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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. May 12, 2015

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on May 5, 2015

AWARDS AND PROCLAMATIONS

-- Proclamations:
Law Enforcement Memorial
Kids to Parks Day
National Travel and Tourism Month

-- Awards:
MiniMPA Presentations for City Employees

-- Service Award:
David L. Hollis

I. PUBLIC AGENDA

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

1. Dan Warren - Dust from dirt streets in his neighborhood, Orchard Breeze, District VI.

II. CONSENT AGENDAS ITEMS 1 THROUGH 23

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

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

WORKSHOP TO FOLLOW

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Quarterly Financial Report for the Quarter Ended March 31, 2015.

   RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the quarter ended March 31, 2015.

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

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 23)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated May 11, 2015.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2015	(Consumption on Premises)
Terese K Johnson	Wichita Concession @ Stryker soccer Complex**	2999 North Greenwich
Lawrence E Damm	Family Homes Association**	3202 West 13th North

Renewal	2015	(Consumption off Premises)
Kulwinder Jaswal	Petro America***	2838 West Central

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

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

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

   RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
   a. Amending Resolution for Water Distribution Improvements in North Greenwich Addition. (District II)
   b. Paving Improvements in Tyler's Landing Fifth Addition. (District V)

   RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

5. Property Acquisitions:
   a. Acquisition of Temporary Construction Easement and Right-of-Way at 2525 Brandon Circle. (District II)

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

6. KDOT Safety Grant Bicycle Lights, Bells, and Reflectors.

   RECOMMENDED ACTION: Approve the grant application and authorize the necessary signatures.

7. Safe Kids and Via Christi Helmet Donation Memorandum of Understanding.

   RECOMMENDED ACTION: Approve the donation MOU and authorize the necessary signatures.

8. Contracts and Agreements for April 2015.

   RECOMMENDED ACTION: Receive and file.

9. Correcting Resolution for Paving Emerald Bay Estates 2nd Addition. (District VI)

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

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

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

11. Amendment of Contract for Labor Negotiation Consultant Legal Services.

    RECOMMENDED ACTION: Approve the contract, authorize the Mayor to sign and approve the necessary budget adjustments.

12. Grant of Right-of-Way across City-Owned Property near Maple and Elder Streets. (Districts IV)

    RECOMMENDED ACTION: Approve the grant of right-of-way and authorize all necessary signatures.

13. Partial Redemption of Industrial Revenue Bonds, Greater Wichita YMCA. (District VI)

    RECOMMENDED ACTION: Adopt the resolution authorizing an early redemption of a portion of the Series I 2011 Bonds.

14. Second Reading Ordinances: (First Read May 5, 2015)
    a. List of Second Reading Ordinances.

    RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

15. *VAC2014-00051 - Request to Vacate a Portion of Platted Street Right-of-Way on Property Generally Located North of Douglas Avenue and East of St. Francis Avenue. (District VI)

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

16. *VAC2015-00001 - Request to Vacate a Platted Utility Easement on Property Located on the Northwest Corner of Central Avenue and 127th Street East. (District II)

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

17. *VAC2015-00003 - Request to Vacate a Portion of Platted Utility Easements on Property Generally Located Northwest of West Street and Kansas Highway-42, on the South Side of West Street Court. (District IV)

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

18. *VAC2015-00006 - Request to Vacate a Portion of Platted Complete Access Control on Property Generally Located East of Rock Road on the Southwest Corner of 37th Street North and Comotara Street. (District II)

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

19. *DED2015-00001 – Dedication of Drainage and Utility Easement Located West of Greenwich, South of 29th Street North. (District II)

    RECOMMENDED ACTION: Accept the Dedication.

20. *SUB2014-00025 -- Plat of Wichita Destination Development Located on the Northeast Corner of K-96 Highway and Greenwich Road. (District II)

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

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

21. *Allegiant Non-Signatory Airline - Supplemental Agreement No. 1.

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

22. *Envoy Air, Inc. - Commercial Use and Operating Permit - Wichita Dwight D. Eisenhower National Airport.

    RECOMMENDED ACTION: Approve the commercial use and operating permit and authorize the necessary signatures.

23. *Hawker Beechcraft Global Customer Support, LLC - Facilities Lease Supplemental Agreement No. 1 - Paint Hangar 2160 Airport Road - Hangar #6 2184 Airport Road - Office Building 2190 Airport Road.

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

City of Wichita
City Council Meeting
May 12, 2015

TO: Mayor and City Council

SUBJECT: Quarterly Financial Report for the Quarter Ended March 31, 2015

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Receive and file the Quarterly Financial Report.

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

Analysis: Comparisons of budgeted amounts to actual revenue and expenditures are provided for each operating fund. In addition, financial statements prepared on an accrual basis are presented for enterprise, internal service and pension trust funds, consistent with generally accepted accounting principles. The Quarterly Financial Report may not reflect all the transactions that relate to activities through March 31, 2015.

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

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

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the City Council receive and file the Quarterly Financial Report for the quarter ended March 31, 2015.

Attachment: Quarterly Financial Report

Wichita, Kansas
May 11, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Troy Tillotson, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Zack Daniel, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated May 4, 2015, were read and on motion approved.

Bids were opened May 8, 2015, pursuant to advertisements published on:

Redbud Multi-Use Path - Phase II (Oliver to Woodlawn) (87TE-0399-01/472-85117/707058/ 211516) Traffic to be maintained during construction using flag persons and barricades. (District I)

Kansas Paving Company - $248,080.00

Storm Water Sewer #691 Repair at East Lincoln Street and South Mead Avenue (E Lincoln Street and S Mead Avenue) (468-85016/133117/133117) Traffic to be maintained during construction using flag persons and barricades. (District III)

Mayer Specialty Service LLC - $29,500.00

Water Distribution System to serve JBAR Addition (south of 13th Street N, east of Hoover) (448-90664/735526/470199) Does not affect existing traffic. (District VI)

Visual Systems Inc. - $14,435.00

Lateral 277, Main 5, Sanitary Sewer #22 to serve JBAR Addition (south of 13th Street N, east of Hoover) (468-85024/744390/480082) Does not affect existing traffic. (District VI)

Dutton Construction and Plumbing LLC - $35,480.00

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

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

Marty Strayer, Administrative Assistant, Department of Public Works reported that Andale Ready Mix Central, Inc. submitted an Annual Bid Bond, written by the Old Republic Surety Company in the amount of 5 Percent (5%) of the amount of the bid not to exceed $100,000.00, and dated April 24, 2015, as bid security for items bid on by the Principal. In the event the total of such bid or bids exceeds the maximum amount which the bond will cover in accordance with the specifications at any one time, then sufficient bid security will be required. The bond was approved as to form by the Legal Department.

On motion the Board recommended that the annual bid bond be approved.

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

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

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: May 11, 2015

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER
May 8, 2015

Redbud Multi-Use Path – Phase II (Oliver to Woodlawn) – Public Works & Utilities Dept./Engineering Division
Kansas Paving Company **$248,080.00**

SWS Repair at Lincoln Street and Mead Avenue – Public Works & Utilities Department/Engineering Division
Mayer Specialty Service, LLC **$29,500.00**

Water Distribution System to serve JBAR Addition – Public Works & Utilities Department/Engineering Div.
Visual Systems, Inc. **$14,435.00**

Lateral 277, Main 5, Sanitary Sewer #22 to serve JBAR Addition – Public Works & Utilities Department/Engineering Division
Dutton Construction and Plumbing, LLC **$35,480.00**

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

Melinda A. Walker

Melinda A. Walker
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - April 24, 2015

RQ540314

FB540047		Engineer's Construction Estimate	Barkley Construction	Cornejo & Sons, LLC	Kansas Paving Company
Redbud Multi-Use Path - Phase II		$400,168.00	$286,346.00	$298,055.80	$248,080.00
	BID BOND		X		
(Oliver to Woodlawn)	ADDENDA	3		X	X
87TE-0399-01/472-85117(707058)					
		Engineer's Construction Estimate	Andale Construction Inc.	PPJ Construction Inc.	Calvin Opp Concrete Inc.
Redbud Multi-Use Path - Phase II		$400,168.00	$250,079.50	$301,960.00	$271,977.00
	BID BOND		X	X	X
(Oliver to Woodlawn)	ADDENDA	3		X	X
87TE-0399-01/472-85117(707058)					
		Engineer's Construction Estimate	Pearson Construction LLC		
Redbud Multi-Use Path - Phase II		$400,168.00	$255,412.80		
	BID BOND		X		
(Oliver to Woodlawn)	ADDENDA	3			
87TE-0399-01/472-85117(707058)					
		Engineer's Construction Estimate			
Redbud Multi-Use Path - Phase II		$400,168.00			
	BID BOND				
(Oliver to Woodlawn)	ADDENDA	3			
87TE-0399-01/472-85117(707058)					

CHECKED BY: KD

REVIEWED BY: AS

STORM SEWER BID TABULATION SUMMARY

BOARD OF BIDS - May 8, 2015

RQ540210

FB540024		Engineer's Construction Estimate	Mayer Specialty Service LLC	Utility Maintenance Contractors LLC	Mies Construction
SWS Repair at Lincoln Street and Mead Avenue		$121,500.00	$29,500.00	$54,920.00	
(E Lincoln Street and S Mead Avenue)	BID BOND		X		
468-85016	ADDENDA	4	X		
(133117)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
SWS Repair at Lincoln Street and Mead Avenue		$121,500.00			
(E Lincoln Street and S Mead Avenue)	BID BOND				
468-85016	ADDENDA	4			
(133117)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
SWS Repair at Lincoln Street and Mead Avenue		$121,500.00			
(E Lincoln Street and S Mead Avenue)	BID BOND				
468-85016	ADDENDA	4			
(133117)					
		Engineer's Construction Estimate			
SWS Repair at Lincoln Street and Mead Avenue		$121,500.00			
(E Lincoln Street and S Mead Avenue)	BID BOND				
468-85016	ADDENDA	4			
(133117)					

CHECKED BY: KP

REVIEWED BY: psl

WATER BID TABULATION SUMMARY

BOARD OF BIDS - May 8, 2015

RQ540485

FB540077		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Water Distribution System		$29,397.00	$19,778.00	$17,000.00	$22,269.00
JBAR Addition	BID BOND				
448-90664	ADDENDA	0			
(735526)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Water Distribution System		$29,397.00	$17,212.00	$17,890.75	$17,006.00
JBAR Addition	BID BOND				
448-90664	ADDENDA	0			
(735526)					
		Engineer's Construction Estimate	Visual Systems Inc	Dutton Construction & Plumbing	
Water Distribution System		$29,397.00	$14,435.00	$15,491.00	
JBAR Addition	BID BOND		X	X	
448-90664	ADDENDA	0			
(735526)					
		Engineer's Construction Estimate			
Water Distribution System		$29,397.00			
JBAR Addition	BID BOND				
448-90664	ADDENDA	0			
(735526)					

CHECKED BY: KP

REVIEWED BY: PS

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - May 8, 2015

RQ540486

FB540078		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Lateral 277, Main 5, Sanitary Sewer #22		$63,946.00	$45,755.00	$38,770.00	$45,410.00
JBAR Addition	BID BOND				
468-85024	ADDENDA	0			
(744390)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Lateral 277, Main 5, Sanitary Sewer #22		$63,946.00	$41,125.00	$41,120.50	$39,840.00
JBAR Addition	BID BOND				
468-85024	ADDENDA	0			
(744390)					
		Engineer's Construction Estimate	Dutton Construction and Plumbing LLC	Stannard Construction d/b/a WB Carter	
Lateral 277, Main 5, Sanitary Sewer #22		$63,946.00	$35,480.00		
JBAR Addition	BID BOND		X		
468-85024	ADDENDA	0			
(744390)					
		Engineer's Construction Estimate			
Lateral 277, Main 5, Sanitary Sewer #22		$63,946.00			
JBAR Addition	BID BOND				
468-85024	ADDENDA	0			
(744390)					

CHECKED BY: KP

REVIEWED BY: PH

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL MAY 12, 2015

a. Water Distribution System to serve Casa Bella 3rd Addition - Phase 2 (north of Pawnee, west of 127th Street East) (448-90503/735525/470197) Does not affect existing traffic. (District II) - $56,000.00

b. Lateral 7, Main 18, Four Mile Creek Sewer to serve Casa Bella 3rd Addition - Phase 2 (north of Pawnee, west of 127th Street East) (468-84719/744389/480081) Does not affect existing traffic. (District II) - $68,250.00

c. Water Distribution System to serve Stonebridge Commercial Addition (south of 37th Street North, east of Maize) (448-90559/735527/470200) Does not affect existing traffic. (District V) - $14,000.00

d. Water Distribution System to serve Fox Ridge Plaza Addition (south of 37th Street North, east of Maize) (448-90631/735528/470201) Does not affect existing traffic. (District V) - $74,000.00

To be Bid: May 1, 2015

PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Casa Bella 3rd Addition - Phase 2
(north of Pawnee, west of 127th Street East)

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

	LUMP SUM BID ITEMS (735525) - Group 1			
1	Pipe, WL 8"	1,559	lf	
2	Pipe, WL 8", DICL	12	lf	
3	Fire Hydrant Assembly	2	ea	
4	Valve Assembly, Blowoff, 2"	1	ea	
5	Connect to Existing Line	3	ea	
6	Site Clearing	1	LS	
7	Site Restoration	1	LS	
8	Seeding	1	LS	
	MEASURED QUANTITY BID ITEMS (735525) - Group 1			
9	BMP, Inlet Protection	2	ea	

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $56,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

City Clerk

470197 (735525) 448-90503
Page _____

EXHIBIT _____

468-84719 (744389) 480081 District II

To be Bid: May 1, 2015

PRELIMINARY ESTIMATE of the cost of:
Lateral 7, Main 18, Four Mile Creek Sewer to serve Casa Bella 3rd Addition - Phase 2
Casa Bella 3rd Addition - Phase 2

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

	LUMP SUM BID ITEMS (744389) - Group 2		
1	Pipe, SS 8"	1,289	lf
2	Air Testing, SS Pipe	1,289	lf
3	MH, Standard 4'	4	ea
4	Riser Pipe Assembly (4")	14	ea
5	Connect to Existing MH	1	ea
6	On-Site Borrow	790	cy
7	Easement Grading	115	cy
8	Site Clearing	1	LS
9	Site Restoration	1	LS
10	Seeding	1	LS
	MEASURED QUANTITY BID ITEMS (744389) - Group 2		
11	BMP, Silt Fence	172	lf
12	BMP, Linear Sediment Barrier	360	lf
13	BMP, Construction Entrance	1	ea

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $68,250.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

City Clerk

480081 (744389) 468-84719
Page _____

EXHIBIT ____

448-90559 (735527) 470200 District V

To be Bid: May 1, 2015

PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Stonebridge Commercial Addition
(south of 37th Street North, east of Maize)

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

	LUMP SUM BID ITEMS (735527) - Group 1		
1	Pipe, WL 8"	220	lf
2	Pipe, WL 8" (DICL)	4	lf
3	Site Clearing	1	LS
4	Site Restoration	1	LS
5	Seeding, Temporary	1	LS

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost $14,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

_____
City Clerk

470200 (735527) 448-90559
Page _____

EXHIBIT _____

448-90631 (735528) 470201 District V

To be Bid: May 1, 2015

PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Fox Ridge Plaza Addition
(south of 37th Street North, east of Maize)

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

	LUMP SUM BID ITEMS (735528) - Group 2			
1	Pipe, WL 8"	1,492	lf	
2	Pipe, WL 8" (DICL)	25	lf	
3	Fire Hydrant Assembly	4	ea	
4	Anchor Valve Assembly, 8"	4	ea	
5	Valve Assembly, Blowoff	3	ea	
6	Site Clearing	1	LS	
7	Site Restoration	1	LS	
8	Seeding, Temporary	1	LS	
9	Maintain Existing BMPs	1	LS	
	Construction Subtotal			
	Design Fee			
	Engineering & Inspection			
	Administration			
	Publication			
	Total Estimated Cost			$74,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

City Clerk

470201 (735528) 448-90631
Page ____

EXHIBIT ____

City of Wichita
City Council Meeting
May 12, 2015

TO: Mayor and City Council

SUBJECT: Amending Resolution for Water Distribution Improvements in North Greenwich Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Adopt the amending resolution.

