Authority.

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

The term "fixtures", whenever used in this Agreement, shall be construed to include all structures and fixed systems and equipment erected or installed upon the Premises, all fencing, grading and pavement, all underground wires, cables, pipes, conduits, tanks, drains and drainages; and all other property of every kind and nature which is permanently affixed to the Premises, except LESSEE's personal property.

All facilities, structures fixtures and improvements, and alterations and additions to the Premises, excluding personal property of LESSEE, placed at the expense of LESSEE, shall remain upon and be surrendered with the Premises as a part thereof, on any termination of this Agreement, for any cause, and shall remain the property of the LESSOR.

### 23. LIENS

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

LESSOR may consent, upon LESSEE's written request, to an assignment of rents to a governmentally regulated and insured commercial lender as partial security for financing of LESSEE's activities on the Premises, which assignment is intended to be a present transfer to such lender of all of LESSEE's rights to collect and receive rents and charges from approved users, operators, sublessees and permittees. Lender(s) shall have no rights to assign this Agreement or sublease the Premises without the prior written consent of the LESSOR as required under Section 26, ASSIGNMENT and Section 27, SUBLEASING, PERMITTING AND CONTRACTING. Upon LESSEE's written consent LESSOR agrees to give Lender(s) notice of any default or termination of the Agreement, and allow Lender(s) the same opportunity as the LESSEE under the Agreement to correct any condition or cure any default. Nothing in this Section is intended to relieve the LESSEE of its obligations under this Agreement.

## **24. TAXES, LICENSES AND PERMITS**

LESSEE agrees to pay all present and future taxes or, in lieu of taxes, special assessments now or hereafter levied or assessed (1) upon the Premises and facilities, (2) upon property owned or possessed by LESSEE and situated on the Premises, and (3) upon LESSEE's interest in or use of the Premises. LESSEE shall defend, indemnify and save LESSOR and the City of Wichita, Kansas harmless from any claims or liens in connection with such taxes, obligations in lieu of taxes or assessments.

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

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

## 25. UTILITIES

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

Unless otherwise agreed upon in writing, if LESSEE requires utilities beyond that currently provided or that are available to be extended to the Premises boundary, LESSEE agrees to pay the full cost and expense associated with the upgrade/extension/installation of all such utilities related to its use of the Premises, and to comply with all provisions for maintaining such utilities.

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

LESSEE shall design and install all utilities used by LESSEE subject to the express approval of the LESSOR prior to installation. All utilities, including but not limited to, electrical, gas, data and communications utilities installed or caused to be installed shall be underground, and no utility services or other cables or wires shall be installed on poles or otherwise above ground. Unless otherwise provided in this Agreement, all utilities and conduits or ducts installed by anyone on the Premises shall be considered fixtures as defined under Section 22, TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES, and shall become the owned property of LESSOR. All utility facilities installations shall meet the requirements of Section 18, FUTURE ALTERATION AND IMPROVEMENT STANDARDS of this Agreement.

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

## 26. ASSIGNMENT

With the exception of assignment to a parent or "holding" company or subsidiary, LESSEE shall have no right to assign or delegate any of its rights or duties pursuant to this Agreement without the prior written consent of LESSOR. Any assignment or delegation so made and so permitted shall be subject to all terms, conditions and other provisions of this Agreement. Any attempted assignment or delegation in violation of this provision shall be void and have no force or effect whatsoever.

## 27. SUBLEASING, PERMITTING AND CONTRACTING

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

(a) Any arrangements must be in the form of a written instrument and must be for purposes and uses of the Premises as authorized under this Agreement, and shall be subject to the provisions of this Agreement. LESSEE shall submit a copy of such proposed instrument at the time of requesting consent of LESSOR.

(b) All sublease(s) must comply with Sections 10 and 11 of this Agreement, and shall be reviewed for compliance by LESSOR to that end. Any arrangement for the subleasing of space must be in conformance with the use of the Premises outlined in this Agreement, unless expressly approved otherwise in writing by LESSOR.

(c) LESSEE must keep current records on file and available for LESSOR's inspection, that describes the nature and document the legitimacy of the sublessee's business, including all current municipal, state, or local licenses or permits required for the conduct of sublessee's business.

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

to eviction from the Premises as a result of termination, cancellation, or expiration of this Agreement, irrespective of sublessee's state of compliance with the terms of its sublease.

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

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

It is understood and agreed that this Section does not apply to third party hangar space lease/rental arrangements for non-commercial private use of aircraft storage, and office space related and incidental to the operation and administration thereof, as may be customary in the normal course of business as a commercial hangar operator.

## **28. LIABILITY INSURANCE**

LESSEE shall procure, maintain and carry, at its sole cost, in accordance with and for the Term of this Agreement all insurance, as required per the amounts as set forth below. Insurance shall be furnished by a company meeting the reasonable approval of the LESSOR. Policy deductible amounts also require reasonable approval of the LESSOR.

Insurance certificates shall be issued on a standard ACORD form or such other documentation as may be acceptable to LESSOR in its discretion and include the NAIC number of the insuring company. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless otherwise approved by the LESSOR, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates must be received and approved by the LESSOR prior to occupancy. LESSOR retains the right to require changes in the character, coverages and amounts of coverage commensurate with changes in the LESSEE'S use of the Premises. All policy deductibles shall be shown on the certificate of insurance and meet the approval of the LESSOR.

The failure of LESSOR to reject the LESSEE'S proffered insurance shall not be deemed to constitute an acceptance by the LESSOR of deficient insurance coverage. If the LESSEE fails to procure or maintain any of the specified coverages the LESSOR has the right, but not the obligation, to secure the coverage and charge the cost to the LESSEE along with a 20% administrative fee.

The LESSEE shall be responsible for determining the types and limits of insurance coverage required by any approved SUBLESSEE, permittee or contractor of the LESSEE commensurate with the type of activity and associated risk levels. At a minimum, any SUBLESSEE shall carry Workers' Compensation, general liability (minimum of \$1,000,000 per occurrence) and automobile liability (minimum of \$500,000 combined single limit). LESSEE shall require in any approved sublease that the Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds on the SUBLESSEE'S general liability policy.

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

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

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

a) WORKERS' COMPENSATION

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

b) AUTOMOBILE LIABILITY

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

Combined Single Limit	\$1,000,000 Each Accident
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c) COMMERCIAL GENERAL LIABILITY

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

Annual Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

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

d) UMBRELLA/EXCESS LIABILITY COVERAGE

The LESSEE shall provide minimum Umbrella/Excess liability limits (excess of all coverages other than Workers' Compensation) of:

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

e) HANGARKEEPERS AND PREMISES LIABILITY COVERAGE

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

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

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

f) POLLUTION LIABILITY COVERAGE

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

Each Claim	\$1,000,000
Aggregate Limit	\$2,000,000

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

LESSEE agrees that in the event of future changes in the law or upon notice by the LESSOR, the minimum levels of insurance required by this Section may be increased within the bounds of commercial reasonableness.

LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of certificates, evidencing that such insurance is in full force and effect, and stating the terms thereof. This Agreement shall not commence until certificates of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing twelve month period. Failure to maintain satisfactory insurance policies in force shall constitute grounds for termination of this Agreement as set forth in Section 32, TERMINATION BY LESSOR.

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

## **29. ALL RISK PROPERTY INSURANCE**

LESSEE, at its expense, throughout the Term of this Agreement, shall cause any facilities, structures, fixtures and improvements on the Premises to be insured against loss or damage by fire or other casualty equal to the full replacement value thereof and by an all risk coverage policy furnished by a company licensed to do business in Kansas. Such policy shall not exclude, or in the alternative, shall carry full coverage endorsements for damage from tornado, hail, and sewer backup, and shall furnish LESSOR a certificate evidencing such insurance. The first dollar proceeds of any payments made under such insurance policy or policies shall be used to replace, restore, rehabilitate or reconstruct the insured facilities, subject to the provisions governing damage or destruction found at Section 48. LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of all policies or certificates evidencing that such insurance is in full force and effect, and stating the terms thereof. This Agreement shall not commence until policies of insurance satisfactory to LESSOR are supplied by LESSEE.

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

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

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

### **30. SUBROGATION OF INSURANCE**

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

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

### **31. LOSS OF PERSONAL PROPERTY**

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

### **32. TERMINATION BY LESSOR**

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

- (a) LESSEE shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and LESSEE is thereafter adjudicated bankrupt pursuant to such proceedings;
- (b) A court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act;
- (c) Receiver of LESSEE's assets shall be appointed;
- (d) LESSEE shall be divested of its estate herein by other operation of law;
- (e) LESSEE shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSEE are to be performed, kept or observed.

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

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

### 33. TERMINATION BY LESSEE

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

(a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport or any major part thereof for Airport purposes and the remaining in full force of such permanent injunction for a period of at least one hundred and eighty (180) days.

(b) Inability of the LESSEE to use, for a period in excess of one hundred and eighty (180) days, the Airport or any part of the facility because of any law, order, rule, regulation or other action or non-action of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.

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

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

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

(e) In the event of destruction of the facilities, improvements, or the demised Premises as more fully described in Section 48, DAMAGE OR DESTRUCTION.