Background: On April 7, 2009, the City Council adopted Resolution No. 09-090 for water distribution system in North Greenwich Addition. A review of the resolution revealed an inadvertent technical error which should be corrected.

Analysis: The estimated cost of improvements for the district is $33,000. The amount of $300,000 was incorrectly listed on the resolution. An amending resolution has been prepared to correct the budget.

Financial Considerations: The project budget remains $33,000 funded by special assessments.

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

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

Attachments: Amending resolution.

132019

First Published in the Wichita Eagle on May 15, 2015

RESOLUTION NO. 15-124

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90430 (NORTH OF 29TH ST. NORTH, EAST OF GREENWICH)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90430 (NORTH OF 29TH ST. NORTH, EAST OF GREENWICH**) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 09-090** adopted on **April 7, 2009** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90430 (north of 29th St. North, east of Greenwich).**

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Thirty Three Thousand Dollars ($33,000**) exclusive of interest on financing and administrative and financing costs, with 100 percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2009**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NORTH GREENWICH ADDITION
Lots 1 and 2, Block A

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional basis**.

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 and 2, Block A, **NORTH GREENWICH ADDITION** shall each pay ½ of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended (the "Act").

SECTION 9. 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 10. 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.

PASSED by the governing body of the City of Wichita, Kansas, this 12th day of May, 2015.

_____
JEFF LONGWELL, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
JENNIFER MAGANA
DIRECTOR OF LAW

City of Wichita
City Council Meeting
May 12, 2015

TO: Mayor and City Council

SUBJECT: Paving Improvements in Tyler's Landing Fifth Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised petition and revised estimate, approve acceptance of the lowest bid, and adopt the amending resolution.

Background: On January 6, 2015, the City Council approved a petition for paving improvements to serve Tyler's Landing Fifth Addition. The project was bid for construction on April 10, 2015, with all bids exceeding the Engineer's estimate. The developer has submitted a new petition with an increased budget. The signatures on the petition represent 100% of the improvement district and the petition is valid per Kansas Statute 12-6a01.

Analysis: The project will provide paving improvements required for a new residential development located east of Tyler, south of 37th Street North.

The lowest bid received for the project exceeded the Engineer's estimate by more than $23,000. Accepting this bid will allow the project to proceed without requiring it to be re-bid, thus eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter Ordinance No. 222, staff recommends the City Council approve acceptance of the lowest bid based on the best interest of the City. A revised estimate has been prepared to reflect the increased cost of constructing the improvements.

Financial Considerations: The existing petition total is $95,000 and the revised petition total is $128,000. The funding source is special assessments.

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

Recommendations/Actions: It is recommended that the City Council approve the revised petition and revised estimate, approve acceptance of the lowest bid, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Map, budget sheet, revised petition, amending resolution and bid summary.

Project Request

○ CIP ◉ Non-CIP

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

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

ENGINEERING REFERENCE #: 472-85193

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

COUNCIL DISTRICT: 05 Council District 5 DATE COUNCIL APPROVED: May 12, 2015 REQUEST DATE:

PROJECT # : 490352 PROJECT TITLE: Median Modifications for Tyler's Landing 5th Addition

PROJECT DETAIL # : 001 PROJECT DETAIL DESCRIPTION: Median Modifications for Tyler's Landing 5th Addition

OCA # : 766331 OCA TITLE: Median Modifications for Tyler's Landing 5th Addition

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

○ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	$95,000.00	$33,000.00	$128,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$95,000.00	$33,000.00	$128,000.00

Expense Object Level 3			
2999 Contractuals	$95,000.00	$33,000.00	$128,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$95,000.00	$33,000.00	$128,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE: 04/23/15

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE: 4/24/15 X

CITY MANAGER: DATE:

RECEIVED

APR 14 '15

CITY CLERK OFFICE

PETITION
(PAVING IMPROVEMENTS – TYLER'S LANDING 5TH ADDITION)

REVISED
PROJECT #472-85193

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

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

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

Construction of median modification improvements on 37th St. N., and paving improvements on 37th Ct. N. from the south line of 37th St. N., south to and including the cul-de-sac.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

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

(b) The estimated or probable cost of the proposed Improvements is: $128,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

TYLER'S LANDING 5TH ADDITION
Lots 15 through 22, Block A

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 15 through 22, Block A, TYLER'S LANDING 5TH ADDITION shall each pay 1/8 of the total cost of the improvements.

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

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

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

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

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

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

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

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

Signature	Dated	Property Owned Within Proposed Improvement District
R & R Realty, LLC By: _____ Jay W. Russell, Manager Ritchie Associates, Inc., Manager By: _____ Kevin M. Mullen, President	4/14/15 4/14/15	**Tyler's Landing 5th Addition** Lots 15 through 22, Block A

****

THIS PETITION was filed in my office on April 14, 2015

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Deputy City Clerk

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - April 10, 2015

RQ540374

FB540059		Engineer's Construction Estimate	APAC - Kansas Inc	Cornejo & Sons, LLC	Kansas Paving Company
37th Court North and Median Modification			$159,786.00	$125,638.15	$134,897.80
(east of Tyler, south of 37th Street North)	BID BOND				
	ADDENDA	0			
472-85193 (766331)					
		Engineer's Construction Estimate	PPJ Construction		
37th Court North and Median Modification			$93,705.00		
(east of Tyler, south of 37th Street North)	BID BOND		X		
	ADDENDA	0			
472-85193 (766331)					
		Engineer's Construction Estimate			
37th Court North and Median Modification					
(east of Tyler, south of 37th Street North)	BID BOND				
	ADDENDA	0			
472-85193 (766331)					
		Engineer's Construction Estimate			
37th Court North and Median Modification					
(east of Tyler, south of 37th Street North)	BID BOND				
	ADDENDA	0			
472-85193 (766331)					

Award 5-12-15 subject to City Council approval of new Engineer's Estimate and Budget Authorization

CHECKED BY: _____

REVIEWED BY: _____

(Published in the ***Wichita Eagle***, on May 15th, 2015)

RESOLUTION NO. 15-125

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 – TYLER'S LANDING 5TH ADDITION/SOUTH OF 37TH, EAST OF TYLER) (472-85193).

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

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 15-010** of the City (the "Prior Resolution) authorizing certain internal improvements; and

WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

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

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by 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. **Repealer**. The Prior Resolution is hereby repealed.

Section 2. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of median modification improvements on 37th Street North, and paving improvements on 37th Court North from the south line of 37th Street North, south to and including the cul-de-sac (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Twenty-Eight Thousand Dollars $128,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City.

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

TYLER'S LANDING 5TH ADDITION
Lots 15 through 22, Block A

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 15 through 22, Block A, **TYLER'S LANDING 5TH ADDITION** shall each pay 1/8 of the total cost of the improvements.

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

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

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

Section 3. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 2*** of this Resolution.

Section 4. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 6. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on May 12th, 2015.

(SEAL)

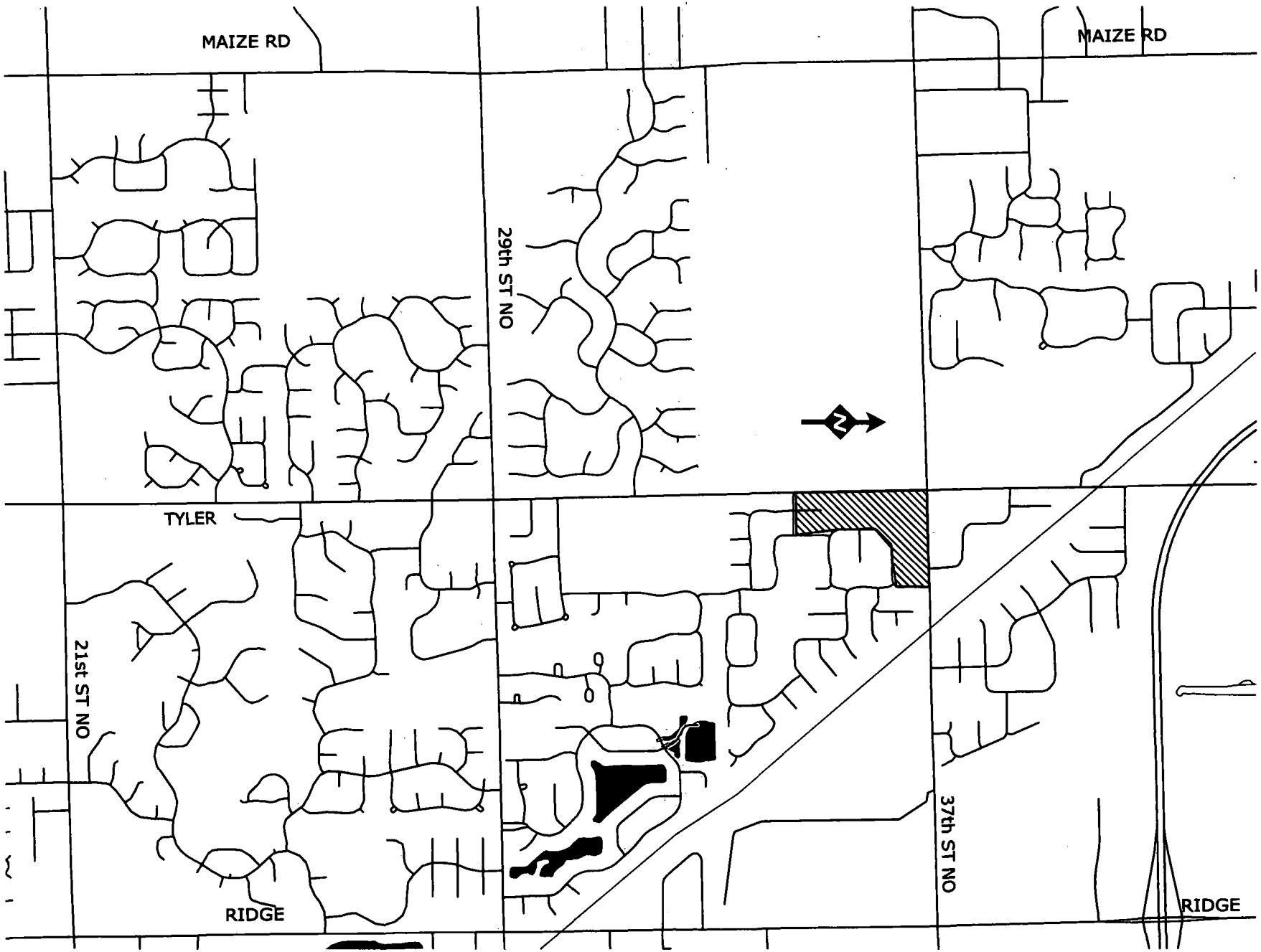
_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, Director of Law and City Attorney


MAIZE RD
MAIZE RD
29th ST NO
37th ST NO
TYLER
RIDGE
RIDGE
21st ST NO

CITY OF WICHITA
City Council Meeting
May 12, 2015

TO: Mayor and City Council

SUBJECT: Acquisition of Temporary Construction Easement and Right-of-Way at 2525 Brandon Circle (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On December 10, 2013, the City Council approved the funding to replace or rehabilitate failing water and sewer infrastructure using the Water Mains Replacement or Relocation Program or the Reconstruction or Rehabilitation of Aged Sanitary Sewers Program. The removal of the Windemere Lift Station and replacement with a gravity flow line is a project within the Reconstruction or Rehabilitation of Aged Sanitary Sewers Program. To facilitate the project, it is necessary to acquire land from five parcels, three utility easements and two temporary construction easements. A temporary construction easement is required from the single-family residence at 2525 Brandon Circle. In addition, the acquisition of a one foot wide strip of land from the most northwestern corner of the property will be obtained as right-of-way. The acquisition will eradicate the private ownership of a sliver of land from the K-96 Highway right-of-way and bike path easement.

Analysis: The proposed construction easement from 2525 Brandon Circle consists of 1,176.12 square feet. That part being acquired in fee consists of 32 square feet. The taking impacts a portion of the yard and the landscaping, a wood privacy fence, and an in-ground sprinkler system will be impacted. The owner agreed to accept the estimated market value of the taking at $3,825 plus an additional $700 as a cost-to-cure value for the in-ground sprinkler system.

Financial Considerations: The funding source for the project is Sewer Utility Funds. A budget of $4,700 is requested. This includes $4,525 for the acquisition, and $175 for title work and other administrative fees.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council; 1) approve the budget; 2) approve any necessary budget adjustments; 3) approve the real estate purchase agreement; and 4) authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map, and aerial map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 10th day of April, 2015 by and between Scott Babcock, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the city of Wichita, Kansas, a municipal corporation, party of the Second Part, 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 a quit claim deed for the purpose of maintaining right-of-way, a bike path, and for the constructing, operating, maintaining, and repairing a sewer system, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

   BEGINNING at the Northwest corner of Lot 44, Block 1, Regency Lakes, an addition to Wichita, Sedgwick County, Kansas, also being the Northeast corner of the Southwest Quarter of Section 4, Township 27 South, Range 2 East of the 6th P.M. as indicated by the recorded plat of said Regency Lakes; Thence West, along the North line of said Regency Lakes, 1.58 feet, more or less, to the NE corner of Tallgrass East 3rd Addition to Wichita, Sedgwick County, Kansas as indicated by the recorded plat of said Regency Lakes; Thence South along the said East line of Tallgrass East 3rd Addition to the point of intersection with the extended Southerly line of right of way as described in Film 1164, Page 549 at the office of the Sedgwick County Register of Deeds; Thence in a Southeasterly direction, along the extended Southerly line of said right of way to the Southeast corner of said right of way also being a P.I. in the boundary of said Lot 44 and a point on the East line of said Southwest Quarter of Section 4; Thence North, along said East line of said Southwest Quarter, a distance of 31.97 feet, more or less, to the **POINT OF BEGINNING**. (said TRACT containing 0.001 acres, more or less)

2. The Seller does hereby agree to sell and convey to the Buyer by a temporary easement for the purpose of constructing, operating, maintaining, and repairing a sewer system, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

   A 10' Temporary Construction Easement described as follows:

   The South 10.00 feet of the North 30.00 feet of Lot 44, Block 1, Regency Lakes, an addition to Wichita, Sedgwick County, Kansas. **EXCEPT** a platted 20' Utility Easement contained therein.

   This easement does not include a right-of-way over land occupied by a permanent structure.

   Said easement shall expire upon completion of sanitary sewer collection facilities construction or December 31, 2015, whichever comes first.

3. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, damages to the in-ground sprinkler system, trees and fencing, the sum of Four Thousand Five Hundred Twenty-Five Dollars ($4,525) in the manner following to-wit: cash at closing.

4. A title insurance company's commitment to insure or a complete abstract of title certified to date, to 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 the Office of Property Management for the City of Wichita 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, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. 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 by Buyer.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.

7. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.

8. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.

9. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before May 15, 2015.

10. Possession to be given to Buyer at closing

11. Closing costs shall be paid by Buyer.

12. <u>Site Assessment</u>

A. At any time prior to the closing of this agreement, 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, Buyer shall have the right to void this agreement upon notice to 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.

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. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. 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.

SELER:

Scott Babcock

BUYER:

Jeff Longwell, Mayor

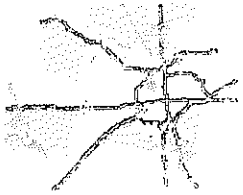
ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon Dickgrafe, Interim Director of Law and City Attorney

Lot 44

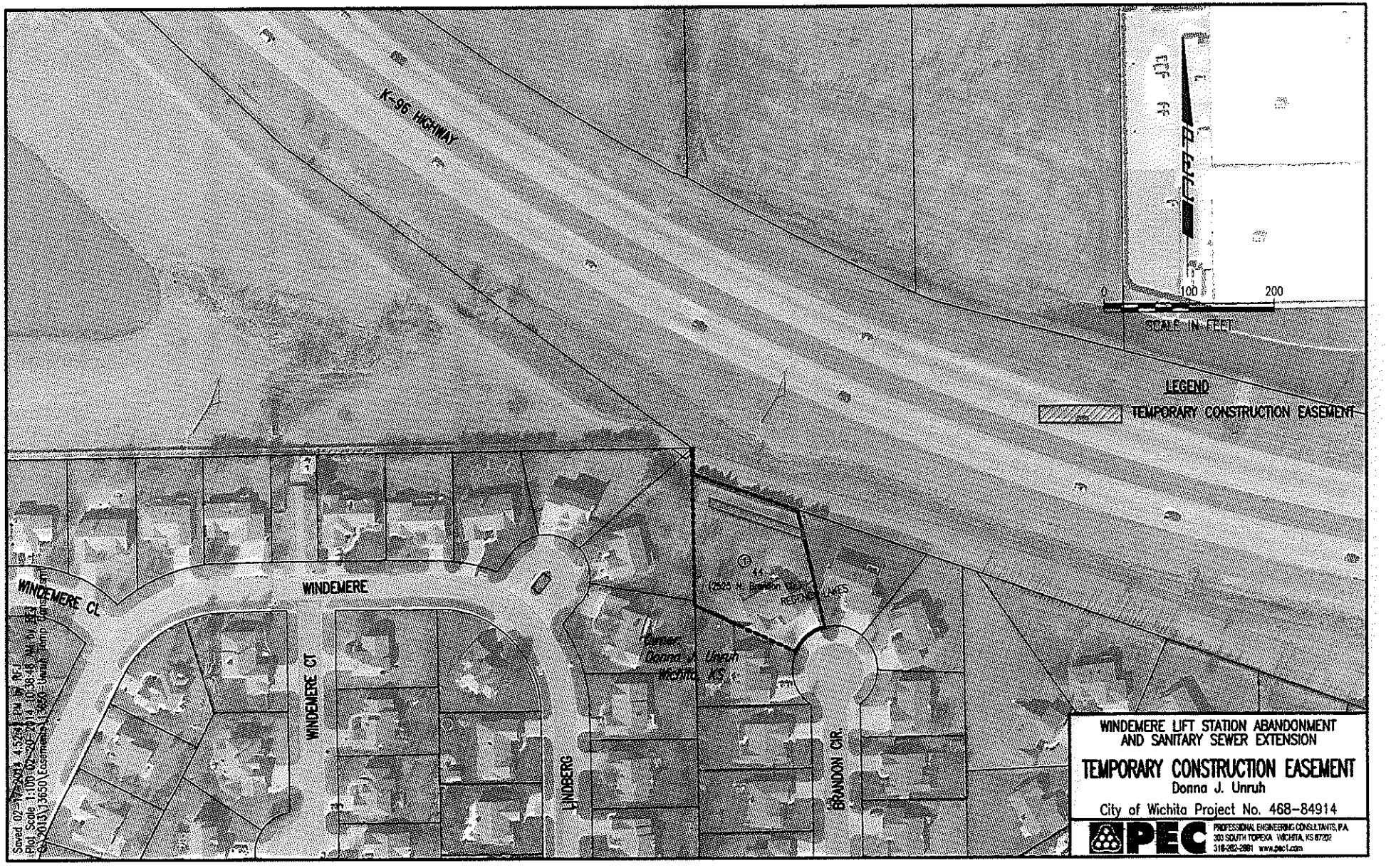


Legend

- Parcels
- Airport Runway

This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 459


K-96 HIGHWAY
WINDEMERE CL
WINDEMERE
WINDEMERE CT
LINNBERG
BRANDON CIR.
Owner:
Donna J. Unruh
Wichita, KS
LEGEND
TEMPORARY CONSTRUCTION EASEMENT
0
100
200
SCALE IN FEET
WINDEMERE LIFT STATION ABANDONMENT
AND SANITARY SEWER EXTENSION
TEMPORARY CONSTRUCTION EASEMENT
Donna J. Unruh
City of Wichita Project No. 468-84914
PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
300 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com

Agenda Item No. II-6

City of Wichita
City Council Meeting
May 12, 2015

TO: Mayor and City Council

SUBJECT: KDOT Safety Grant Bicycle Lights, Bells, and Reflectors

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve the grant application and authorize the necessary signatures.

Background: On February 5, 2013, the Wichita City Council endorsed the Wichita Bicycle Master Plan. The plan is a guide for how the City can make it easier, safer, and more convenient to get around the City on a bicycle through the provision of bicycle related infrastructure, policies, and programs. Plan Strategy 11 recommends that the City promote bicycle education in Wichita through partnerships with community organizations and businesses.

The Kansas Department of Transportation (KDOT) offers traffic safety funding for projects. The program is a competitive grant. The funding cycle operates on the Federal fiscal year ending on September 30th.

Analysis: The proposed grant application would fund the purchase and distribution of bicycle lights, reflectors, and bells in order to improve the safety of all roadway users. The lights and reflectors will help make people bicycling more visible to people walking and driving. The bicycle bells will provide devices for people bicycling to make audible signals to help make other roadway users aware of their presence.

If the grant application is successful, then a reimbursement request must be submitted to KDOT by September 30th for the City to receive the grant funding.

Financial Considerations: The KDOT grant funding application is for $2,000, which is only available as a reimbursement for costs incurred by the City. The grant application proposes that $750 would fund the creation, publication, and distribution of printed educational materials; and $1,250 would fund the purchase of bicycle lights, reflectors, and bicycle bells.

Legal Considerations: The Law Department has reviewed and approved the grant application. If approved, a separate grant agreement will be submitted to the City Council for approval.

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

Attachments: KDOT Highway Safety Project Detailed Plan (the application form for KDOT)

Highway Safety Project Detailed Plan

Kansas Department of Transportation, Traffic Safety Section

Eisenhower State Office Building, 700 SW Harrison St., Topeka KS 66603

Project Name: Wichita Street Safety Education - Lights and Bells

Section 1-Project Agency Information

1. Name of Project Agency: City of Wichita	2. Mailing Address (Street, City, State, Zip Code): 455 N. Main Street 10th Floor Wichita, KS 67202
3. Name & Title of Agency Head: City of Wichita Mayor Jeff Longwell 4. Agency Head Phone: 316.268.4331 5. Agency Head Email: jlongwell@wichita.gov	6. Name & Title of Person Authorized to commit agency to contracts (Board of Directors Chair, City Manager, County Commission Chair, etc.): Jeff Longwell, Mayor of Wichita
7. Name of Project Contract Person: Scott Wadle 8. Contact's Phone: 316.352.4855 9. Contact's Cell Phone: 10. Contact's E-mail: swadle@wichita.gov 11. Contact's FAX:	12. *Preferred Payment Method: *(Select one by clicking on the box)* Check: ☐ Direct Deposit: ☒
13. Alternate Address for KDOT checks (optional):	14. Name of Financial Contact Person (optional): Derek Slocum 15. Finance Telephone Number: 316.268.4445 16. Financial Email Address: dslocum@wichita.gov

FOR KDOT USE ONLY

Index: Project No. Contract No. *DUNS No.	Current Contract Period: (From/To): - Full Project Period: (From/To): -	***Clarification** ***Preferred Payment Method:** If your agency does not now receive state payments by direct deposit, or you are not sure of its status, your financial staff must call the KDOT Federal Aid and Project Accounting Unit at (785) 296-3205 for help getting this process set up correctly. ***DUNS No.:** The DUNS # was originated by Dun and Bradstreet as a means of identifying every private and public entity on earth. It has been adopted by the federal government as the unique identifier for all entities receiving federal funds such as ours. The central financial office for your agency should know your number. ***SAM Expiration Date:** The System for Award Management (SAM) is a central registry the federal government has established on the Internet to record the DUNS # and other information about your agency. Your central financial office should know the date of their most recent registration in this system, or should do so if they haven't ever registered.
Fed. Awarding Agency: Fed. Funding Source: State Awarding Agency: State Funding Source:	Fed. Employer ID No. (FEIN) Federal Award ID No. (FAIN) Fed. Award Date:	
Total Project Funds: Total Contract Funds: No. of Contract Years:	Agency Use: Budget Unit: CMS #:	
*System for Award Mgt. (SAM) Expiration Date:	Sub: Fund:	
Research & Development Funds:	Indirect Cost Rate: CFDA:	
% Local Benefit: Recipient Match Required: ☐ Yes ☐ No If Yes, Amount:	Approved Budget Attached? ☐ Yes ☐ No Other Information:	

Section 2-Safety Issue & Proposed Action

17. Describe the traffic safety issue to be addressed (Problem Statement):

The traffic safety issues addressed by this project are:
- crashes involving motor vehicles and bicyclists
- crashes involving bicyclists and pedestrians.

In the four years from 2011 to 2014, there were 320 crashes invlving motorvehicles and bicyclists. Between 2011 and 2014 there was one crash between a person bicycling and a person walking that resulted in hospitalization.

18. Describe the project intended to address these issues (The Proposed Solution):

The project will purchase and distribute free bicycle lights, bicycle reflectors, bicycle bells, and educational materials in order to promote better compliance with Wichita City Code Section 11.48.09 (requiring lights or reflectors) and Section 11.48.160 (requiring audible signal before overtaking and passing a pedestrian).

19. Describe the expected outcomes, benefits, or results (Performance Objectives):

1. The number of bicycle and motor vehicle crashes will be reduced by 20 percent.
2. The number of bicycle and pedestrian crashes will be reduced to zero in 2015.

Section 3-Budget

DIRECTIONS: Enter your specific Agency categories under each budget line item; then, enter budget costs based on 1-year, 2-year and 3-year projections as applicable. Provide a grand total to include all years provided for at the bottom.

Category and Line Item Descriptions	FFY 2015	FFY	FFY
Personnel:			
1. Staff hours to create educational materials for distribution with bells and lights	$250		
2.			
3.			
4.			
5.			
Sub-Total			
Commodities:			
1. Purchase of bicycle lights, reflectors, and bicycle bells	$1,250		
2. Printing of educational materials for distribution	$500		
3.			
4.			
Sub-Total			
Contractual:			
1.			
2.			
3.			
Sub-Total			
Travel:			
1.			
2.			
3.			
Sub-Total			
Expense type:			
1.			
2.			
3.			
Subtotal			
Annual Totals:	$2,000	$	$
GRAND TOTAL:	**$2000**		

Agenda Item No. II-7

City of Wichita
City Council Meeting
May 12, 2015

TO: Mayor and City Council

SUBJECT: Safe Kids and Via Christi Helmet Donation Memorandum of Understanding

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve the Memorandum of Understanding (MOU) and authorize the necessary signatures.

Background: On February 5, 2013, the Wichita City Council endorsed the Wichita Bicycle Master Plan. The plan is a guide for how the City can make it easier, safer, and more convenient to get around the City on a bicycle through the provision of bicycle related infrastructure, policies, and programs. Plan Strategy 12 recommends that the City pursue public-private partnerships as a way to leverage funding.

The proposed MOU would be entered into with Via Christi Outreach and Prevention, and Safe Kids Wichita Area. Safe Kids Wichita Area is a global organization dedicated to preventing injuries in children. Safe Kids Wichita Area is led by Via Christi Regional Medical Center, which provides staff, operation support, and other resources. Via Christi Health is the largest provider of healthcare services in Kansas.

Analysis: Through the proposed agreement, Safe Kids Wichita Area and Via Christi Outreach and Prevention would provide the City with 150 bicycle helmets. In return, the City would distribute the helmets for free and ensure that the helmets are distributed by City staff members and volunteers trained to fit helmets per the Bicycle Helmet Safety Institute guidance.

Financial Considerations: The donation does not require a local match.

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

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

Attachments: MOU Between Safe Kids Wichita Area, Via Christi Outreach and Prevention, and the City of Wichita for Donation of Helmets

MEMORANDUM OF UNDERSTANDING BETWEEN
SAFE KIDS WICHITA AREA, VIA CHRISTI OUTREACH AND PREVENTION
AND
THE CITY OF WICHITA
FOR DONATION OF HELMETS

WHEREAS: The City of Wichita, Kansas, a Municipal Corporation (City); Safe Kids Wichita Area, a Not for Profit Corporation (Safe Kids); and Via Christi Outreach and Prevention (VCOP), a Not for Profit Corporation have a mutual interest in increasing the safety of people bicycling, and

WHEREAS: The Wichita Bicycle Master Plan Strategy 12 recommends that the City pursue public-private partnerships with private organizations as a way to leverage funding; and

WHEREAS: The use of helmets provide a 66 to 88% reduction in the risk of head, brain and severe brain injury for all ages of people bicycling[1];

NOW THEREFORE: This Memorandum of Understanding (MOU) is made and entered into on _____, 2015 the ("Effective Date") between the City, SafeKids, and VCOP.

I. RESPONSIBILITIES OF EACH PARTNER

1. Safe Kids and VCOP agrees to the following:

    a. Donation. Safe Kids and VCOP hereby agree to donate to the City a total of 150 bicycling helmets for free distribution.

2. The City agrees to the following:

    a. Costs: the City shall distribute the helmets for free.

    b. Training: the City shall ensure that the helmets are distributed by individuals who are trained to fit helmets per the Bicycle Helmet Safety Institute guidance at http://www.bhsi.org/fit.htm.

[1] Thompson, Rivara, and Thompson; Helmets for Preventing Head and Facial Injuries in Bicyclists; 2006

3. This Memorandum shall commence on the Effective Date and shall remain effective for an initial term of one (1) year. Thereafter, this Memorandum shall automatically renew for additional one (1) year periods unless and until terminated. This Memorandum may be terminated by either party without cause and without penalty, by giving thirty (30) days' prior written notice.

APPROVED this _____ day of _____, 2015:

City of Wichita, Kansas

_____
Jeff Longwell, Mayor

Safe Kids Wichita Area

_____
Ronda Lusk, Save Kids Wichita Area Coordinator

Via Christi Outreach and Prevention
A division of Via Christi Hospitals Wichita, Inc.

_____
Kevin Strecker
Senior Administrator - Hospital

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law

Date: _____

ATTEST:

_____
Karen Sublett, City Clerk

Date: _____

CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
APRIL 2015

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Bicycle Services: Parts & Repairs	4/30/2016	MJS Enterprises Inc. DBA Bicycle X Change Shops	Police	5/1/1998 - 4/30/1999	Annual basis
Bus and Van Cleaners & Compounds - Group 1	4/30/2016	Alkota of Kansas	Wichita Transit	5/1/2013 - 4/30/2014	Last option
Filter Fly Control Chemicals	4/30/2016	Adapco, Inc.	Public Works & Utilities	5/13/2003 - 4/30/2004	Annual basis
Filters: Miscellaneous Air, Fuel & Oil	4/30/2016	Poorman Automotive Warehouse	Various	5/1/2014 - 4/30/2015	1 - 1 year option
Firefighter Protective Clothing - Coats and Pant Sets, Harness/Belt, Hoods, Helmets (Groups 2, 3, 4 & 5)	4/30/2015	Municipal Emergency Services, Inc. dba MES-MIDAM	Fire	4/23/2013 - 4/30/2014	1 - 1 year option
Firefighter Protective Clothing - Group 1	4/30/2016	Morning Pride Mfg. dba Honeywell First Responder Products	Fire	4/23/2013 - 4/30/2014	2 - 1 year options
Firefighter Protective Clothing - Group 6	4/30/2016	All Hands Fire Equipment	Fire	4/23/2013 - 4/30/2014	Last option
Fuel (Fleet) Credit Cards	4/30/2016	Wright Express Financial Services Corporation	Police/Public Works & Utilities	6/28/2012 - 4/30/2014; 5/1/2014 - 4/30/2015; extension thru 8/30/15	Annual basis
Glass Beads for Traffic Line Paint	4/30/2016	Potters Industries LLC	Public Works & Utilities	5/7/2013 - 4/30/2014	Last option
Grounds Maintenance at Brooks Landfill, Chapin LFG Collection, and John's Sludge Pond	4/30/2016	D&R Mowing Services, L.L.C.	Public Works & Utilities	5/7/2013 - 4/30/2014	2 - 1 year options
Hydrogen Peroxide (Bulk Delivery)	4/30/2016	Brenntag Southwest, Inc.	Public Works & Utilities	5/6/2014 - 4/30/2015	1 - 1 year option
Janitorial Services for Greenway Manor, McLean Manor, Rosa Gragg Clubhouse and Bernice Hutcherson Clubhouse	4/30/2016	Stephens Industries Inc dba Air Capital Building Maintenance Company	Housing & Community Services	5/1/2014 - 4/30/2015	1 - 1 year option
Legal Services Related to City's Police Claims	4/14/2016	Fisher, Patterson, Sayler & Smith LLP	Law	4/15/2013 - 4/14/2014	1 - 1 year option
Liquid Chlorine (Bulk Delivery)	4/30/2016	Brenntag Southwest, Inc.	Public Works & Utilities	5/1/2013 - 4/30/2014	Last option
Mow, Edge, Trim & Maintenance at Cowtown Museum	4/30/2016	Landscapes, Inc.	City Manager	5/1/2013 - 4/30/2014	Last option
Mowing, Trimming and Maintenance of Cemeteries	4/30/2016	Dragonfly Lawn & Tree Care, LLC	Park & Recreation	10/2/2014 - 4/30/2015	Last option
Paint - Airfield Traffic Line	4/30/2016	Ennis Paint, Inc.	Airport	5/1/2014 - 4/30/2015	1 - 1 year option
Paper - Shredding Security	4/30/2016	Shred-It US JV LLC DBA Shred-it USA LLC	Various	8/1/2009 - 3/31/2010	Annual basis
Police Cycling Helmets & Gloves	4/30/2016	MJS Enterprises, Inc. dba Bicycle X-Change	Police	5/1/2003 - 4/30/2004	Annual basis
Pool Chemicals	4/30/2015	Leslie's Poolmart, Inc. dba Leslie's Swimming Pool Supplies	Park & Recreation	5/1/2014 - 4/30/2015	2- 1 year options
Security Services - Downtown Transit Center	4/30/2016	Universal Protection Service, LLC	Wichita Transit	5/1/2013 - 4/30/2014	Last option
Trash Containers and Collection Services - Various	4/30/2016	Waste Connections of Kansas, Inc.	Various	5/7/2013 - 4/30/2014	Last option
Valley Center Solids Handling Agreement with City of Wichita	4/30/2016	City of Valley Center	Public Works & Utilities	5/1/2014 - 4/30/2015	1 - 1 year option