### 34. MAINTENANCE AND REPAIR

LESSEE shall maintain and keep at its sole cost and expense, the Premises and the fixtures and appurtenances thereto in its original condition, subject to reasonable wear and tear, and keep the Premises free of trash, debris and obstructions. LESSEE, at its sole cost and expense, shall maintain and keep in good repair the entirety of the leased Premises and within all improvements placed thereon.

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

- (a) Exterior of all structures and improvements on the Premises.
- (b) Interior of all structures and improvements on the Premises.
- (c) Grading and drainage systems and drains, paving, lighting, parking lots, fencing, streets and roadways within the Premises.
- (d) Repair or replacement of any damaged or failed pavement and/or sub-grade on the Premises.
- (e) Repair or replacement of damaged or failed pavement taxiway entrance connectors.
- (f) Repair or replacement of any damaged or failed vehicle access road.
- (g) Connection of all utilities (except the primary electrical system) including, but not limited to, underground utility lines and connections within the leased Premises, connection and other fees.
- (h) From time to time and as often as reasonably required by LESSOR and in accordance with state and local fire codes, conduct appropriate tests of all fire monitoring, alarm and extinguishing equipment, systems and apparatus located on the Premises. Keep in proper functioning order all extinguishing systems and equipment located on the Premises as required by LESSOR, and in accordance with NFPA, and state and local fire codes.
- (i) All janitorial service, landscaping, landscape maintenance and mowing, and daily routine Premises clean-up work and trash removal to keep the Premises in good and tenantable condition throughout the Term of this Agreement.
- (j) Removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the leased Premises or out of its operation. Such removal shall conform to all governmental requirements and regulations as more fully described herein. Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine clean-up of the Premises. LESSEE shall immediately react and take prompt corrective actions to remove and dispose of any paper, garbage and debris on Premises upon demand of LESSOR. LESSEE shall provide, and screen from public view, suitable covered receptacles for all garbage, trash and other refuse. Piling of boxes,

cartons, barrels, pallets or other similar items in an unsightly or unsafe manner on or about the Premises is forbidden.

- (k) Repair or replacement of any damaged paved surfaces and/or sub-grade on the Airport that may be caused due to the LESSEE's negligence or intentional misuse, or consent to use of such facilities of others. Negligence use includes, including but not limited to, the use exceeds the weight bearing capacity limits of the pavements.

LESSOR shall be responsible for maintenance, repair and replacement of common use paved surfaces, airfield edge lighting system, and storm drainage systems on the Airport not within or upon the Premises. LESSOR shall be responsible for maintenance, repair and replacement of the primary electrical system on the Airport and within or upon the Premises.

At any time during the Term of this Agreement, LESSOR, its agents or employees, shall have the right to enter upon the Premises and within all improvements placed thereon, to conduct reasonable inspections, and to direct work done as needed to meet the above-described maintenance condition in a timely manner.

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

### 35. SNOW AND ICE REMOVAL

LESSEE shall be responsible for all snow and ice removal on the Premises. Aircraft parking ramps and the AOA within the Premises shall be maintained to a winter surface condition safe for aircraft operations, and safe for customers and employees moving and working on the ramp. At no time shall LESSEE engage in snow and ice removal beyond the Premises without the prior approval of the LESSOR.

Snow piles, windrows or other accumulations of snow shall not:

- (a) Be closer than twenty five feet from any security fence;
- (b) Block any access gates or controls;
- (c) Block or impede any taxiway or taxi lane;
- (d) Impose an obstruction within the object free area of any taxiway or taxi lane;
- (e) Infringe upon, block or interrupt the business of other airport tenant leaseholds.

Snow piles and accumulations requiring removal may be stored on pre-approved/arranged paved or non-paved areas.

Only FAA approved dry and liquid chemicals may be used for de-icing or snow removal on aircraft operating surfaces, as set forth in Advisory Circular 150/5200-30, current edition, or as may be amended, *Airport Winter Operations and Safety*, Section 4-6 *Approved Chemicals*, current edition, or as may be amended.

The use of snow and ice removal contractors may be authorized subject to prior written approval by LESSOR, and subject to acceptable completion of contractor employee training, and other reasonable safety requirements and standards that LESSOR may impose, including but not limited to compliance with Airport Rules and Regulations, and Standard Operating Procedures. All such snow and ice removal contractors shall maintain a general liability insurance policy of not less than \$2,000,000 limit, naming LESSEE, LESSOR and the City of Wichita as additional insureds.

LESSOR shall be responsible for snow and ice removal on paved surfaces of the Airport not within the Premises.

### **36. LANDSCAPING**

LESSEE shall provide and install appropriate landside landscaping and screening, including lawn, shrubbery, trees, bushes, and other plantings and screening on the Premises as a part of the construction of the improvements. All proposed landscaping plans and screening designs shall be submitted to the LESSOR for review and approval, which approval shall not be unreasonably withheld or unduly delayed. Such landscaping shall be in accordance with the Airport's design guidelines in effect at that time, and shall not be installed in such a manner so as to create a wildlife food source, habitat and hazard to aircraft operations. LESSEE agrees to maintain and/or replace such landscaping installations at least seasonally throughout the Term of this Agreement or any extension thereof should they fail to survive in a manner aesthetically pleasing to LESSOR, a judgment which is to be exercised with reasonable discretion.

### **37. EXTERIOR SIGNS AND ADVERTISING**

LESSEE agrees that no signs or advertising material shall be erected on the Premises or on any improvement or facility on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in advance in writing by LESSOR, which approval shall not be unreasonably withheld or unduly delayed.

LESSEE shall not erect, install, operate, nor cause or permit to be erected, installed, or operated upon any non-leased Premises of the Airport property, any signs, banners, or other similar devices for its own business, or the business of others. This provision shall not have the effect of limiting or restricting LESSEE's right to enter into an agreement with LESSOR'S authorized and permitted marketing, advertising or signage agency for the display of informational, marketing or advertising media at approved designated locations on Airport property.

LESSEE shall have not right to erect or install, or cause or consent to be erected or installed any commercial outdoor advertising by an outdoor commercial advertising agency.

### **38. PORTABLE STORAGE CONTAINERS/STRUCTURES**

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

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

### **39. GRANTING OF EASEMENTS**

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

#### **40. RULES AND REGULATIONS**

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

LESSOR shall not be liable to LESSEE for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this Section provided, nor shall LESSEE be entitled to terminate this Agreement nor be entitled to seek any damages from LESSOR by reason thereof unless exercise of such authority shall so interfere with LESSEE's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas, or as set out in Section 33, TERMINATION BY LESSEE.

#### **41. MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES**

LESSOR may, with due notice, from time-to-time, adopt and enforce reasonable Minimum Standards for Aeronautical Activities on the Airport, and amendments thereto, and the LESSEE agrees to observe and comply with the same. However, any minimum standards which may be developed and promulgated in the future and during the Term of this Agreement shall not have the effect of imposing upon LESSEE the requirements of additional facilities, services or standards beyond that set forth in this Agreement.

## 42. AIRPORT SECURITY PROGRAM COMPLIANCE

LESSEE must obtain Airport Security Identification and Access Media ("I.D. Media") for its employees, subcontractors, suppliers, agents, and representatives requiring access to the sterile areas, secured AOA, and Security Identification Display Area, or other secured areas as may be identified in the Airport Security Program, and pay any related costs associated with this privileges as set forth under this Section. With respect to the issuance, maintenance, and administration of I.D. Media, the LESSEE shall pay or cause to be paid to the LESSOR all charges as may be established from time to time by the LESSOR. Such costs may include, but are not limited to: (i) the initial issuance of I.D. Media; (ii) the replacement of lost or stolen I.D. Media; (iii) administrative costs with respect to those I.D. Media not returned to the LESSOR.

Said I.D. Media shall be valid as set forth under the Airport Security Program, and must be returned to the Airport Public Safety Division, at 2193 Air Cargo Road within twenty-four (24) hours after expiration, suspension, and/or termination of this Agreement. Said I.D. Media shall be valid for no longer than the period of this Agreement. The LESSEE shall be responsible for requesting the issuance of I.D. Media to employees or other authorized representatives of the LESSEE who require access to secured areas on the Airport due to operational need and necessity. In addition, LESSEE shall be responsible for the immediate reporting of all lost or stolen I.D. Media and the immediate return of the I.D. Media of LESSEE's personnel transferred from the Airport, or separated from the employ of LESSEE.

LESSEE warrants that it shall at all times maintain the integrity of the Airport Security Program and comply with all applicable regulations of the FAA and Transportation Security Administration ("TSA"), 49 CFR Parts 1500, 1544, 1546, 1548, and 1550 as amended or promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access for which LESSEE is responsible. The LESSOR shall have the right to require the LESSEE to conduct background investigations and to furnish certain data on such employees or other persons before the issuance of I.D. Media, which data may include the fingerprinting of any and all of its employees, subcontractors, suppliers, agents, and/or representatives. LESSEE also hereby agrees that it shall be responsible for any and all of the actions on the Premises of its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport Security Program. LESSEE hereby agrees that it shall immediately implement any and all security changes that are directed either directly or indirectly by the TSA, FAA, or LESSOR. LESSEE further agrees to correct any security deficiency or other deficiency as may be determined as such by the LESSOR, the Department of Transportation, the FAA, or the TSA, or any other federal or state agency with jurisdiction. In the event LESSEE fails to remedy any such deficiency, the LESSOR may do so at the sole cost and expense of LESSEE. The LESSOR reserves the right to take whatever action is necessary to correct and remedy any security deficiency or other deficiency. When the

LESSOR takes actions to remedy deficiencies of any kind, it shall be done in a reasonable and cost-conscious manner.

Should LESSEE, its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives cause any security violations, and should LESSOR be cited for a civil fine or penalty for such security violation, LESSEE agrees to reimburse LESSOR for any monetary civil fine or penalty which may be imposed on LESSOR. However, nothing herein shall prevent the LESSEE from contesting the legality, validity or application of such fine or penalty to the full extent LESSEE may be lawfully entitled, nor require LESSOR to pursue such a contest on LESSEE'S behalf. LESSEE may have I.D. Media/access privileges immediately suspended and/or revoked by LESSOR for failure to adhere to the Airport Security Program, or for failure to return all I.D. Media within the time-frames specified herein.

The LESSEE agrees that information concerning the location, type, nature, capabilities, application and use of the LESSOR's security system is considered Sensitive Security Information ("SSI") as defined by TSR 1520, and shall restrict the distribution, disclosure and availability of SSI only to persons with a need to know. All requests for SSI by persons not directly employed by the LESSEE, and deemed to have a need to know shall be referred to LESSOR for consideration and determination of whether such information is legal and appropriate for dissemination.

Before the LESSEE shall permit any employee, subcontractor, supplier, agents, customer, invitee, and/or representative to operate a motor vehicle of any kind or type on the AOA of Dwight D. Eisenhower National Airport (unless such employee is escorted by a LESSOR-approved escort), the LESSEE shall ensure that all such vehicle operators have completed required AOA access and driver training, possess a current, valid, and appropriate Kansas driver's license, appropriate Airport issued I.D. Media, and a Vehicle Ramp Permit. LESSEE company vehicles prominently displaying a permanent company name and/or logo on vehicles and equipment are excluded from the requirement of displaying a Vehicle Ramp Permit.

The LESSEE agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when entering, exiting and while on the AOA.

The LESSEE agrees that it shall be responsible for the installation, operation, maintenance, and monitoring of all vehicle and/or pedestrian access gates and doors and security access controls on the Premises with access from non-secured areas to the secured AOA. All such access gates and controls require the prior written approval of the LESSOR and shall be in compliance at all times with the Airport Security Program.

#### **43. ENCROACHERS, TRESSPASSERS AND OTHER THIRD PARTY HAZARDS**

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

#### **44. FIRE EQUIPMENT AND SYSTEMS**

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

#### **45. ENVIRONMENTAL ASSESSMENT**

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

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

Nothing in this Section shall be construed to hold LESSEE liable in any way for any environmental impact or release of Hazardous Substances affecting the Premises that occurs by reason of the migration, release, discharge or flow from other verifiable and documented off-site contamination sources that are not attributable to the LESSEE's activity on the Premises. The burden of proof shall rest exclusively with the LESSEE to demonstrate that any such environmental impacts affecting the Premises are not attributable to the LESSEE's activity on the Premises.

## 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 Exhibits A and B, other than in the ordinary course of business and in compliance with all applicable laws.

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

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

(d) The LESSOR shall have the right, but not the obligation, and without limitation of the LESSOR's other rights under this Agreement, to enter the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Substance (hazardous or otherwise) or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any Substance (hazardous or otherwise) or an environmental

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

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

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

(g) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the LESSOR hereby agrees to indemnify and hold harmless the LESSEE from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSEE by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the Term of this Agreement and the period prior to the Term of this Agreement of any Substance (hazardous or otherwise) (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule,

regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or placed upon the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release except to the extent such was caused by the LESSOR).

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

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

#### **47. INDEMNITY**

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

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

except to the extent such injury, death or damage is caused by the negligence of LESSEE. The LESSEE shall give LESSOR reasonable notice of any such claims or actions.

Should LESSEE, its employees, subcontractors, suppliers, agents, customers, and/or representatives cause any violations of federal, state or local law, regulation or ordinance, and should LESSOR be cited for a fine or penalty for such violation, LESSEE agrees to reimburse LESSOR for any monetary fine or penalty which may be imposed on LESSOR. However, nothing herein shall prevent the LESSEE from contesting the legality, validity or application of such fine or penalty to the full extent LESSEE may be lawfully entitled, nor require LESSOR to pursue such a contest on LESSEE's behalf.

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

#### **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 therefor at the 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) days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify LESSOR in writing as to the nature and extent of such condemnation and whether it is practicable for LESSEE to acquire or construct substitute improvements, or whether LESSEE shall elect to terminate this lease.

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

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

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

## 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.

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

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

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

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

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

operations at or otherwise associated with use of the Airport. LESSEE accepts the Premises subject to the risks and activities hereinabove described.

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

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

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

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

(b) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

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

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

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

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

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

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

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

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

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

on or about the airport.

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

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

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

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

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

**Waiver of Claims.** LESSEE hereby waives any claim against LESSOR and its officers or employees for loss of anticipated profits, consequential or incidental damages, or claim for attorney fees caused by or resulting any suit or proceedings directly or indirectly attacking the validity of Agreement or any part thereof, or the manner in which it is executed or performed, or by any judgment or award in any legal proceeding declaring this Agreement null, void or

voidable, or delaying the same of any part thereof, from being carried out. This waiver extends to all claims, whether the supporting legal theory lies in common law or has a statutory basis.

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

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

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

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

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

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

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

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

### **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, 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.

### **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. LESSEE is relieved of financial responsibility for fire or other casualty for which full insurance compensation has been paid as agreed. LESSEE shall, at its expense, deliver the Premises in good order and condition, including:

- a) cleaning and hauling away all supplies and trash;
- b) removing by legal means all materials or other substances classified as hazardous;
- c) leaving in operating condition all bulbs and ballasts in Exclusive Use areas;
- d) replacing all broken glass; and
- e) return to LESSOR all keys and security access and ID media to all doors and gates.

LESSEE, at LESSEE's expense, shall remove prior to the termination or expiration of this Agreement all fixtures, non-attached equipment and personal property placed by LESSEE on or about the Premises herein leased, subject to LESSEE's repairing any damage thereto caused by such removal and subject to any valid lien which LESSOR may have on that property for unpaid rents, expenses or fees.

In the event LESSEE does not remove all of its equipment and personal property within thirty (30) calendar days after the termination of this Agreement, any remaining property shall be considered abandoned and LESSOR may 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. INTENTION OF PARTIES**

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

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

#### **59. ENTIRE AGREEMENT**

The parties understand and agree that this instrument contains the entire Agreement between them. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to 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.

#### **60. 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.

**61. APPROVAL, CONSENT, DIRECTION OR DESIGNATION BY LESSOR**

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

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

ATTEST:

THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By \_\_\_\_\_  
Karen Sublett, City Clerk

By \_\_\_\_\_  
Jeff Longwell, President  
"LESSOR"

By \_\_\_\_\_  
Victor D. White, Director of Airports

ATTEST:

LEASECORP AVIATION, LLC

By \_\_\_\_\_

By Raymond L. Koenig  
LeaseCorp Financial, Inc., Sole Member

Title \_\_\_\_\_

Raymond L. Koenig, President  
"LESSEE"

APPROVED AS TO FORM:

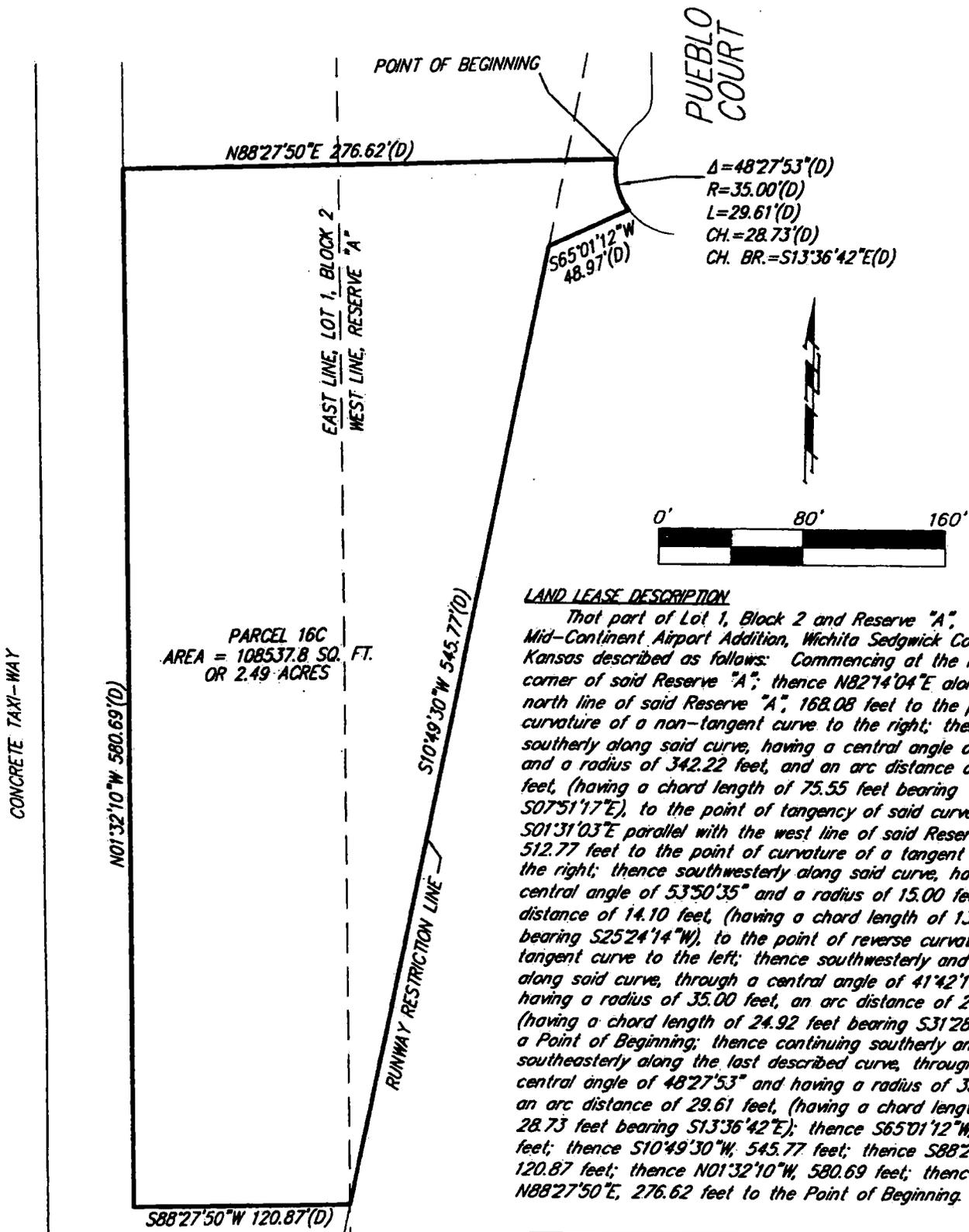
Jennifer Magaña  
Jennifer Magaña,  
City Attorney and Director of Law

Date:

4-27-16

# EXHIBIT "A"

## Page 1 of 1



PARCEL 16C  
AREA = 108537.8 SQ. FT.  
OR 2.49 ACRES

**LAND LEASE DESCRIPTION**

That part of Lot 1, Block 2 and Reserve "A", Mid-Continent Airport Addition, Wichita Sedgwick County, Kansas described as follows: Commencing at the northwest corner of said Reserve "A"; thence N82°14'04"E along the north line of said Reserve "A", 168.08 feet to the point of curvature of a non-tangent curve to the right; thence southerly along said curve, having a central angle of 12°40'29" and a radius of 342.22 feet, and an arc distance of 75.70 feet, (having a chord length of 75.55 feet bearing S07°51'17"E), to the point of tangency of said curve; thence S01°31'03"E parallel with the west line of said Reserve "A", 512.77 feet to the point of curvature of a tangent curve to the right; thence southwesterly along said curve, having a central angle of 53°50'35" and a radius of 15.00 feet, an arc distance of 14.10 feet, (having a chord length of 13.58 feet bearing S25°24'14"W), to the point of reverse curvature of a tangent curve to the left; thence southwesterly and southerly along said curve, through a central angle of 41°42'17" and having a radius of 35.00 feet, an arc distance of 25.48 feet, (having a chord length of 24.92 feet bearing S31°28'23"W), for a Point of Beginning; thence continuing southerly and southeasterly along the last described curve, through a central angle of 48°27'53" and having a radius of 35.00 feet, an arc distance of 29.61 feet, (having a chord length of 28.73 feet bearing S13°36'42"E); thence S65°01'12"W, 48.97 feet; thence S10°49'30"W, 545.77 feet; thence S88°27'50"W, 120.87 feet; thence N01°32'10"W, 580.69 feet; thence N88°27'50"E, 276.62 feet to the Point of Beginning.

Baughman Company, P.A.

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

DATE	DRAWN BY:	SCALE	SHEET
01/18/2016	NWL	1"=80'	1 OF 1

January 14, 2016

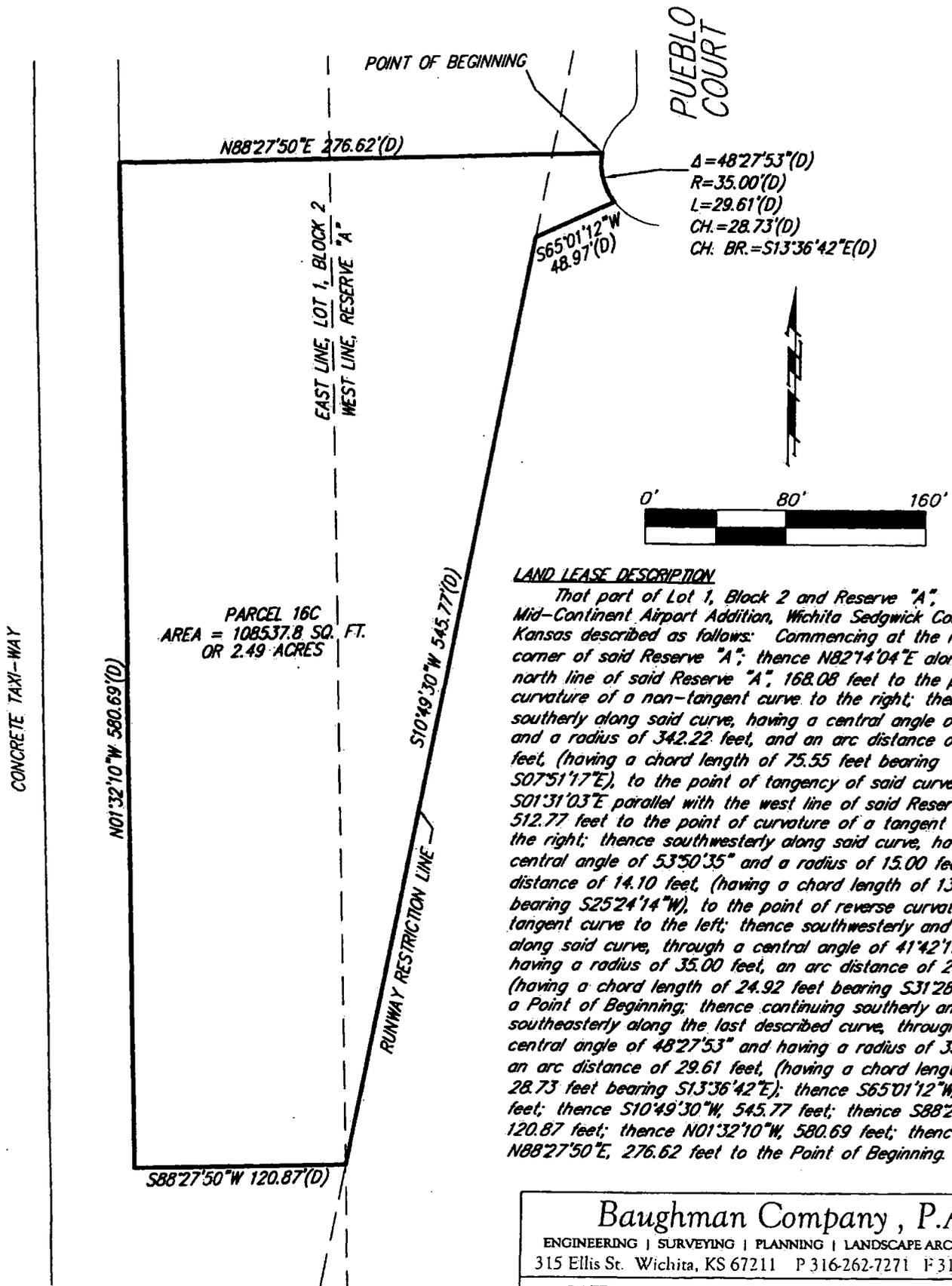
**Legal Description**

That part of Lot 1, Block 2 and Reserve "A", Mid-Continent Airport Addition, Wichita Sedgwick County, Kansas described as follows: Commencing at the northwest corner of said Reserve "A"; thence N82°14'04"E along the north line of said Reserve "A", 168.08 feet to the point of curvature of a non-tangent curve to the right; thence southerly along said curve, having a central angle of 12°40'29" and a radius of 342.22 feet, and an arc distance of 75.70 feet, (having a chord length of 75.55 feet bearing S07°51'17"E), to the point of tangency of said curve; thence S01°31'03"E parallel with the west line of said Reserve "A", 512.77 feet to the point of curvature of a tangent curve to the right; thence southwesterly along said curve, having a central angle of 53°50'35" and a radius of 15.00 feet, an arc distance of 14.10 feet, (having a chord length of 13.58 feet bearing S25°24'14"W), to the point of reverse curvature of a tangent curve to the left; thence southwesterly and southerly along said curve, through a central angle of 41°42'17" and having a radius of 35.00 feet, an arc distance of 25.48 feet, (having a chord length of 24.92 feet bearing S31°28'23"W), for a Point of Beginning; thence continuing southerly and southeasterly along the last described curve, through a central angle of 48°27'53" and having a radius of 35.00 feet, an arc distance of 29.61 feet, (having a chord length of 28.73 feet bearing S13°36'42"E); thence S65°01'12"W, 48.97 feet; thence S10°49'30"W, 545.77 feet; thence S88°27'50"W, 120.87 feet; thence N01°32'10"W, 580.69 feet; thence N88°27'50"E, 276.62 feet to the Point of Beginning.