PROFESSIONAL CONTRACTS UNDER $50,000
APRIL 2015

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Professional Engineering Consultants	PO540342	Engineering Consulting	33,700.00		
Young & Associates, P.A.	PO 540341	Engineering Consulting	2, 747.50		
MKEC Engineering Inc	PO540339	Engineering Consulting	$6,250.00		
MKEC Engineering Inc	PO540340	Engineering Consulting	$7,400.00		
Baughman Co.	PO540343	Engineering Consulting	13,780.00		

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

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Unify Inc.	DP540268	Software Maintenance/Support	$81,799.60		
Unify Inc.	DP540269	Software Maintenance/Support	$126,775.43		

REVISED: 05-08-2015

Agenda Item No. II-9

City of Wichita
City Council Meeting
May 12, 2015

TO: Mayor and City Council

SUBJECT: Correcting Resolution for Paving Emerald Bay Estates 2nd Addition (District ~~II~~ ***VI***)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Adopt the correcting resolution.

Background: On October 21, 2014, the City Council adopted Resolution No. 14-312 for paving in Emerald Bay Estates 2nd Addition. A review of the resolution revealed a typographical error which requires correction.

Analysis: Resolution 14-312 contained a typographical error regarding the fractional allocation of the costs of the improvements to the following properties in the benefit district: Emerald Bay Estates 2nd Addition, Lots 31 through 38, Block 1; Lots 6 through 13, Block 2; stating that each lot would pay 04/108 of the total cost of the improvement district. A correcting resolution has been prepared properly reflecting the fractional amount as 01/108 of the total cost of the improvement district for Lots 31 through 38, Block 1; Lots 6 through 13, Block 2.

Financial Considerations: The project budget remains $460,000 and is funded by special assessments.

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

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

Attachment: Correcting resolution

First Published in the Wichita Eagle on May 15, 2015

RESOLUTION NO. 15-126

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING 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 (NORTH OF 21ST STREET NORTH, WEST OF WEST STREET) 472-85171** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by Resolution No. 14-312 of the City authorized certain internal improvements (the "Improvements"); and

WHEREAS, Resolution No. 14-312, as adopted, contained a typographical error regarding the fractional allocation of the costs of the Improvements to the following properties in the improvement district created therein:

EMERALD BAY ESTATES 2ND ADDITION
Lots 31 through 38, Block 1
Lots 6 through 13, Block 2

; and

WHEREAS, the Governing Body finds it necessary to adopt this correcting resolution and provide for the correct allocation of the costs of the Improvements; and

WHEREAS, Resolution No. 14-312 is hereby corrected and restated and as follows.
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **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 (NORTH OF 21ST STREET NORTH, WEST OF WEST STREET) 472-85171** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 14-157** adopted on **June 10, 2014** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct 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 (north of 21st Street North, west of West Street) 472-85171.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

JLN\600809.70387\Correcting Resolution - SA Project No. 490332

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Four Hundred Sixty Thousand Dollars ($460,000)** exclusive of interest on financing and administrative and financing costs, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2014**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

EMERALD BAY ESTATES 2ND ADDITION
Lots 31 through 56, Block 1
Lots 1 through 13, Block 2

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the following lots and tracts in Emerald Bay Estates 2nd Addition, Wichita, Sedgwick County, Kansas shall each pay 4/108 of the total cost of the improvement district:

EMERALD BAY ESTATES 2ND ADDITION
Lots 39 through 56, Block 1
Lots 1 through 5, Block 2

That the following lots and tracts in Emerald Bay Estates 2nd Addition, Wichita, Sedgwick County, Kansas shall each pay 1/108 of the total cost of the improvement district:

EMERALD BAY ESTATES 2ND ADDITION
Lots 31 through 38, Block 1
Lots 6 through 13, Block 2

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 12th day of May, 2015.

_____
JEFF LONGWELL, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
JENNIFER MAGANA
DIRECTOR OF LAW AND CITY ATTORNEY

JLN\600809.70387\Correcting Resolution - SA Project No. 490332

City of Wichita
City Council Meeting
May 12, 2015

TO: Mayor and City Council

SUBJECT: Abatement of Dangerous and Unsafe Structures (Districts I, 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 22, 2015. 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 2015 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

PIN #	Geo Code#	Location		Amount	District #
00102152	A 02698	2111 N Waco	Demolition	$4,400.00	VI
			Sealing the Sewer	$420.00	VI
			Total	$4,820.00	
00106731	A 06442	1352 S Water	board up	$86.66	III
00121769	B 03053	1207 E 9th St N	board up	$193.88	I
00124708	B 05526	1900 S Washington Ave	board up	$146.70	III
00125164	B 05913	1749 S Topeka Ave	board up	$75.88	III
00126132	B 06610	212 S Greenwood Ave	board up	$211.03	I
00126786	B 07215	715 S Laura Ave	board up	$92.38	I
00126975	B 07383-2	1142 S Ellis Ave	board up	$172.48	I
00134670	C 00135	2015 E Central Ave	board up	$342.75	I
00159446	C 13713	902 N Oliver Ave	board up	$209.39	I
00161439	C 15878	1627 N Belmont Ave	board up	$148.49	I
00162217	C 16503-4	4806 E Kensington St	board up	$96.73	I
00163093	C 17321	3306 E Grandview Ter	board up	$167.34	III
00188976	C 42729	1645 S White Cliff St	board up	$122.56	III
00200059	D 01148	830 S Richmond Ave	board up	$75.77	IV
00201041	D 02033	924 W Dayton Ave	board up	$113.12	IV
00230851	D 29799	4127 W Pine St	board up	$141.57	VI
00244431	D 41678	306 S Maple Ln	board up	$478.11	IV
00506025	C 36930-1	3145 S Pinecrest Ave	board up	$323.10	III
			Total	$3,197.94	

230200 **6 Affidavits**
6733 A854441515

Published in the Wichita Eagle on **May 22, 2015**

ORDINANCE NO**. 50-013**

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:

Legal of Parcel in Benefit District	**Assessment**
S 12 FT LOT 33-ALL LOT 35 & N 13 FTLOT 37 WACO AVE. BROOKS & OLDHAMS ADD.	$4,820.00

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 **2015** 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 **19th day of May, 2015**.

_____
Jeff Longwell, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

(SEAL)

Approved as to form

_____

Jennifer Magana
Director of Law

Published in the Wichita Eagle on **May 22, 2015**

ORDINANCE NO**. 50-014**

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 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 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:

Legal of Parcel in Benefit District	**Assessment**
LOTS 94-96 & N 4.07 FT LOT 98 WATER ST. FEGTLY'S ADD.	$86.66
LOTS 2-4 MOORE'S 2ND. ADD.	$193.88
LOTS 146-148 WASHINGTON AVE FOREST PARK ADD.	$146.70
LOTS 21-23 & N 1/2 LOT 25 BLOCK 3 WILSON'S ADD.	$75.88
S 10 FT LOT 42-ALL LOTS 44-46 FANNIE AVE. HYDE'S ADD.	$211.03
LOTS 6-8 LAURA AVE. WOLLMAN'S ADD.	$92.38
LOT 16 ELLIS AVE. AMIDON'S ADD.	$172.48
E 50.4 FT N 100 FT W 1/2 LOT 1 BUTLER & FISHER'S OUT-LOTS	$342.75
LOT 6 BLOCK 1 EAST HIGHLAND NORTH ADD.	$209.39
LOT 1 BLOCK R UNIVERSITY PARK ADD.	$148.49
W 1 FT LOT 51 - ALL LOTS 52-53 & E 2 FT LOT 54 BLOCK 24 UNIVERSITY HEIGHTS ADD.	$96.73
LOT 5 & W 35 FT LOT 6 BARTLETT PLAZA ADD.	$167.34
LOT 7 BLOCK 6 OAK KNOLL 2ND. ADD.	$122.56
LOTS 410-412 PHILLIPS NOW RICHMOND AVE. MARTINSON'S 5TH. ADD.	$75.77
LOTS 41-43 DAYTON AVE GLENDALE ADD.	$113.12
LOT 4 SUTHERLAND THIRD ADD.	$141.57
LOT 2 BLOCK A MAPLE LANE 3RD. ADD.	$478.11
BEG AT NE COR LOT 8 S 54.86 FT W 36.03 FT NWLY 10 FT SWLY 2.30 FT NWLY 6.30 FT NELY 2.30 FT NWLY 10.10 FT NELY 18 FT NWLY 4.30 FT NELY .80 FT NWLY 6.60 FT NELY 2.30 FT NWLY 4.70 FT SWLY 2.30 FT NWLY 10.80 FT W 27.50 FT TO W LI N 23.53 FT TO NW COR LOT 8 E 110 FT TO BEG BLOCK 1 WASHINGTON HEIGHTS 4TH ADD	$323.10

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 **2015** 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 **19th day of May, 2015**.

_____

Jeff Longwell, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

(SEAL)

Approved as to form

_____

Jennifer Magana,
Director of Law

Agenda Item No. II-11

City of Wichita
City Council Meeting
May 12, 2015

TO: Mayor and City Council

SUBJECT: Amendment of Contract for Labor Negotiation Consultant Legal Services

INITIATED BY: Department of Law/Human Resources

AGENDA: Consent

Recommendation: Approve the contract for the City's Labor Negotiation Consultant.

Background: In 2006, the City entered into a contract with the McAnany, Van Cleave and Phillips law firm to serve as the City's Labor Negotiation Consultant. The City of Wichita employs approximately 3,100 employees and has five collective bargaining agreements with four representative employee groups: IAFF, FOP, SEIU and Teamsters. The consultant is currently representing the City in matters filed by the FOP and IAFF which are pending before the Public Employees Relation Board (PERB). Additional funding is necessary to complete representation of the City in these legal matters. Once these matters are concluded, it is anticipated that labor negotiations and PERB matters will be handled by Law Department staff. If additional outside legal services are required, a new Request for Proposal will be issued at that time.

Analysis: The law firm acts as a consultant and advisor on an "as needed" basis and provides professional services to the City in connection with the negotiation of labor contracts and representation of matters before the Public Employees Relation Board. Based on the high quality services provided by the law firm and the continuing nature of the negotiations and pending legal matters, it is recommended that the firm be retained for the completion of all matters with which it is involved. The current firm has not increased its rates or fees charged since the contract was entered into in 2006.

Financial Considerations: The contract amendment is for an additional amount not to exceed $40,000. The hourly rate and expense items for the legal consultation services are the same as the original contract. A short term delay in filling a Law Department budgeted position is being used to generate the savings to fund this contract. The Finance Department is authorized to make any necessary budget adjustments.

Legal Considerations: The Law Department drafted the contract and has approved it as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract, authorize the Mayor to sign and approve any necessary budget adjustments.

Attachment: Contract.

EIGHTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

By and Between

THE CITY OF WICHITA, KANSAS
and
ATTORNEYS
McANANY, VAN CLEAVE & PHILLIPS

THIS AGREEMENT made and entered into on this _____ day of April, 2015, is an amendment to the Agreement originally executed on July 11, 2006, hereinafter (the "Initial Agreement"), and subsequently amended on February 13, 2007, April 9, 2007, December 1, 2009, May 25, 2010, December 28, 2010, April, 2013 and March 2014, by and between the City of Wichita, Kansas (hereinafter the "City") and McAnany, Van Cleave & Phillips (hereinafter the "Attorneys").

WITNESSETH:

WHEREAS, pursuant to the Initial Agreement, the Attorneys were retained by the City to provide legal services in connection with negotiations and matters related to labor relations;

WHEREAS, the initial amount authorized as compensation for the Attorneys in the Initial Agreement was for a sum not to exceed $75,000.00, and the subsequent agreements provided for additional expenditures of $239,000.00; and

WHEREAS, it has become necessary to amend the Initial Agreement to permit additional expenditures of an amount not to exceed $40,000.00 for negotiations related to labor relations and legal services for matters pending before the Kansas Public Employees Relation Board (PERB).

NOW THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. Paragraph 7 of the Initial Agreement is hereby modified and amended to read as follows:

   In no event shall the total compensation, including fees and expenses, pursuant to this Agreement exceed the sum of Three Hundred Fifty-Four Thousand and Dollars ($354,000.00), unless specifically authorized by the City Council of the City of Wichita, Kansas.

2. In all other respects, the terms and provisions of the Initial Agreement, as amended, between the parties hereto shall remain in force and effect as the same were originally approved by the parties in the Initial Agreement.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

THE CITY OF WICHITA, KANSAS

By _____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer L. Magana, City Attorney & Director of Law

McANANY, VAN CLEAVE & PHILLIPS, P.A.

By _____
Fred Greenbaum

{65F1055.DOCX; 1}

City of Wichita
City Council Meeting
May 12, 2015

TO: Mayor and City Council

SUBJECT: Grant of Right-of-Way across City-Owned Property near Maple and Elder Streets (Districts IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the grant of right-of-way.

Background: As part of the project to improve the Kellogg-I-235 interchange, Westar, also known as Kansas Gas and Electric (KG&E), is relocating a transmission line located immediately east of I-235 to a new corridor outside the construction area. The new corridor crosses three City-owned parcels. One is located at the northeast corner of Maple and Elder, one is located between Kellogg and Irving at approximately Young and one is south of Walker between Sabin and Anna. Right-of-way was granted across these parcels in September 2014. As plans were finalized, it was discovered that some other parcels in the vicinity of Elder and Maple were also impacted. The impacted parcels are undeveloped.

Analysis: The easements are approximately 50 feet wide and impact a total of 12,658 square feet. The impacted parcels are remnants of right of way and not developable so the easement does not impact the future marketability. If any future public use requires the relocation of the lines, KG&E will relocate the lines at its own cost. The easement areas were valued based on estimated fee simple values of similar property in the area at $1 per square foot for a total value of $12,658. KG&E has agreed to pay this amount.

Financial Considerations: The City shall receive $12,658 less closing expenses for the grant of right-of-way.

Legal Considerations: The Law Department has reviewed and approved the grant of right-of-way agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the grant of right-of-way and authorize all necessary signatures.

Attachments: Grant of right-of-way and tract maps.

GRANT OF RIGHT OF WAY

For and in consideration of the sum of One Dollar ($l.00) and other valuable consideration, the receipt of which is hereby acknowledged, the City of Wichita, Kansas, hereinafter referred to as Grantor, does hereby grant, convey and warrant unto KANSAS GAS AND ELECTRIC COMPANY, (Grantee), its successors, assigns, and lessees the right and easement to erect, install, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, replace, relocate, and remove electric and communication transmission and distribution lines, the wood and steel poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables, and other equipment appurtenant thereto for the transmission and distribution of electric energy and communications (the "Work") in, along, under, across, and over certain lands owned by Grantor situated in Sedgwick County, State of KANSAS, and described as follows:

SEE EXHIBITS SG-068A, SG-068A1 and SG-068A2 attached hereto and made a part hereof.