# EXHIBIT "A"

## Page 1 of 1



**PARCEL 16C**  
 AREA = 108537.8 SQ. FT.  
 OR 2.49 ACRES

**LAND LEASE DESCRIPTION**

That part of Lot 1, Block 2 and Reserve "A", Mid-Century Airport Addition, Wichita Sedgwick County, Kansas described as follows: Commencing at the northwest corner of said Reserve "A"; thence N82°14'04"E along the north line of said Reserve "A", 168.08 feet to the point of curvature of a non-tangent curve to the right; thence southerly along said curve, having a central angle of 12°40'29" and a radius of 342.22 feet, and an arc distance of 75.70 feet, (having a chord length of 75.55 feet bearing S07°51'17"E), to the point of tangency of said curve; thence S01°31'03"E parallel with the west line of said Reserve "A", 512.77 feet to the point of curvature of a tangent curve to the right; thence southwesterly along said curve, having a central angle of 53°50'35" and a radius of 15.00 feet, an arc distance of 14.10 feet, (having a chord length of 13.58 feet bearing S25°24'14"W), to the point of reverse curvature of a tangent curve to the left; thence southwesterly and southerly along said curve, through a central angle of 41°42'17" and having a radius of 35.00 feet, an arc distance of 25.48 feet, (having a chord length of 24.92 feet bearing S31°28'23"W), for a Point of Beginning; thence continuing southerly and southeasterly along the last described curve, through a central angle of 48°27'53" and having a radius of 35.00 feet, an arc distance of 29.61 feet, (having a chord length of 28.73 feet bearing S13°36'42"E); thence S65°01'12"W, 48.97 feet; thence S10°49'30"W, 545.77 feet; thence S88°27'50"W, 120.87 feet; thence N01°32'10"W, 580.69 feet; thence N88°27'50"E, 276.62 feet to the Point of Beginning.

<b>Baughman Company, P.A.</b>			
ENGINEERING   SURVEYING   PLANNING   LANDSCAPE ARCHITECTURE			
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149			
DATE	DRAWN BY:	SCALE	SHEET
01/18/2016	NWL	1"=80'	1 OF 1

January 14, 2016

**Legal Description**

That part of Lot 1, Block 2 and Reserve "A", Mid-Continent Airport Addition, Wichita Sedgwick County, Kansas described as follows: Commencing at the northwest corner of said Reserve "A"; thence N82°14'04"E along the north line of said Reserve "A", 168.08 feet to the point of curvature of a non-tangent curve to the right; thence southerly along said curve, having a central angle of 12°40'29" and a radius of 342.22 feet, and an arc distance of 75.70 feet, (having a chord length of 75.55 feet bearing S07°51'17"E), to the point of tangency of said curve; thence S01°31'03"E parallel with the west line of said Reserve "A", 512.77 feet to the point of curvature of a tangent curve to the right; thence southwesterly along said curve, having a central angle of 53°50'35" and a radius of 15.00 feet, an arc distance of 14.10 feet, (having a chord length of 13.58 feet bearing S25°24'14"W), to the point of reverse curvature of a tangent curve to the left; thence southwesterly and southerly along said curve, through a central angle of 41°42'17" and having a radius of 35.00 feet, an arc distance of 25.48 feet, (having a chord length of 24.92 feet bearing S31°28'23"W), for a Point of Beginning; thence continuing southerly and southeasterly along the last described curve, through a central angle of 48°27'53" and having a radius of 35.00 feet, an arc distance of 29.61 feet, (having a chord length of 28.73 feet bearing S13°36'42"E); thence S65°01'12"W, 48.97 feet; thence S10°49'30"W, 545.77 feet; thence S88°27'50"W, 120.87 feet; thence N01°32'10"W, 580.69 feet; thence N88°27'50"E, 276.62 feet to the Point of Beginning.



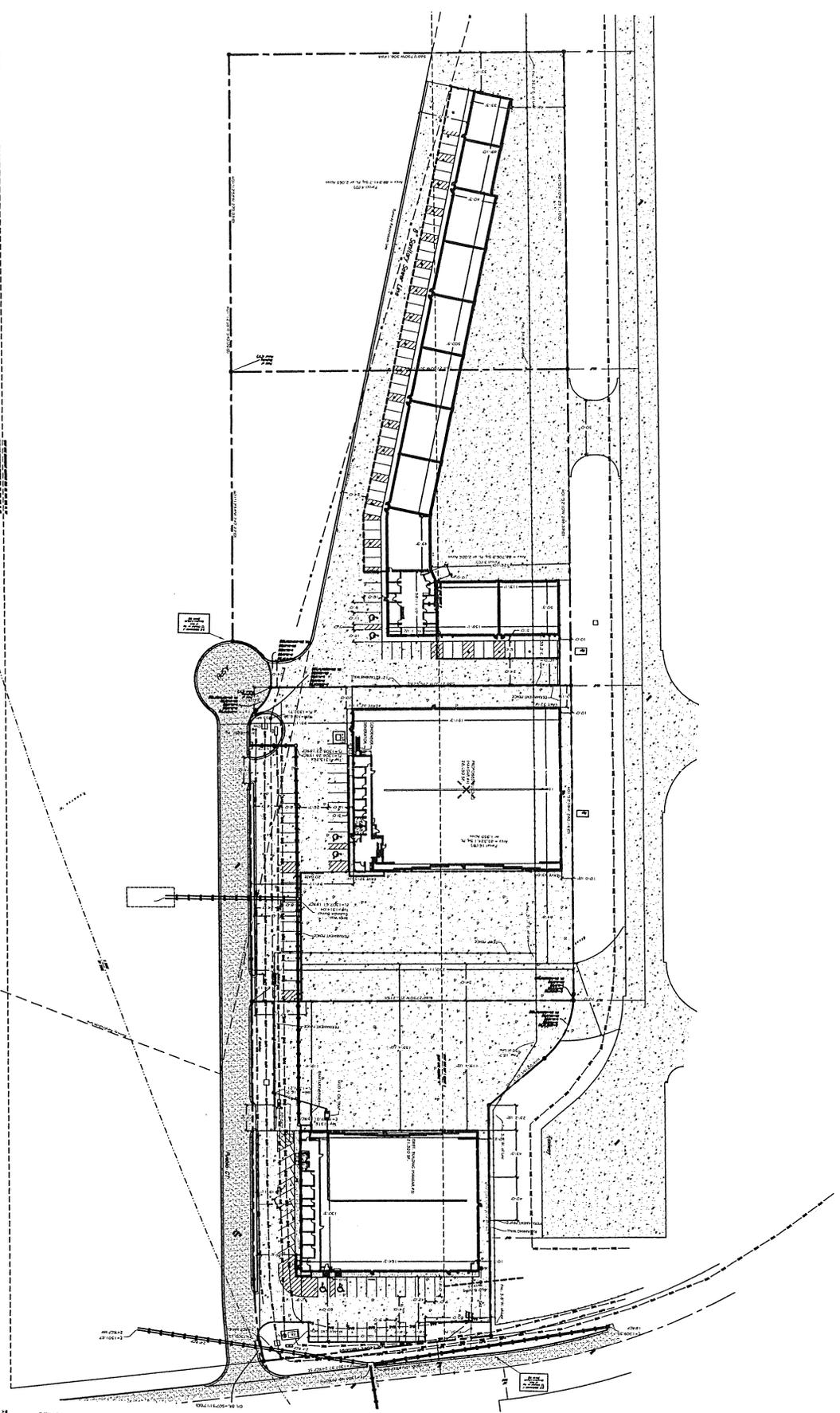
**SITE PLAN**  
SCALE: 1"=40'

SA-1.1

DATE	BY	CHKD	APP'D
1/13/16	KAB		
1/13/16	GTA		
0			

REVISIONS:

NO.	DATE	DESCRIPTION



HANGAR #5  
OWNER: LEASCORP AVIATION LLC



**SMITH CONSTRUCTION CO., INC.**  
4800 EDINGER P.O. BOX 12815  
MEMPHIS, TENNESSEE 38113  
(901) 948-7900

# LeaseCorp Aviation Box Hangar Site

 BOX HANGAR SITE

City of Wichita  
City Council Meeting  
May 10, 2016

**TO:** Wichita Airport Authority

**SUBJECT:** Platform Promotions, LLC  
Grub & Groove Festival  
Colonel James Jabara Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve the Special Events License.