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's lines which shall be located upon the land specifically described above.

Grantee shall have the further rights to erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines together with the right to trim, remove, eradicate, cut and clear away any trees, limbs and brush on above described land now or at any future time. Grantee shall have the further right to trim and clear away any trees, limbs, and brush on lands adjacent to above described right of way whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines subject to the approval of the Grantor. Grantee shall at its election have the right to remove said trees, limbs, and brush. All logs, limbs and brush shall be burned or removed by the Grantee unless otherwise agreed to by Grantor. In exercising its right of ingress and egress the Grantee shall, whenever

practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

All materials and construction methods used on Work shall be equal to or better than that required by the “Westar Transmission Line Construction Specification Manual”, current edition. Grantee agrees that highway traffic will be free of interference unless specifically provided for as part of this Grant of Right of Way. Traffic protection shall be in accordance with the "Manual on Uniform Traffic Control Devices", current edition.

GRANTEE AGREES TO NOTIFY THE CITY AT LEAST 24 HOURS BEFORE THE WORK IS INITIATED AND AGAIN WITHIN FIVE (5) DAYS OF WHEN THE WORK IS COMPLETED. The Work hereunder shall be performed to the satisfaction of the City of Wichita. Grantee will at all times comply with and abide by all rules, notices and regulations of the City of Wichita.

Grantee hereby assumes all risk for liability and damages that may occur to persons or property on account of the Work; and Grantee does hereby indemnify and hold the Grantor harmless from any and all costs, liabilities, expenses, suits, judgments or damages to persons or property or claims of any nature whatsoever (including reasonable attorneys' fees) arising out of or in connection with the Work and with Grantee’s occupation of the right-of-way hereunder. Grantee shall procure and maintain liability insurance to protect the public from injuries occurring as a result of the Work and to protect the Grantor from all liability and damages on account of injuries to workers, as provided by law, and to protect the City from all liability and damages occasioned by the Work. Grantee agrees, to file with the City of Wichita, prior to commencement of any work, a "Certificate of Insurance" or other satisfactory evidence to show that Grantee carries Worker's Compensation Insurance, Employer's Liability Insurance, Commercial general liability and/or excess liability, and Commercial Automobile Liability covering Owned, Non-owned and Hired vehicles as recognized by the Commissioner of Insurance of the State of Kansas. All insurance coverage is to be a minimum of $500,000.00.

This easement is granted by Grantor subject to the following condition and covenant:

At any time in the future, should any public entity require the real property subject to the easement herein granted for any public purpose, the Grantee shall promptly remove and or relocate its facilities at the request of said public entity. Any such relocation and or removal shall be at the sole cost and expense of the Grantee. Furthermore, said public entity shall not be required to provide any substitute real property or easements to accommodate the removal and or relocation of Grantee’s facilities.

The Grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed or placed on the said right of way without the prior written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the erection, installation, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said lines, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor this _____ day of _____, 2015.

City of Wichita
By Direction of the City Council

By:_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

This instrument was acknowledged, before me this_____Day of_____, 2015, by Jeff Longwell, Mayor and Karen Sublett, City Clerk, of the City of Wichita.

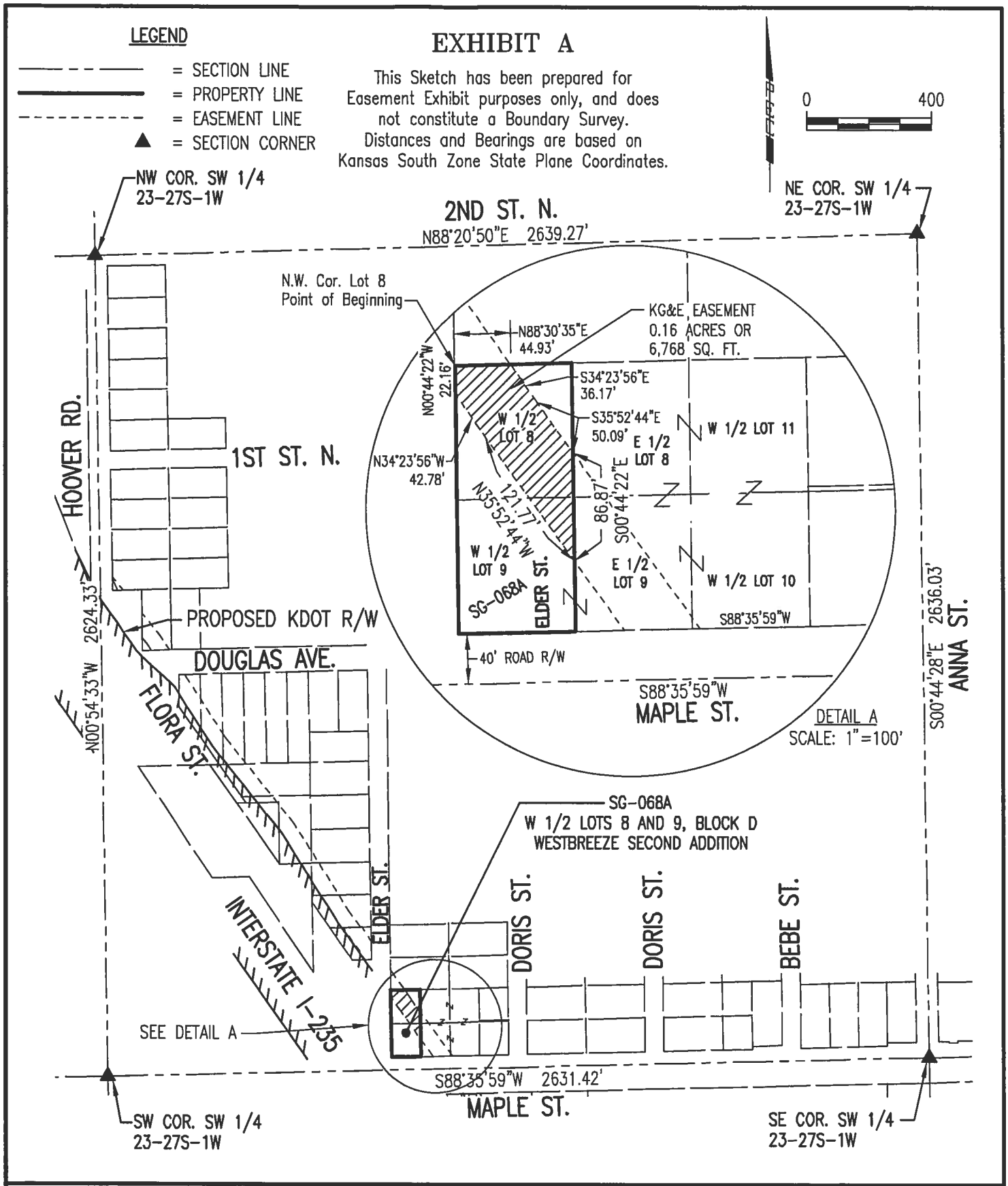
_____
Notary Public

SEAL

My Appointment Expires:_____

APPROVED AS TO FORM:

_____
Sharon Dickgrafe, Interim Director of Law



PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com

138.06
HOOVER TO INTERSTATE I-235
TRANSMISSION LINE

Westar Energy.

COUNTY	OWNER	TRACT. NO.	PROJ. NO. 12-267
SEDGWICK	CITY OF WICHITA	SG-068A	DATE: MAR. 12, 2015

EXHIBIT A

March 12, 2015

KANSAS GAS AND ELECTRIC COMPANY
138.06 HOOVER TO INTERSTATE I-235
TRANSMISSION LINE
TRACT SG-068A
OWNER: CITY OF WICHITA

EASEMENT DESCRIPTION

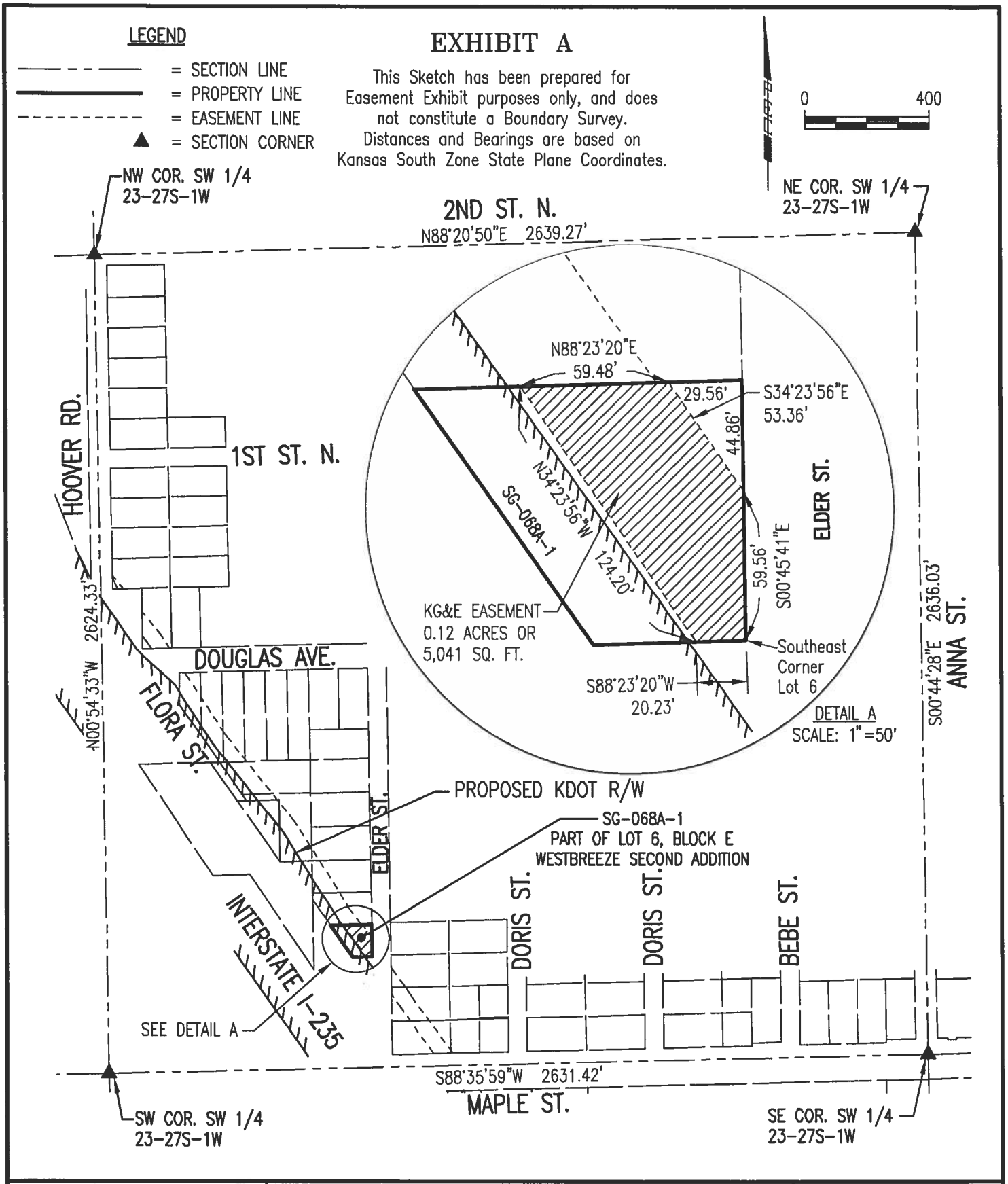
A tract of land in the Southwest Quarter of Section 23, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, being a portion of the West Half of Lot 8 and Lot 9, Block D, Westbreeze Second Addition, Wichita, Sedgwick County, Kansas described as:

Beginning at the Northwest corner of the West Half of Lot 8, Block D, Westbreeze Second Addition, Wichita, Sedgwick County, Kansas; thence bearing North 88°30'35' East along the north line of said Lot 8 a distance of 44.93 feet; thence bearing South 34°23'56" East a distance of 36.17 feet; thence bearing South 35°52'44" East a distance of 50.09 feet to the East line of the West Half of said Lots 8 and 9; thence bearing South along said East line of Lot 8 and Lot 9 a distance of 86.87 feet; thence bearing North 35°52'44" West a distance of 121.77 feet; thence bearing North 34°23'56" West a distance of 42.78 feet to the West line of the West half of said Lot 8 and Lot 9; thence bearing North 00°44'22" West along said West line a distance of 22.16 feet to the Point of Beginning.

Encompassing 0.16 acres more or less (6,768 square feet more or less).

CHARLES W. BROOKSHER
LICENSED
3/12/15
LS-1281
KANSAS
LAND SURVEYOR

Prepared by: Charles W. Brooksher P.S. #1281
PEC Project No. 14200-050



PEC PROFESSIONAL ENGINEERING CONSULTANTS, P.A. 303 SOUTH TOPEKA WICHITA, KS 67202 316-262-2691 www.pec1.com	138.06 HOOVER TO INTERSTATE I-235 TRANSMISSION LINE			Westar Energy.
	COUNTY	OWNER	TRACT. NO.	PROJ. NO. 12-267
	SEDGWICK	CITY OF WICHITA	SG-068A-1	DATE: FEB. 24, 2015

EXHIBIT A

February 24, 2015

KANSAS GAS AND ELECTRIC COMPANY
138.06 HOOVER TO INTERSTATE I-235
TRANSMISSION LINE
TRACT SG-068A-1
OWNER: CITY OF WICHITA

EASEMENT DESCRIPTION

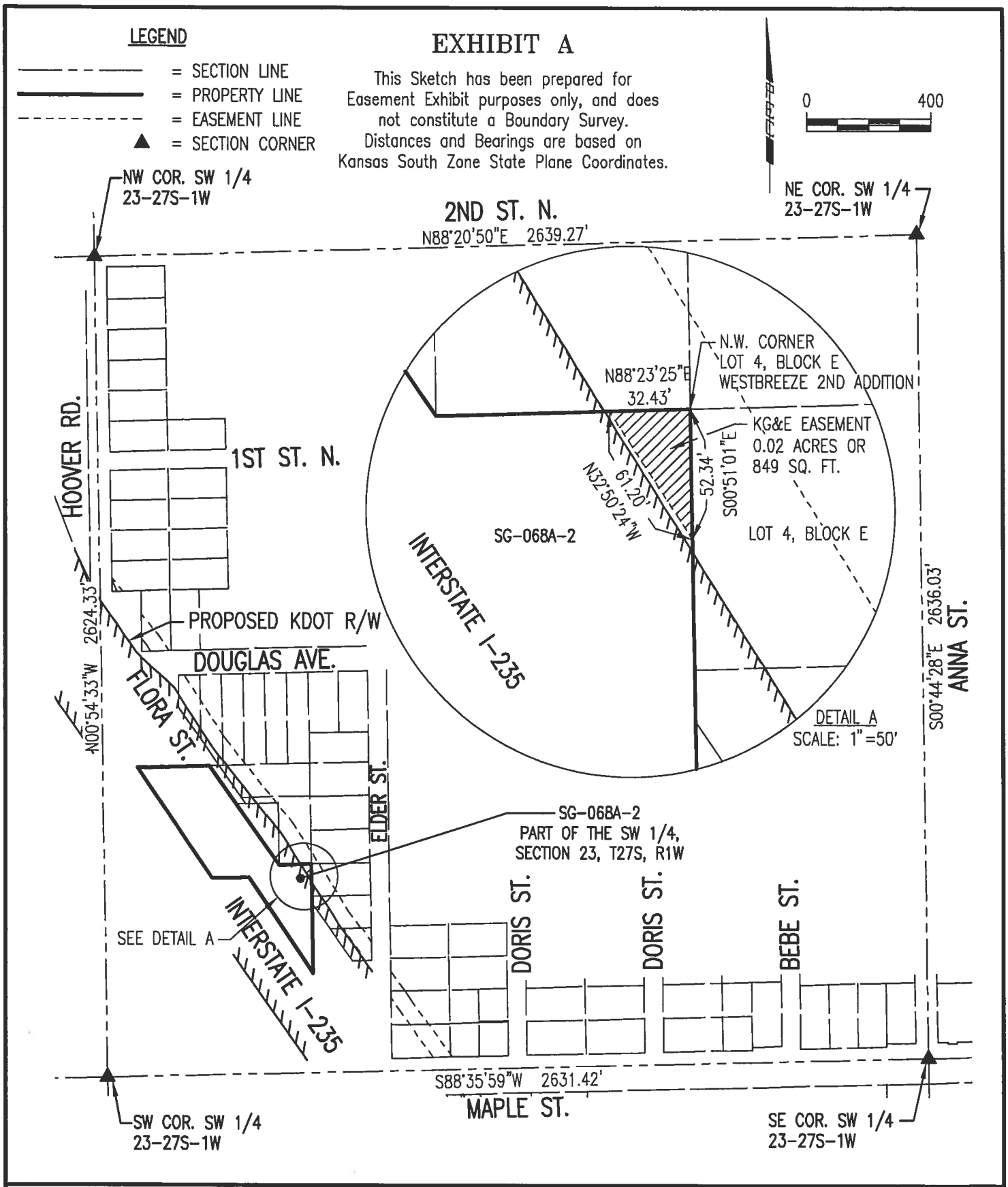
A tract of land in the Southwest Quarter of Section 23, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas described as:

Beginning at the Southeast corner of Lot 6, Block E, Westbreeze Second Addition, Wichita, Sedgwick County, Kansas; thence bearing South 88°23'20" West along the south line of said Lot 6 for a distance of 20.23 feet; thence bearing North 34°23'56" West for a distance of 124.20 feet to the North line of said Lot 6; thence bearing North 88°23'20" East along the North line of said Lot 6 for a distance of 59.48 feet; thence bearing South 34°23'56" East for a distance of 53.36 feet to the East line of said Lot 6; thence bearing South 00°45'41" East along the East line of said Lot 6 for a distance of 59.56 feet to the Point of Beginning.

Encompassing 0.12 acres more or less (5,041 square feet more or less).

CHARLES W. BROOKSHER
LICENSED
2/26/15
LS-1281
KANSAS
LAND SURVEYOR

Prepared by: Charles W. Brooksher P.S.#1281
PEC Project No. 14200-050



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PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com

138.06
HOOVER TO INTERSTATE I-235
TRANSMISSION LINE

Westar Energy.

COUNTY	OWNER	TRACT. NO.	PROJ. NO. 12-267
SEDGWICK	CITY OF WICHITA	SG-068A-2	DATE: FEB. 24, 2015

EXHIBIT A

February 24, 2015

KANSAS GAS AND ELECTRIC COMPANY
138.06 HOOVER TO INTERSTATE I-235
TRANSMISSION LINE
TRACT SG-068A-2
OWNER: CITY OF WICHITA

EASEMENT DESCRIPTION

A tract of land in the Southwest Quarter of Section 23, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas described as:

Beginning at the Northwest corner of Lot 4, Block E, Westbreeze Second Addition, Wichita, Sedgwick County, Kansas; thence bearing South 00°51'01" East along the West line of said Lot 4 for a distance of 52.34 feet; thence bearing North 32°50'24" West for a distance of 61.20 feet to the South line of Lot 3, Mosleys 3rd Addition to Wichita, Kansas; thence North 88°23'25" East along the South line of said Lot 3 for a distance of 32.43 feet to the Point of Beginning.

Encompassing 0.02 acres more or less (849 square feet more or less).

CHARLES W. BROOKSHER
LICENSED
2/26/15
LS-1281
KANSAS
LAND SURVEYOR

Prepared by: Charles W. Brooksher P.S.#1281
PEC Project No. 14200-050

Agenda Item No. II-13

City of Wichita
City Council Meeting
May 12, 2015

TO: Mayor and City Council

SUBJECT: Partial Redemption of Industrial Revenue Bonds (Greater Wichita YMCA) (District VI)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the resolution authorizing the call for redemption.

Background: On April 12, 2011, the City Council approved the issuance of Industrial Revenue Bonds (IRBs) to the Greater Wichita YMCA for an amount not to exceed $23,000,000. The bond proceeds were used to construct, and equip a new Central Branch facility to replace the facility located at 402 North Market in downtown Wichita. The YMCA is requesting City Council approval of an early call of a portion of the bonds.

Analysis: Section 302 of the Bond Indenture provides that the Issuer may elect to redeem Bonds subject to optional redemption upon receipt of a written request of the YMCA. The YMCA gave written notice on March 9, 2015 to the Trustee directing the Trustee to call the Bonds. The City also received notice from the YMCA of a request to call a portion of the bonds and of the company's intention to redeem $3,000,000 on June 30, 2015. The YMCA has redeemed $14,250,000 of the outstanding bond balance prior to this request.

The Greater Wichita YMCA has received cash donations, which will be used to redeem a portion of the principal balance of the bonds. The early redemption of the bonds was anticipated at the time of issuance and will allow the YMCA to consider funding new projects.

Financial Considerations: There is no financial impact to the City resulting from the proposed redemption. The Greater Wichita YMCA agrees to continue to pay the City's $2,500 annual IRB administrative fee for the term of the bonds.

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

Recommendations/Actions: It is recommended that the City Council adopt the resolution authorizing an early redemption of a portion of the Series I 2011 Bonds.

Attachment: Resolution

RESOLUTION NO. 15-127

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, TO CALL A PORTION OF CERTAIN INDUSTRIAL REVENUE BONDS, SERIES I, 2011 (THE GREATER WICHITA YMCA PROJECT).

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City" or "Issuer") heretofore passed Ordinance No. 48-981 of the City of Wichita, Kansas, authorizing the issuance of its Industrial Revenue Bonds, Series I, 2011 (Greater Wichita YMCA Project), and the execution of a certain Trust Indenture (the "Indenture"), dated as of April 1, 2011, in connection therewith; and,

WHEREAS, The Greater Wichita YMCA has requested the City of Wichita to approve a call for early redemption of $3,000,000 principal amount of the Series I, 2011 Bonds, for payment on June 30, 2015, pursuant to Section 302 of the Bond Indenture; and,

WHEREAS, the funds for the redemption will be provided by cash from The Young Men's Christian Association of Wichita; and,

WHEREAS, The Greater Wichita YMCA has given notice to the Bank and provided redemption instructions to the Bond Trustee, by letter of March 9, 2015; and,

WHEREAS, because the Series I, 2011 Bonds are special obligations of the City of Wichita, the terms of the Indenture require the City's consent in order for the call to proceed as scheduled.

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

Section 1. The City hereby consents to the proposed call and redemption, and ratifies the March 9, 2015 notice to the Bank and instructions to the Bond Trustee issued by The Greater Wichita YMCA, calling for the early redemption and payment of $3,000,000 in principal amount of the Series I, 2011 Bonds on June 30, 2015.

Section 2. Any and all fees and expenses in connection with the redemption of the Bonds will be provided from the Young Men's Christian Association of Wichita. Nothing herein contained shall obligate the City in any manner in connection with the cost of the redemption of the Bonds.

Section 3. The Mayor and City Clerk are hereby authorized and directed to take such further actions not inconsistent herewith as may be necessary to carry out the purposes contemplated by this Resolution.

Section 4. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City of Wichita, Kansas.

ADOPTED by the governing body of the City of Wichita, Kansas, this May 12th, 2015, 2015.

CITY OF WICHITA, KANSAS

By_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

_____
Jennifer Magana, Director of Law

Second Reading Ordinances for May 12, 2015 (first read on May 5th, 2015)

A. <u>PUBLIC HEARING AND TAX EXEMPTION RESQUEST , R & R HOLDINGS, INC.</u> (DISTRICT IV)

ORDINANCE NO. 50-010

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF R & R HOLDINGS, INC./R & R AEROSPACE SO EXEMPTED.

B. <u>PUBLIC HEARING ON PROPOSED ASSESSMENTS FOR ELEVEN (11) PAVING PROJECTS, FIVE (5) WATER PROJECTS, SIX (6) SEWER PROJECTS, AND ONE (1) STORM SEWER PROJECT IN THE SEPTEMBER, 2015 BOND SALE SERIES 816.</u> (DISTRICTS II, IV, V, AND VI)

(470-175/448-89987)

ORDINANCE NO. 49-986

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 No. 448-89987, TO SERVE LIBERTY PARK 3RD ADDITION, (South of 13th St. North, East of 135th St. West).

(470-157/448-90576)

ORDINANCE NO. 49-987

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 No. 448-90576, TO SERVE BELLECHASE THIRD ADDITION, (North of Harry, East of 127th St. East).

(470-169/448-90590)

ORDINANCE NO. 49-988

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 No. 448-90590, TO SERVE ABSOLUTE NATURAL STONE, (South of Kellogg, West of 127th St. East).

(470-176/448-90620)

ORDINANCE NO. 49-989

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 No. 448-90620, TO SERVE CLEAR CREEK ADDITION, (South of Kellogg, West of 143rd St. East).

(470-181/448-90633)

ORDINANCE NO. 49-990

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 No. 448-90633, TO SERVE EMERALD BAY ESTATES 2ND ADDITION, (North of 21st St. North, West of West St.).

(480-055/468-83853)

ORDINANCE NO. 49-991

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 15, NORTHWEST INTERCEPTOR SEWER To Serve Liberty Park 3rd Addition, (South of 13th St. North, East of 135th St. West).

(480-017/468-84761)

ORDINANCE NO. 49-992

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 130, SANITARY SEWER No. 23 To Serve Anderson Acres & Leewood Heights 3rd Addition, (East of Meridian, North of 53rd St. North).

(480-038/468-84873)

ORDINANCE NO. 49-993

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 6, MAIN 20; SOUTHWEST INTERCEPTOR SEWER To Serve U-NEEDA Self Storage Addition, (South of 21st St. North, East of Hoover).

(480-050/468-84875)

ORDINANCE NO. 49-994

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 27, MAIN 13, WAR INDUSTRIES SEWER To Serve Absolute Natural Stone Addition, (South of Kellogg, West of 127th St. East).

(480-054/468-84917)

ORDINANCE NO. 49-995

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 SEWER 63, COWSKIN INTERCEPTOR SEWER To Serve the Courtyards at Auburn Hills Addition, (North of Kellogg, West of 135th St. West).

(480-056/468-84923)

ORDINANCE NO. 49-996

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; 440, FOUR MILE CREEK To Serve Clear Creek Addition, (South of Kellogg, West of 143rd St. East).

(485-415/468-84934)

ORDINANCE NO. 49-997

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 SWS No. 676 TO SERVE REMINGTON PLACE ADDITION, (South of 21st St. North, East of Webb).

(490-323/472-84069)

ORDINANCE NO. 49-998

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 FORESTVIEW AND LOST CREEK, (South of 13th St N, East of 135th St W).

(490-322/472-84266)

ORDINANCE NO. 49-999

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 IMPROVING MARBLEFALLS, MANTANE, MARBLEFALLS CT. INCLUDING CUL-DE-SAC & SIDEWALK, (North of 45th Street North, West of Hillside).

(490-326/472-84338)

ORDINANCE NO. 50-001

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 TARA FALLS AND TARA FALLS COURT, (North of Pawnee, West of 127th St E).

(490-319/472-84560)

ORDINANCE NO. 50-002

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 CHERRY CREEK AND CHERRY CREEK COURT, (North of Pawnee, West of 127th St E).

(490-320/472-84948)

ORDINANCE NO. 50-003

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 FAWNWOOD, JAYSON, AND KENNEDY, (East of 151st Street West, North of Maple).

(490-284/472-84981)

ORDINANCE NO. 50-004

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, (East of Greenwich, South of 29th Street North).

(490-331/472-85045)

ORDINANCE NO. 50-005

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 WESTGATE, GREENFIELD, AND GREENFIELD CIRCLE, (South of Pawnee, West of Maize).

(490-307/472-85067)

ORDINANCE NO. 50-006

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 HOOVER COURT; FROM THE WEST LINE OF HOOVER AVE. WEST TO & INCLUDING THE CUL-DE-SAC, (South of Harry, West of Hoover).

(490-308/472-85078)

ORDINANCE NO. 50-007

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 ROCKY CREEK ROAD, BELLCHASE, & BELLCHASE CT., (North of Harry, East of 127th Street East).

(490-321/472-85128)

ORDINANCE NO. 50-008

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 VERONA, VERONA CIRCLE, VERONA COURT, SIENA & SIENA COURT, (North of Kellogg, West of 135th St. West).

(490-283/472-84992)

ORDINANCE NO. 50-009

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 36TH STREET NORTH TO & INCLUDING A TURNAROUND, (North from the East line of Arkansas Avenue East).

Agenda Item No. II-15

City of Wichita
City Council Meeting
May 12, 2015

TO: Mayor and City Council

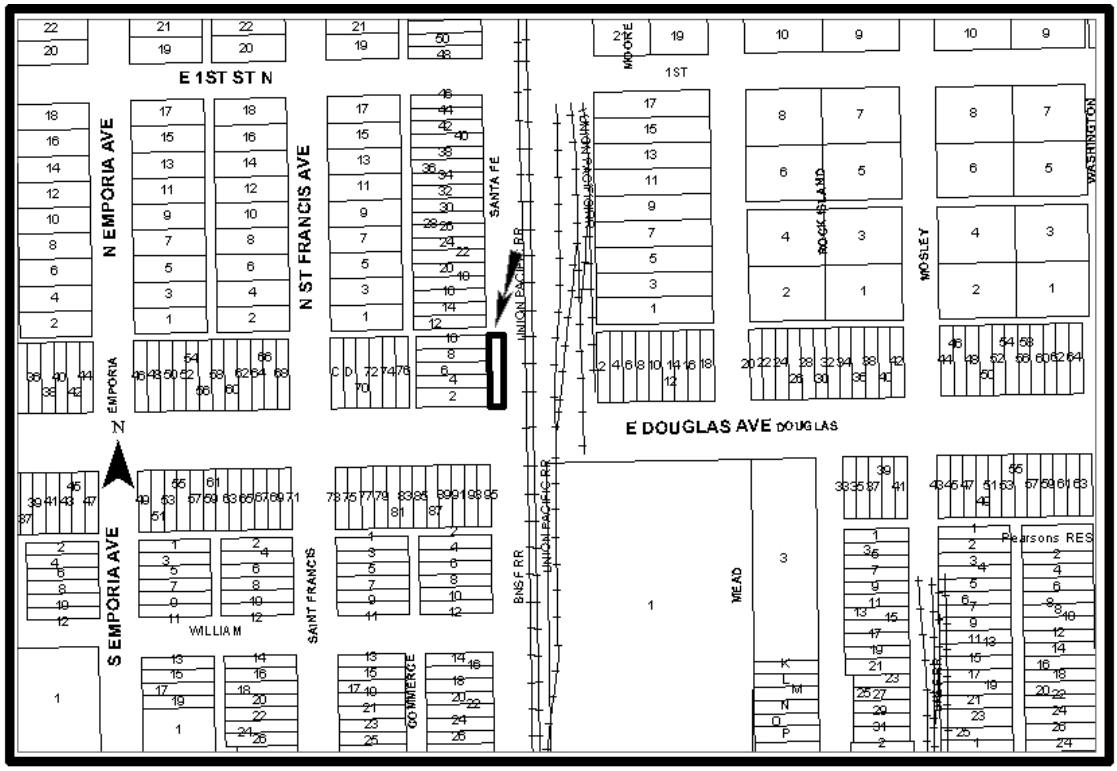
SUBJECT: VAC2014-00051 - Request to Vacate a Portion of Platted Street Right-of-Way on Property Generally Located North of Douglas Avenue and East of St. Francis Avenue (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (9-0).



Background: The applicant proposes the vacation of the west 24.7 feet of the Santa Fe Avenue street right-of-way abutting Lots 2, 4, 6, 8 and 10, JR Meads Addition located on its west side, the Burlington Northern – Santa Fe (BNSF) Railroad easement on its east side, Douglas Avenue on its south side, and a platted 35-foot wide east- west alley on its north side. The described portion of Santa Fe right-of-way is a sand and gravel road with a full curb where it abuts the BNSF Railroad easement on its east side. A raised railroad track is located in the BNSF Railroad easement. This portion of Santa Fe Avenue dead-ends on its south side before its intersection with Douglas Avenue. The 'Project Downtown Master Plan for Wichita' calls for this portion of Santa Fe to be a walking connection between Downtown and Central Avenue. There are power poles, utility meters, and a utility box located in the north end of this portion of Santa Fe abutting and adjacent to the east sides of the subject/applicant's lots. Westar has equipment in Santa Fe that serves the Intrust Arena and has requested that an easement be dedicated to cover that equipment. The JR Meads Addition was recorded with the Register of Deeds September 9, 1870.