**Background:** In June 2015, the Wichita Airport Authority (WAA) approved the Grub & Groove Festival at Colonel James Jabara Airport (Airport), which was held on August 29, 2015. A Special Events Request Form application has been submitted to staff by the same event promoter for this year's Grub & Groove Festival. The event promoter has requested the festival to be held on August 27, 2016 from 5:00 p.m. to 11:00 p.m. The event will be located on the north end of the Airport, adjacent to the Wichita Area Technical College (WATC) campus, and separated by security fencing from any aircraft operational areas. The event promoter will need access to the site the day before for set-up, and the day after for tear-down, which is consistent with the arrangements made last year.

**Analysis:** The event promoter is desirous of the WAA approving the Special Events License for the Grub & Groove Festival. A Community Event permit will be obtained. Staff has reviewed and approved the application. The promoter is required to coordinate its activities, particularly with respect to parking and security, with WATC, Midwest Corporate Aviation, and any other affected tenants of the Airport, the Wichita Police Department, and WAA staff.

**Financial Considerations:** The license fee will result in revenue to the WAA of \$600.

**Legal Considerations:** The Special Events License has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the Special Events License and authorize the necessary signatures.

**Attachment:** Special Events License.



COLONEL JAMES JABARA AIRPORT  
SPECIAL EVENTS LICENSE

This Special Events License (“License”) is made and entered into by and between The Wichita Airport Authority (“Authority”) and Platform Promotions, LLC organized and existing under the laws of the State of Missouri and Plan It Green, Inc. organized and existing under the laws of the State of Georgia (“Licensee”) on May 10, 2016.

WHEREAS, Authority 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, Authority owns, operates, regulates, administers, and maintains the campus of Colonel James Jabara Airport (Airport); and

WHEREAS, Licensee is an individual, or an entity authorized to operate in the state of Kansas that desires to utilize a portion of land for Grub & Groove Festival (Event) on the campus of Colonel James Jabara Airport (Airport) from Authority under the terms and conditions set forth below in this Special Events License (License);

NOW, THEREFORE, in consideration of rights, privileges, and mutual obligations contained in this License, Authority and Licensee agree as follows:

**1. Term**

The term of this License shall commence on Friday, August 26, 2016, and shall terminate on Monday, August 29, 2016.

**2. Premises**

The Authority does hereby grant unto the Licensee permission to utilize the portions of Colonel James Jabara Airport depicted in the attached Exhibit “A”. In connection therewith, Licensee shall have the right to arrange, coordinate, host, and manage the Event, including live music, the sale of food and alcoholic and non-alcoholic beverages, but excluding fireworks and light shows. Notwithstanding the foregoing, the parties acknowledge that they shall mutually cooperate in determining the location of concession stands and designated in the attached “Exhibit A”. Licensee commits itself to make every effort to keep the Authority apprised of developments concerning the Event through its designated representative, as identified on the attached Exhibit “B”.

**3. License Fee**

Licensee shall pay to the Authority a Licensee's fee of six hundred dollars (\$600.00) to obtain access to the designated area, defined in the attached Exhibit "A" and during the Term, described in Section 1 of this License.

**4. Payment Procedures**

Licensee shall pay the full amount due, as set forth in this License, to Authority within thirty (30) days prior to the date of the Event. In the event Licensee fails to make payment within thirty (30) days prior to the date of the Event, then this License shall be terminated.

Licensee shall make all payments to the Wichita Airport Authority and in a form acceptable to Authority. 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

**5. Operational Requirements**

Licensee is required at all times to maintain safe and complete crowd control. Licensee shall be granted access to the designated area, defined in Exhibit "A" for the purpose of setting-up, the Event, and tearing down all to be done without disrupting normal business activities as more fully described in this Section and shown in Exhibit "B":

Licensee shall have access to set-up on Friday, August 26, 2016.

Licensee shall have the Event on Saturday, August 27, 2016.

Licensee shall have access to clean up and reinstall fence from Sunday, August 28, 2016 and no later than Monday, August 29, 2016.

Licensee acknowledges that only representatives of the Authority are authorized to close or open Airport taxiways and runways. The parties hereto agree that Airport shall remain open and there shall be no disruption to normal business activities on the Airport during the Event.

**6. Maintenance, Utilities and Cleanup**

Licensee shall be solely responsible for maintenance and utilities necessary or utilized in conjunction with the conduct of its Event and shall make appropriate arrangements for acquisition of those items. Licensee shall furnish appropriate personnel and equipment necessary to clean up any areas affected thereby, and shall restore the same to the condition that prevailed immediately prior to set up, immediately preceding the Event.

If Licensee desires to mow within the designated area, then Licensee shall be solely responsible for any grass mowing and shall be done by mowing by a rotary mower within the designated area as set out in Exhibit A. Licensee agrees to cut the grass no lower than three inches (3") in height and shall not cause damage, such as ruts, to the ground.

Licensee shall be solely responsible for the removal and reinstalling and/or replacing the sections of Air Operations Area (AOA) fence for the use of the Event entrances. Licensee agrees to submit a drawing of proposed fence to be removed and to perform the work only with prior approval by the Authority. Licensee shall furnish appropriate personnel and equipment necessary to clean up and reinstall fence and any areas affected thereby, and shall restore the same to the condition that prevailed immediately prior to set up for the Event.

Should Licensee not meet the clean-up obligations, reinstall the fence properly, damage property or fail in any maintenance and repair obligations for this Event, Authority may, but is not required to, accomplish the needed repairs by Airport staff or by a contract with a third party, with such repairs being made at Licensee's expense. A twelve percent (12%) administrative fee will be charged on any task that is performed by the Authority or its agent on behalf of Licensee upon written notice to the Licensee. The fee will be applied to the total cost incurred by the Authority in performing the task. The fee represents the Authority's cost to manage the task including procurement services, approval processes, management staff time, supervision and overhead.

**7. Parking**

Licensee agrees to coordinate and notify WATC, MCA, and other airport tenants that may be effected by this Event. Licensee agrees to notify Licensor if arrangements have been made with third parties for additional parking. Once arrangements have been made for parking and a minimum of thirty (30) days prior to the Event, Licensee agrees to ensure and prove to the Licensor that adequate parking has been dedicated for this Event.

The Licensee and its employees shall have no right hereunder to park vehicles at the Airport except during unloading or loading personal property for the Event.

**8. Utilities**

Licensee shall pay all costs for any utility services provided by a utility supplier or service provider for this Event. The Licensee shall take all reasonable care and diligence to protect the Airport and existing improvements, and shall avoid to the greatest extent possible any damages, unreasonable interference or interruption to Authority's operations. Licensee agrees to inform Authority if proposed changes to Airport property and shall be accomplished in a manner approved by Authority.

**9. Representation**

Licensee acknowledges that Airport personnel will not engage in activities on behalf of the Licensee. Airport personnel, at all times, remain at the direction of the Authority.

Nothing in this License shall be construed or considered to create the relationship of employer and employee between the parties. Licensee is not an agent or employee of the Authority, and shall not be entitled to any of the benefits of Authority's employees.

All persons providing services pursuant to this License shall represent themselves as representatives of an independent contractor or employee of Licensee. Under no circumstances shall any of Licensee's personnel represent themselves as employees of the Authority. No person providing services pursuant of this License shall be an agent or employee of the Authority, and shall not be entitled to any of the benefits of Authority's employees.

**10. Inspection by Licensor**

The Licensor, through any of its members, agents, or other Airport staff, may enter any premises, including Licensee's designated area, placed or allowed to be placed on Airport by the Licensee in conjunction with the Event, at any time for assurance of proper performance of this License by Licensee.

**11. Reservations**

Further, Licensee agrees to be diligent and to do all those things necessary and proper to serve the public fairly and in such manner that will not reflect discredit upon the Authority or cause the Authority loss or damage, and without limiting the foregoing, Licensee covenants and agrees to furnish good, prompt and efficient service adequate to meet all demands for such service at the Airport during the Term, and shall furnish such service on fair, equal and nondiscriminatory basis to all users thereof.

**12. Insurance**

The Licensee agrees to maintain appropriate liability insurance during the Term hereof, equal to or in excess of the following amounts:

<u>Type of Coverage</u>	<u>Limits Per Occurrence</u>	<u>Aggregate Limits</u>
Commercial General Liability	\$1,000,000	\$3,000,000
Automobile Liability	\$1,000,000	\$2,000,000
Airport Premises Liability	\$2,000,000	

The above policy limits may be satisfied by primary policies of reduced limits with the addition of appropriate umbrella or excess coverage.

In addition, the Licensee shall maintain a Worker's Compensation and Employer's liability policy for limits of not less than the statutory requirement for Worker's Compensation, and \$500,000 Employer's Liability.

Licensee agrees that upon notice by the Authority, the minimum levels of insurance required by this paragraph may be increased within the bounds of commercial reasonableness to the amount that may be required to provide coverage of the events of this Section.

Licensee agrees, prior to the commencement of the License, to provide Authority with copies of all policies or certificates evidencing that such insurance is in full force and effect, and stating the terms thereof, and such certificates shall name the City of Wichita and the Authority as additional insureds.

Licensee shall be solely responsible for obtaining insurance policies that provide coverage for losses of Licensee-owned property. Authority shall not be required to provide such insurance coverage or be responsible for payment of Licensee's cost for such insurance.