Analysis: The Metropolitan Area Planning Commission (MAPC**)** voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: 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, a covenant binding and tying the described vacated portion of Santa Fe to the applicant's property and a temporary public access easement dedicated by separate instrument. The original Vacation Order, the covenant binding and tying the described vacated portion of Santa Fe to the applicant's property and the temporary public access easement dedicated by separate instrument will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

- Vacation Order
- A covenant binding and tying the described vacated portion of Santa Fe to the applicant's property
- A temporary public access easement dedicated by separate instrument

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

IN THE MATTER OF THE VACATION OF A PORTION OF PLATTED PUBLIC STREET RIGHT-OF-WAY	)	
GENERALLY LOCATED NORTH OF DOUGLAS AVENUE AND WEST OF THE BNSF RAILROAD EASEMENT	)	**VAC2014-00051**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 12th day of May, 2015, comes on for hearing the petition for vacation filed by Kindel Investments LLC, c/o John R Kindel (applicant), praying for the vacation of the following described portion of the platted Santa Fe public street right-of-way, to-wit:

The west 24.7 feet of Santa Fe Ave adjacent to Lots 2,4,6,8, and 10 and 5.3 feet on east J.R. Mead's Addition to Wichita, Sedgwick County, Kansas.

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on January 29, 2015, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described portion of the platted public street right-of-way and the public will suffer no loss or inconvenience thereby.

3. A covenant binding and tying the described vacated portion of Santa Fe to the applicant's property and a temporary public access easement dedicated by separate instrument will be filed 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 portion of the platted public street right-of-way should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 12th day of May, 2015, ordered that the above-described portion of the platted public street right-of-way 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:

_____
Sharon Dickgrafe, Interim City Attorney

COVENANT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, Kindel Investments, LLC. is the owner of the following described real estate, to-wit:

> Lots 2,4,6,8, and 10 and 5.3 feet on east J.R. Mead's Addition, to Wichita, Sedgwick County, Kansas.

NOW THERFORE, in consideration of receiving approval from the appropriate government authorities for the vacation (vacation case VAC2014-00051) of that part of the west 24.7 feet of Santa Fe Ave adjacent to Lots 2,4,6,8, and 10 and 5.3 feet on east J.R. Mead's Addition, the undersigned agrees covenants that the aforementioned vacated right-of-way & lots shall be retained, held and bound together.

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.

Date this 23 day of February, 2015

John Kindel, Managing Member, Kindel Investments, LLC

STATE OF KANSAS)
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 23rd day of February, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John Kindel, Managing Member, Kindel Investments, LLC, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of the corporation.

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

Joanne Doris Sunderland
Notary Public

My Commission Expires 11-18-17

Joanne Doris Sunderland
Notary Public - State of Kansas
My Appt. Expires 11-18-17

TEMPORARY PUBLIC ACCESS EASEMENT

This Easement made this _____ day of _____, 2015, by and between Kindel Investments, LLC, parties of the first part and the City of Wichita, party of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual easement for the purpose of constructing, maintaining and repairing a pedestrian path or bike path within a vacated street right-of-way, Wichita, Sedgwick County, Kansas, to-wit:

The south 5.00 feet of the west 24.7 feet of Santa Fe Ave adjacent to Lots 2,4,6,8, and 10 and 5.3 feet on east J.R. Mead's Addition, to Wichita, Sedgwick County, Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purposes of constructing, operating, maintaining and repairing pedestrian path or bike path. The easement will no longer be in effect once the east portion of Santa Fe Avenue can continue through the structural wall to Douglas Avenue.

IN WITNESS WHEREOF, the said first party has signed these presents the day and year first above written.

John Kindel, Managing Member, Kindel Investments, LLC

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 23rd day of February 2015, before me the undersigned, a Notary Public, in and for the County and State aforesaid, came John Kindel, Managing Member, Kindel Investments, LLC personally known to me to the be same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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)

Joanne Davis Swanland
Notary Public - State of Kansas
My Appt. Expires 11-18-17

APPROVED AS TO FORM:

Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

Agenda Item No. II-16

City of Wichita
City Council Meeting
May 12, 2015

TO: Mayor and City Council

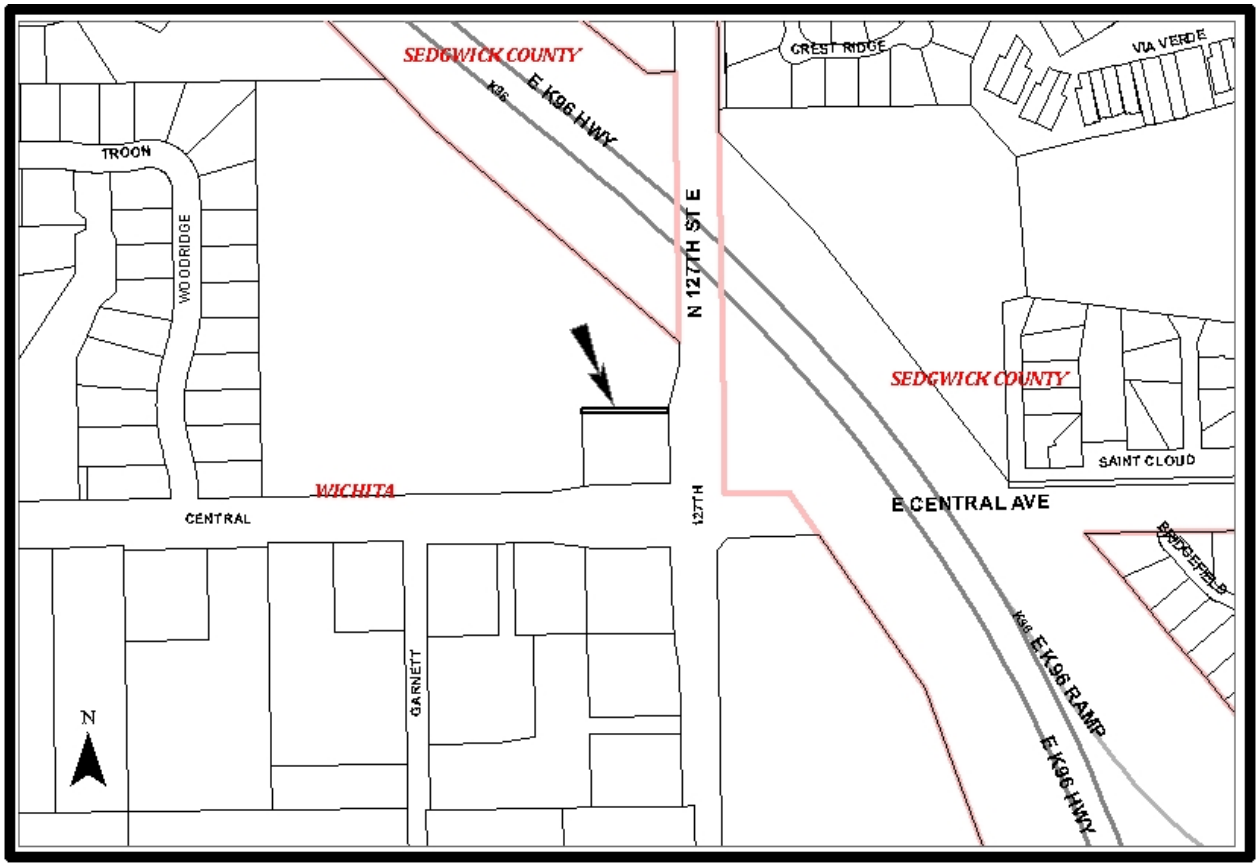
SUBJECT: VAC2015-00001 - Request to Vacate a Platted Utility Easement on Property Located on the Northwest Corner of Central Avenue and 127th Street East (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

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



Background: The applicant proposes to vacate the platted 200-foot (x) 10-foot wide utility easement running parallel to the north property line of Lot 1, Block A, Aria International Addition. There is no recorded public easement on the abutting unplatted north property that runs parallel to the subject easement. The subject easement crosses over a portion of a 50-foot wide pipeline easement dedicated by separate instrument; Cooperative Refinery Association Pipeline Easement, Book Misc. 239, Page 547 and Film 111, Page 953. There are no utilities located within the subject easement. The Aria International Addition was recorded with the Register of Deeds March 19, 1999.

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. No written protests have been filed.

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

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The original Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order 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 ON THE NORTHWEST CORNER OF CENTRAL AVENUE AND 127TH STREET EAST	)	**VAC2015-00001**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 12th day of May, 2015, comes on for hearing the petition for vacation filed by Sunset Holdings, LLC (owner), praying for the vacation of the following described platted utility easements to-wit:

The platted 200-foot (x) 10-foot wide utility easement running parallel to the north property line of Lot 1, Block A, Aria International Addition, 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 January 29, 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 platted utility easement and the public will suffer no loss or inconvenience thereby.

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

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

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

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 12th day of May, 2015, 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:

_____
Sharon Dickgrafe, Interim City Attorney

Agenda Item No. II-17

City of Wichita
City Council Meeting
May 12, 2015

TO: Mayor and City Council

SUBJECT: VAC2015-00003 - Request to Vacate a Portion of Platted Utility Easements on Property Generally Located Northwest of West Street and Kansas Highway-42, on the South Side of West Street Court (District IV)

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 (8-0).

Background: The applicant proposes to vacate the north 273.00 feet of the 10.00 foot utility easement granted along the west line of Lot 5, the Pawnee and West Industrial Park Second Addition, together with the north 273.00 feet of the south 726.00 feet of the 5.00 foot utility easement granted along the east line of Lot 4, Pawnee and West Industrial Park Addition. There are no utilities located in the subject easements. The Pawnee and West Industrial Park Addition was recorded with the Register of Deeds November 18, 1994. The Pawnee and West Industrial Park Second Addition was recorded with the Register of Deeds March 29, 1995.

Analysis: The Metropolitan Area Planning Commission (MAPC**)** voted (11-0-1) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

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

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The original Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order 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 PORTIONS OF PLATTED UTILITY EASEMENTS	)	
GENERALLY LOCATED NORTHWEST OF WEST STREET & K-42 HIGHWAY, ON THE SOUTH SIDE OF WEST STREET COURT	)	**VAC2015-00003**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 12th day of May, 2015, comes on for hearing the petition for vacation filed by Hijos, LLC, c/o Patty Koehler (owner), praying for the vacation of the following described portions of platted utility easements, to-wit:

The north 273.00 feet of the 10.00 foot utility easement granted along the west line of Lot 5 in Pawnee and West Industrial Park Second Addition, Wichita, Sedgwick County, Kansas, TOGETHER with the north 273.00 feet of the south 726.00 feet of the 5.00 foot utility easement granted along the east line of Lot 4, Pawnee and West Industrial Park, 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 February 12, 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 portions of the platted utility easements and the public will suffer no loss or inconvenience thereby.

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

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

5. The vacation of the described portions of the platted utility easements should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 12th day of May, 2015, ordered that the above-described portions of the platted utility easements 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:

_____
Sharon Dickgrafe, Interim City Attorney

Agenda Item No. II-18

City of Wichita
City Council Meeting
May 12, 2015

TO: Mayor and City Council

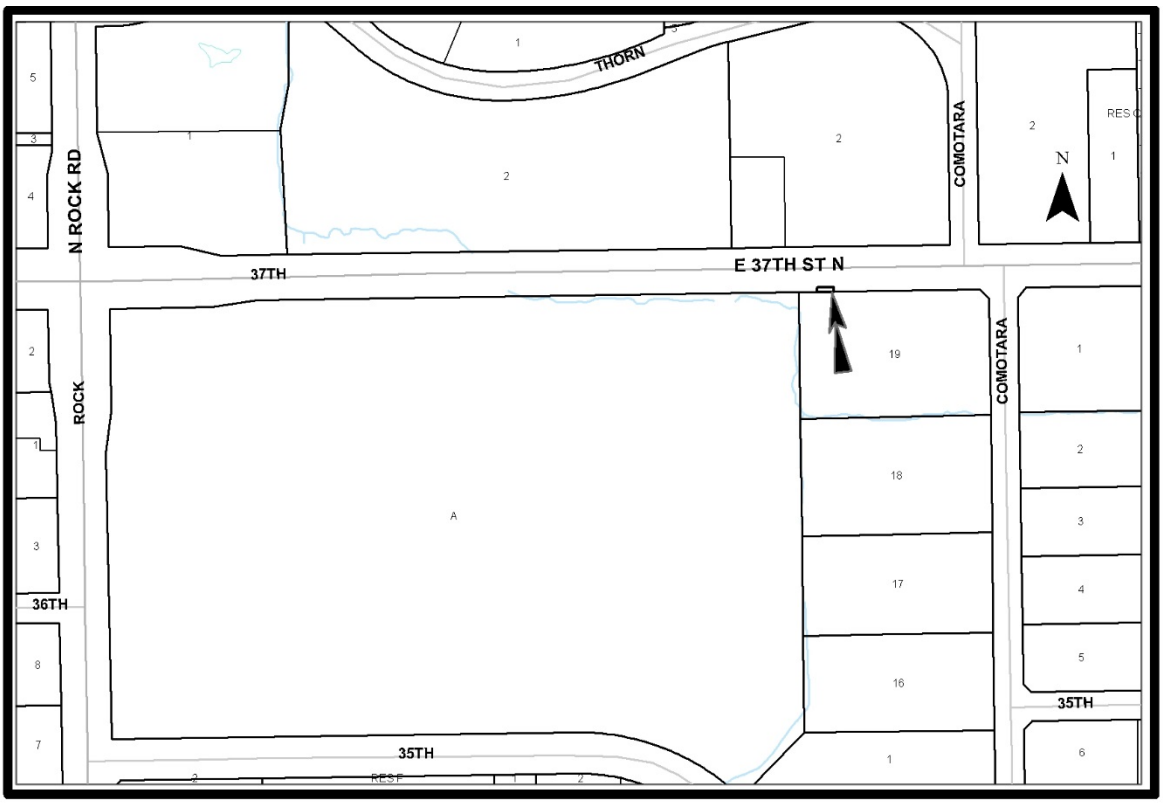
SUBJECT: VAC2015-00006 - Request to Vacate a Portion of Platted Complete Access Control on Property Generally Located East of Rock Road on the Southwest Corner of 37th Street North and Comotara Street (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (8-0).



Background: The applicant proposes to vacate a 40-foot wide portion of the platted complete access control to permit a drive onto 37th Street North off of the east 85 feet of undeveloped Lot 19, Comotara Industrial Park Second Addition. 37th Street North is a paved four-lane arterial at this location. There is no raised median or rollover median along this portion of 37th Street North. The proposed drive would be located approximately 120 feet east of the closest existing drive located north from the site across 37th Street North. The proposed drive would be located approximately 300 feet west of the north side of the 37th Street North – Comotara Street intersection. There are no utilities located in the area of the vacation. The Comotara Industrial Park Second Addition was recorded with the Register of Deeds December 15, 1977.

Analysis: The Metropolitan Area Planning Commission (MAPC**)** voted (8-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

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

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order and a dedication of abutter's rights by separate instrument. The original Vacation Order and the dedication of abutter's rights by separate instrument will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

- Vacation Order
- A dedication of abutter's rights by separate instrument

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

IN THE MATTER OF THE VACATION OF A PORTION OF PLATTED COMPLETE ACCESS CONTROL	)	
GENERALLY LOCATED EAST OF ROCK ROAD, ON THE SOUTHWEST CORNER OF 37TH STREET NORTH & COMOTARA STREET	)	**VAC2015-00006**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 12th day of May, 2015, comes on for hearing the petition for vacation filed by 8626 LLC, c/o David L. Neal (owner/managing member), praying for the vacation of the following described portion of the platted complete access control, to-wit:

The east 40.00 feet of the west 85.08 feet of the north line of Lot 19, Comotara Industrial Park Second Addition to Wichita, Sedgwick County, Kansas.

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on February 26, 2015, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described portion of the platted complete access control and the public will suffer no loss or inconvenience thereby.