**13. Prohibition Against Assignment**

Parties acknowledge this License is personal to Licensee, which shall have no authority to assign, sublet, delegate, or any other way alienate this License or its responsibilities or its benefits hereunder.

**14. Third Party Rights**

This License does not create in the public or in any member thereof third-party beneficiary status hereunder, or authorize anyone not a party to this License to maintain a suit for damages pursuant to the terms or provisions of this License.

**15. Damage to Airport Facilities**

Licensee shall be responsible for any and all damage to the Airport caused by the negligence or intentional action of Licensee, its agents, employees, contractors, subcontractors or invitees including, but not limited to, damage to Licensee's designated area where any activities are performed by Licensee.

**16. Surrender of Possession**

Licensee shall yield and deliver to Authority possession of the premises at the expiration of this License in good condition in accordance with its express obligations hereunder.

Licensee, at Licensee's expense, shall remove during the term hereof or at the expiration of such term all equipment and personal property placed by Licensee, subject to Licensee's repairing any damage thereto caused by such removal. In the event Licensee does not remove all of said property within ten (10) days after the termination of this License, the same shall be considered abandoned and Authority may dispose of said property and Licensee shall be liable to Authority for the costs of removal and disposal of said property, and for an additional administrative expense equal to twelve percent (12%) of the costs incurred.

**17. Rules and Regulations**

Licensee, its agents and employees, shall be subject to any and all applicable rules, regulations, standard operating procedures, orders and restrictions which are now in force or which may hereafter be adopted by the Authority, the City of Wichita, Kansas, and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Airport or Licensee's operations conducted hereunder.

Authority shall not be liable to Licensee 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 Licensee be entitled to terminate this License by reason thereof unless the exercise of such authority shall so interfere with Licensee's exercise of the rights hereunder as to constitute a termination of this License by operation of law in accordance with the laws of the State of Kansas.

Licensee shall hold Authority harmless for any and all breaches of Federal Aviation Administration, Transportation Security Administration, or Authority's security rules or regulations caused by the Licensee, its agents or employees, except to the extent caused by Authority.

**18. Non-discrimination EEO/AAP**

The Licensee agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, national origin or ancestry, disability, or age, except where age is a bona fide occupational qualification, in its operations or services being provided at the premises, and its use or occupancy of the premises under this License. The Licensee agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, et seq.; the Code of the City of Wichita Section 2.12.950; and any laws, regulations or amendments as may be promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently, existing or hereafter enacted, which pertains to civil rights and equal employment opportunity.

**19. Security**

Licensee shall provide such security on or about the designated area, depicted on Exhibit "A", as shall be required by the Authority. Licensee shall be responsible for the enforcement of such rules and regulations amongst its agents, employees, volunteers, guests, and invitees. Crowd control is the responsibility of the Licensee and any unsupervised activities will not be allowed.

**20. Indemnity**

To the extent allowed by law, Licensee shall protect, defend and hold Authority 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, damage to any property or other liability loss including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this License and/or the Licensee's use or occupancy of the premises or the acts or omissions of Licensee's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of the City of Wichita or Authority's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur. The Authority shall give to Licensee reasonable notice of any such claim or actions. The provisions of this Section shall survive the expiration or early termination of this License.

Authority shall protect, defend and hold Licensee 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, damage to any property or other liability loss including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this License and/or the Authority's operation of the Airport or the acts or omissions of Authority's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of the Licensee. The Licensee shall give to Authority reasonable notice of any such claim or actions. The provisions of this Section shall survive the expiration or early termination of this License.

**21. No Airport Hazard**

Licensee expressly agrees to prevent any use of the Premises or staging area from which it operates which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute a hazard.

**22. Contract Interpretation**

(a) Invalid Provisions. In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained. The parties agree to modify the terms to validity accomplish the intended result to the extent possible.

- (b) Non-Waiver. The waiver by Authority of any breach of the Licensee of any term, covenant, provision, or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, term, provision, or condition hereof, nor shall any forbearance by Authority to seek a remedy for any breach by Licensee be a waiver by Authority of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.
- (c) Entire License. This License represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This License incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this License, and all such conditions, understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this License.
- (d) Applicable Law. This License and the terms and conditions herein contained shall at all times be governed, interpreted and construed in accordance with the laws of the State of Kansas.
- (e) Successors. All covenants, representations, stipulations, and agreements in this License shall extend to and bind the legal representatives, successors, and assigns of the parties hereto.
- (f) Governmental Rights and Powers. Nothing in this License shall be construed or interpreted as limiting, relinquishing or waiving any rights of ownership enjoyed by the Authority in the Airport except as specifically provided in this License; or impairing, exercising or defining governmental rights and the police powers of the Authority.
- (g) Relation to Other Licensees. This License is separate and distinct from, and shall be construed separately from any other agreement between Authority and any other Licensees at the Airport. The fact that such other agreement contains provisions, which differ from those contained in this License, shall have no bearing on the construction of this License.
- (h) Authority to Execute. The individuals executing this License on behalf of Licensee personally warrant that they have the full authority to execute this License on behalf of the Licensee for whom they are acting herein.
- (i) Headings. The sections and paragraph headings 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 provision of this License.
- (j) Consent. Whenever the consent or approval of either party is required under this License, such consent or approval shall not be unreasonably withheld or delayed.

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

ATTEST:

THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By \_\_\_\_\_  
Karen Sublett, City Clerk

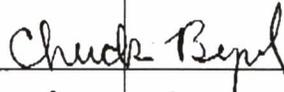
By \_\_\_\_\_  
Jeff Longwell, President  
"AUTHORITY"

By  \_\_\_\_\_  
Victor D. White, Director of Airports

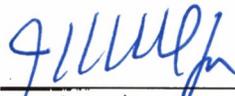
ATTEST:

PLATFORM PROMOTIONS, LLC AND  
PLAN IT GREEN, INC.

By \_\_\_\_\_  
Title \_\_\_\_\_

By  \_\_\_\_\_  
Title President  
Chuck Byrd  
"LICENSEE"

APPROVED AS TO FORM:

  
Jennifer Magana,  
City Attorney and Director of Law

Date:

4-27-16

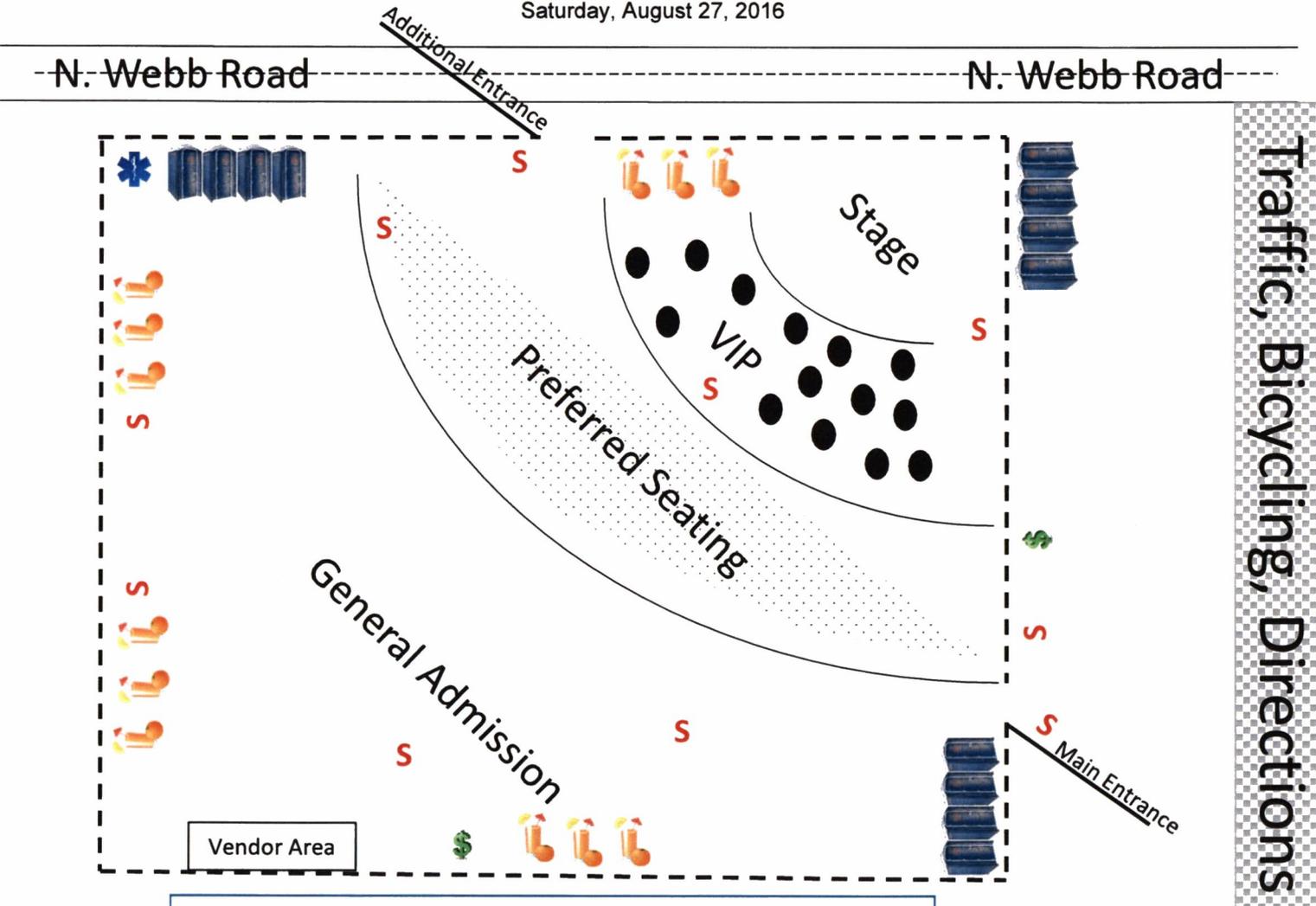
Special Event License  
Grub & Groove Festival

CB

Platform Promotions, LLC  
Plan It Green, Inc

Grub & Groove Festival  
Jabara Airfield – Wichita Kansas  
Saturday, August 27, 2016

# EXHIBIT A



Legend

-----	Temporary Fence	Porta Potty
💰	ATM	Beverage Tent
🚑	EMS	S Security



## SPECIAL EVENTS REQUEST FORM

Requests must be submitted a MINIMUM of 48-Hours Prior to Event

Event Name: Grub & Groove Festival Date Request Submitted: March 23, 2015  
*(Name to be listed on Public Calendars)*

Requestor's Name: Platform Promotions, LLC Email: ccbyrd2613@att.net

Mailing Address: 930 North Chestnut Trafficway

City: Kansas City State MO Zip Code: 64120

Phone Number(s): 816-935-8376

Event Coordinator's Name: Chuck Byrd (Promoter) Email: ccbyrd2613@att.net  
*(If name is different)*

Mailing Address: Same as above

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Organization Name: Platform Promotions, LLC

Organization Representative to be present at and responsible for event: Chuck Byrd

Phone Number(s): 816-935-8376

Event Location: **Wichita Dwight D. Eisenhower National Airport (ICT)** \_\_\_\_\_

**Colonel James Jabara Airport (AAO)**  X

Location Requested: Airfield  
*(Describe requested location. If possible, attach a map)*

Date(s) of Event: 8/27/2016

Time(s) of Event: 3 p.m. Gates Open. 5:00 p.m. Showtime. 11:00 p.m. Event Concludes.

Date(s) for set-up: 8/26/2016

Date(s) for tear-down and clean-up: 8/27/2016 - 8/28/2016

Nature of Event: Food & Music Festival featuring major recording artists and local food vendors

List event activities: Dining and Dancing

Public: Yes  No  If so, estimate number in attendance: \_\_\_\_\_

Food and Beverage: Yes  No

Alcohol: Yes  No

Filming: Yes  No

Parking: Yes  No

If so, where: Surrounding areas. Parking plan coordinated with the Police Department and local businesses.

Type of Security: Wichita Police Department - On and Off duty  
(Describe type of security or list name of company)

Insurance: Nationwide (Attach a copy)

Additional Comments: Thank you for your consideration of this request

Name: Chuck Byrd  
(PRINT)

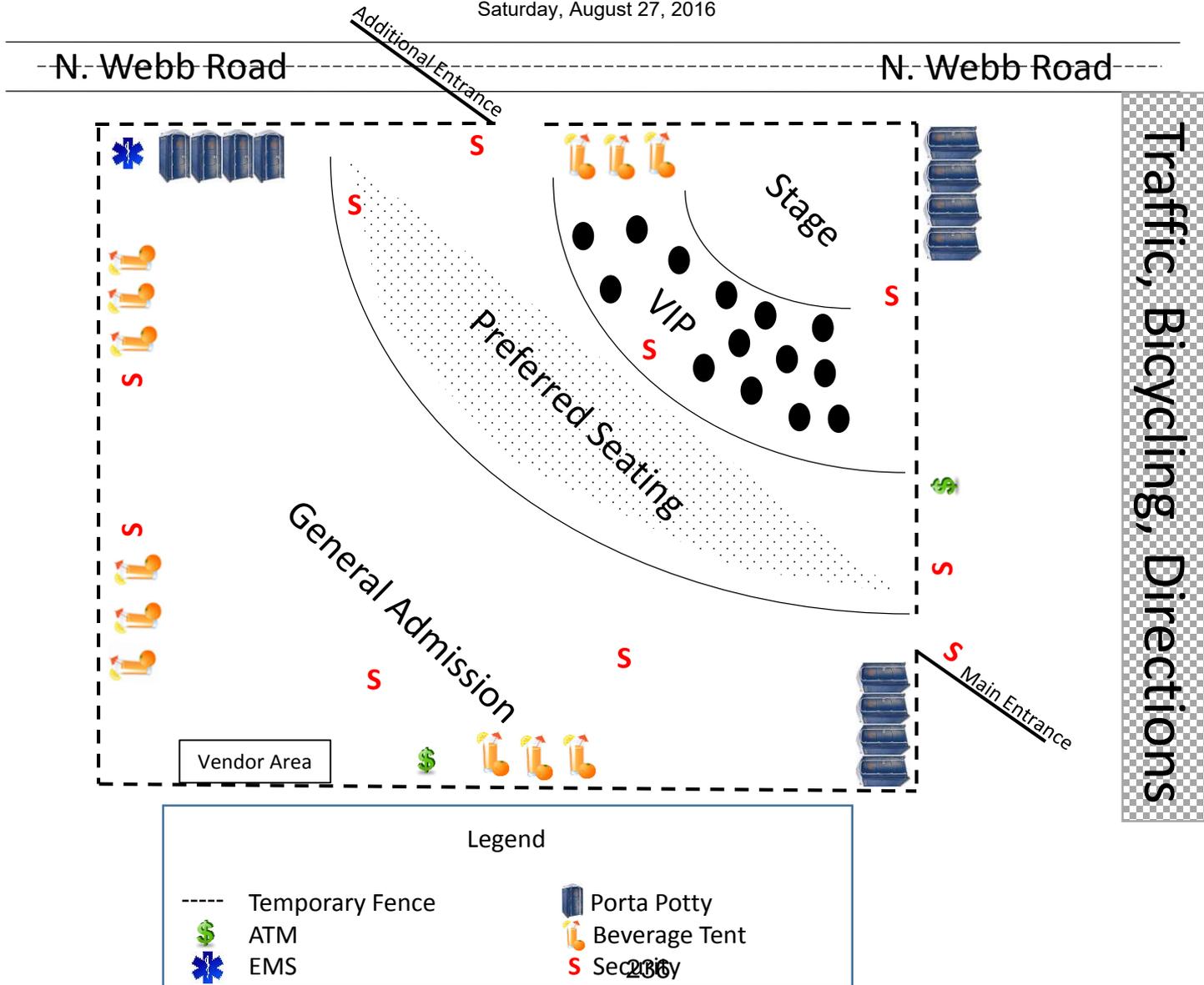
Name: \_\_\_\_\_  
(SIGNATURE)

Name: \_\_\_\_\_

License Fee: \$ \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_







## SPECIAL EVENTS REQUEST FORM

Requests must be submitted a **MINIMUM** of 48-Hours Prior to Event

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Mailing Address: 930 North Chestnut Trafficway

City: Kansas City State MO Zip Code: 64120

Phone Number(s): 816-935-8376

Event Coordinator's Name: Chuck Byrd (Promoter) Email: ccbyrd2613@att.net  
*(If name is different)*

Mailing Address: Same as above

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Organization Name: Platform Promotions, LLC

Organization Representative to be present at and responsible for event: Chuck Byrd

Phone Number(s): 816-935-8376

Event Location: **Wichita Dwight D. Eisenhower National Airport (ICT)** \_\_\_\_\_

**Colonel James Jabara Airport (AAO)**  X

Location Requested: Airfield  
*(Describe requested location. If possible, attach a map)*

**Date(s) of Event:** 8/27/2016

**Time(s) of Event:** 3 p.m. Gates Open. 5:00 p.m. Showtime. 11:00 p.m. Event Concludes.

**Date(s) for set-up:** 8/26/2016

**Date(s) for tear-down and clean-up:** 8/27/2016 - 8/28/2016

**Nature of Event:** Food & Music Festival featuring major recording artists and local food vendors

**List event activities:** Dining and Dancing

**Public:** Yes  No  **If so, estimate number in attendance:** \_\_\_\_\_

**Food and Beverage:** Yes  No

**Alcohol:** Yes  No

**Filming:** Yes  No

**Parking:** Yes  No

**If so, where:** Surrounding areas. Parking plan coordinated with the Police Department and local businesses.

**Type of Security:** Wichita Police Department - On and Off duty  
*(Describe type of security or list name of company)*

**Insurance:** Nationwide *(Attach a copy)*

**Additional Comments:** Thank you for your consideration of this request

**Name:** Chuck Byrd  
*(PRINT)*

**Name:** \_\_\_\_\_  
*(SIGNATURE)*

**Name:** \_\_\_\_\_

**License Fee:** \$ \_\_\_\_\_

**Approved by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