3. A dedication of abutter's rights by separate instrument will be filed 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 portion of the platted complete access control should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 12th day of May, 2015, ordered that the above-described portion of the platted complete access control 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:

_____
Sharon Dickgrafe, Interim City Attorney

COPY

DEDICATION OF ABUTTER'S ACCESS RIGHTS

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, 8626, LLC, a Kansas limited liability company, being the owners of the following described real estate in Sedgwick County, Kansas, to wit:

Lot 19, Comotara Industrial Park Second Addition
To Wichita, Sedgwick County, Kansas

do hereby transfer and convey to the City of Wichita, all abutter's rights of access, ingress, and egress to said lot, to or from 37th St. N. over and across the north line of said lot; to have and to hold the same forever; provided, however, that said lot shall have access to 37th St. N. at one point of ingress and egress located over the east 40.00 feet of the west 85.08 feet of the north line of said Lot 19. It being understood that this conveyance is a covenant running with the land and prohibits all subsequent owners thereof and all members of the public from entering upon said property from 37th St. N., except at the one point of ingress and egress, as permitted and described immediately above.

Executed this 8th day of April, 2015.

8626, LLC

By: David L. Neal
David L. Neal, Managing Member

VAC20

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8th day of April, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came David L. Neal as Managing Member of 8626, LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-17

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)

Approved as to form:

Sharon L. Dickgrafe, Interim City Attorney
& Director of Law

City of Wichita
City Council Meeting
May 12, 2015

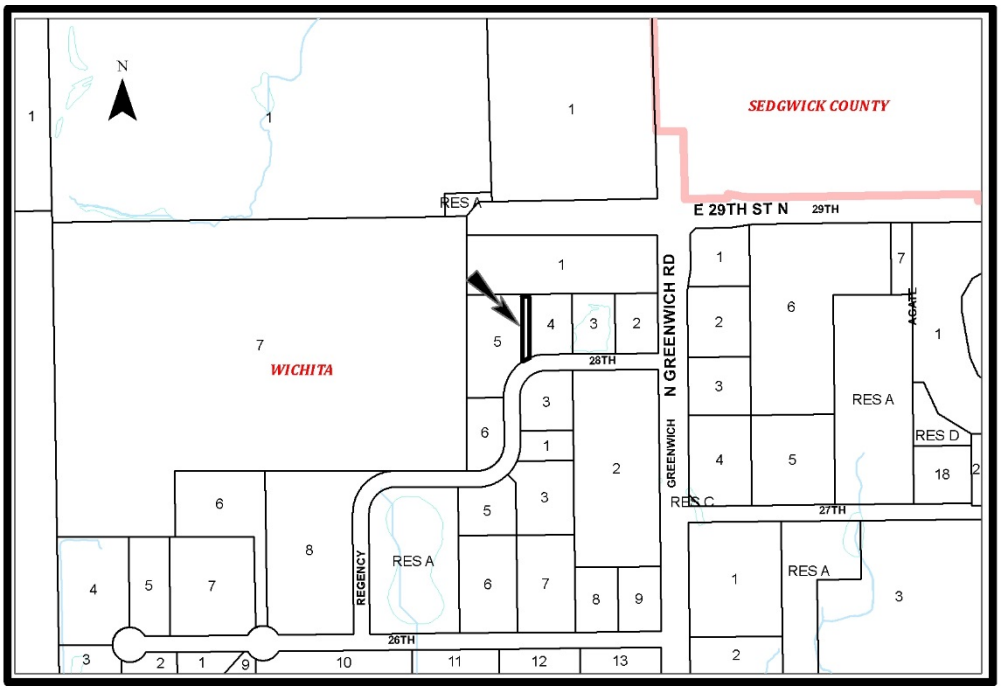
TO: Mayor and City Council

SUBJECT: DED2015-00001 – Dedication of Drainage and Utility Easement Located West of Greenwich, South of 29th Street North (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the Dedication.



Background: The Dedication is associated with Lot Split Case No. LSP2015-00006 (Regency Park Addition).

Analysis: The Dedication DED2015-00001 is for the purpose of constructing, maintaining and repairing a drainage system and other public utilities.

Financial Considerations: There are no financial considerations associated with the Dedication.

Legal Considerations: The Law Department has approved the Dedication as to form and the document will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Attachments: Dedication of Drainage and Utility Easement.

COPY

DRAINAGE AND UTILITY EASEMENT

This EASEMENT made this 13th day of April, 2015, by and between Mustang Land & Cattle, LLC, a Kansas limited liability company, of the first part, and the City of Wichita, Kansas, a municipal corporation, of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing a drainage system and all other public utilities over, along, and under the following-described real estate situated in Sedgwick County, Kansas; to wit:

That part of Lot 5, Block 1, Regency Park Addition, an Addition to Wichita, Sedgwick County, Kansas described as follows: Commencing at the northeast corner of said Lot 5; thence S00°32'56"E along the lot line common to said Lot 5 and Lot 4 in said Block 1, 10.00 feet to the intersection with the south line of a 20.00 drainage and sanitary sewer easement as granted in the document entitled Drainage and Sanitary Sewer Easement recorded in DOC.#/FLM-PG: 29087598, and for a point of beginning; thence continuing S00°32'56" E along the lot line common to said Lots 4 and 5, 264.08 feet to the most southerly corner common to said Lots 4 and 5; thence southwesterly along a segment of the east line of said Lot 5, being a non-tangent curve to the left, through a central angle of 10°30'51" and having a radius of 185.00 feet, an arc distance of 33.95 feet, (having a chord length of 33.90 feet bearing S61°41'38"W), to a point 30.00 feet normally distant west of the southerly extension of the lot line common to said Lots 4 and 5; thence N00°32'56"W parallel with the lot line common to said Lots 4 and 5, 279.87 feet to a point on the south line of said 20.00 drainage and sanitary sewer easement, (DOC.#/FLM-PG: 29087598); thence N89°27'04"E along the south line of said 20.00 drainage and sanitary sewer easement, (DOC.#/FLM-PG: 29087598), 30.00 feet to the point of beginning.

LSP 2015-00006

X

DED2015-00001

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing drainage systems and all other public utilities.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first above written.

Mustang Land & Cattle, LLC

By: _____
Robert C. Patton, Manager

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, That on this 13th day of April, 2015, before me, a Notary Public, in and for the County and State aforesaid, came Robert C. Patton, Manager of Mustang Land & Cattle, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

_____
Notary Public

(My Appointment Expires: 11-13-2016)

TAWNYA MARR
Notary Public - State of Kansas
My Appt. Expires 11-13-2016

Approved as to form:

_____
Sharon Dickgrafe, Interim
Director of Law & City Attorney

X

City of Wichita
City Council Meeting
May 12, 2015

TO: Mayor and City Council

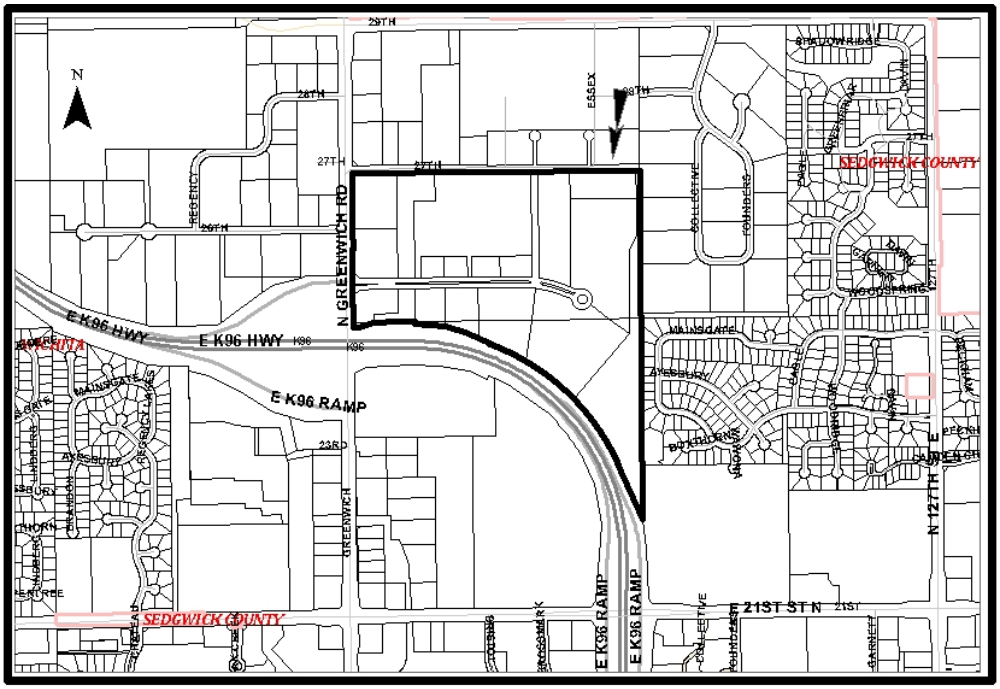
SUBJECT: SUB2014-00025 -- Plat of Wichita Destination Development Located on the Northeast Corner of K-96 Highway and Greenwich Road (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)



Background: The site consists of one lot on 104.70 acres and is zoned Limited Commercial (LC). The site is subject to the K-96 and Greenwich North Community Unit Plan DP-333.

Analysis: Sewer, water and street improvements will be constructed by a private project. 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 the Colonel James Jabara Airport; 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 Community Unit Plan (CUP) identifying the approved CUP and special conditions for development.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

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

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

Attachments: Drive Approach Closure Certificate.
Restrictive Covenants.
Avigational Easement.
Notice of CUP.

COPY

DRIVE APPROACH CLOSURE CERTIFICATE

SEDGWICK COUNTY)
) SS
STATE OF KANSAS)

Medical Practice Association Properties, LLC, Wichita Destination Developers, Inc., and WDDMBB, LLC, owners of that certain real property to be known as: Lot 1, Reserve A, Reserve B, Reserve C, Reserve D, Reserve E, Reserve F, and Reserve G of Wichita Destination Development, an Addition to Wichita, Sedgwick County, Kansas, a Replat of all of K96 and Greenwich North Addition, are in the process of platting said property, and do hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, Kansas, any existing drive approaches located within: (i) the complete access control on N. Greenwich Road, and (ii) the complete access control on E. 27th Street, as such complete access controls are set forth on the plat, shall be closed per said platting requirements.

This is to place on notice the owners of the above-described property, and subsequent owners thereof, that as a result of the above-cited platting requirements, said owners and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita, Kansas' specifications for such work, and that the same shall be a pre-condition to: (i) the issuance of any future building permit for all development on the above-described property, and (ii) the issuance of an occupancy permit for any future buildings constructed thereon.

[Remainder of Page Intentionally Blank]

Signed this 15th day of April, 2015.

Medical Practice Association Properties, LLC, a Kansas limited liability company

By: Aaron Ryan
Aaron Ryan, Manager

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 15th day of April, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Aaron Ryan, 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 unified school district.

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

Jennifer Herington
Notary Public

(My Commission Expires: 06/21/2015)

JENNIFER HERINGTON
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 6/21/2015

Wichita Destination Developers, Inc.,
a Kansas corporation

By: _____
Michael J. Boyd, President

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 16th day of April, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael J. Boyd, 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 unified school district.

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: 12-24-16)

RUTH A. GLAZE
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp.: 12-24-16

WDDMBB, LLC, a Kansas limited liability company

By: _____
Michael J. Boyd, President

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 16th day of April, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael J. Boyd, 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 unified school district.

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: 12-26-16)

RUTH A. GLAZE
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp.: 12-26-16

APPROVED AS TO FORM:

_____
~~Gary E. Rebenstorf, Director of Law~~
Jennifer Magaña, City Attorney & Director of Law

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT is made this _____ day of _____, 2015, by Wichita Destination Developers, Inc. ("WDD"), WDDMBB, LLC ("WDDMBB"), and Medical Practice Association Properties, LLC ("MPAP"; along with WDD and WDDMBB, collectively, the "Declarant").

WITNESSETH:

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

Lot 1, Reserve A, Reserve B, Reserve C, Reserve D, Reserve E, Reserve F, and Reserve G of Wichita Destination Development, an Addition to Wichita, Sedgwick County, Kansas, a Replat of all of K96 and Greenwich North Addition

WHEREAS, the Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves A, B, C, D, E, F, and G, Wichita Destination Development, an Addition to Wichita, Sedgwick County, Kansas, a Replat of all of K96 and Greenwich North Addition.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve A is hereby reserved for monuments, signs, landscaping, berming, sidewalks, irrigation, open space, pavement, utilities confined by easements, walls (provided they do not inhibit the conveyance of surface drainage), drainage, drives, and parking.

2. That Reserve B is hereby reserved for monuments, signs, landscaping, berming, sidewalks, irrigation, open space, pavement, utilities confined by easements, walls (provided they do not inhibit the conveyance of surface drainage), drainage, drives, and parking.

3. That Reserve C is hereby reserved for monuments, signs, landscaping, berming, sidewalks, irrigation, open space, pavement, utilities confined by easements, walls (provided they do not inhibit the conveyance of surface drainage), drainage, drives, and parking.

4. That Reserve D is hereby reserved for monuments, signs, landscaping, berming, sidewalks, irrigation, open space, pavement, utilities confined by easements, and walls (provided they do not inhibit the conveyance of surface drainage), and shall allow for public access across said reserve, at various location for driveways, as approved by the City Engineer.

5. That Reserve E is hereby reserved for monuments, signs, landscaping, berming, sidewalks, irrigation, open space, pavement, utilities confined by easements, and walls (provided they do not inhibit the conveyance of surface drainage), and shall allow for public access across said reserve, at various location for driveways, as approved by the City Engineer.

6. That Reserve F is hereby reserved for monuments, signs, landscaping, berming, sidewalks, irrigation, open space, pavement, utilities confined by easements, and walls (provided they do not inhibit the conveyance of surface drainage), and shall allow for public access across said reserve, at various location for driveways, as approved by the City Engineer.

7. That Reserve G is hereby reserved for monuments, signs, landscaping, berming, sidewalks, irrigation, open space, pavement, utilities confined by easements, and walls (provided they do not inhibit the conveyance of surface drainage), and shall allow for public access across said reserve, at various location for driveways, as approved by the City Engineer.

8. That an Owner's Association may be formed and incorporated as a non-profit corporation under Kansas statutes at WDD's sole cost. In such event, Reserves A, B, C, D, E, F, and G, as designated on the plat of the Wichita Destination Development Addition, may be conveyed to the Owner's Association upon its incorporation, or thereafter.

9. That the Declarant hereby grants an irrevocable easement to the City of Wichita, Kansas to enter upon the Reserves for the purposes of maintaining the same. This easement is conditioned upon the following event or events happening:

    a. That WDD (or the Owner's Association, if formed) has failed to maintain the reserve in a reasonable and prudent manner; and

    b. That the City of Wichita, Kansas has given written notice to the WDD (or Owner's Association, if formed) and such entity has not responded in initiating corrective action within thirty (30) days following such notice.

c. If the City of Wichita, Kansas has taken action to maintain the Reserves under this Restrictive Covenant, WDD (or Owner's Association, if formed) shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against any portions of the property then owned by WDD or WDDMBB (or Owner's Association, if formed), and shall be considered a lien thereon and be treated in the same manner as a special assessment. In no event shall any such assessments or liens attach to any portion of the property then owned by MPAP.

10. 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, Kansas. 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.

11. This covenant shall be binding on the Declarant, its heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to all lots, as platted in said Wichita Destination Development, an Addition to Wichita, Sedgwick County, Kansas, a Replat of all of K96 and Greenwich North Addition.

[Remainder of Page Intentionally Blank]

EXECUTED the day and year first above written.

Medical Practice Association Properties, LLC, a Kansas limited liability company

By: Aaron Ryan
Aaron Ryan, Manager

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 15th day of April, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Aaron Ryan, 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 unified school district.

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

Jennifer Herington
Notary Public

(My Commission Expires: 06/21/2015)

JENNIFER HERINGTON
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 6/21/15

Wichita Destination Developers, Inc.,
a Kansas corporation

By: _____
Michael J. Boyd, President

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 16th day of April, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael J. Boyd, 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 unified school district.

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: 12-24-16)

RUTH A. GLAZE
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp.: 12-24-16

WDDMBB, LLC, a Kansas limited liability company

By: _____
Michael J. Boyd, President

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

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_____
Notary Public

(My Commission Expires: 12-24-16)

RUTH A. GLAZE
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp.: 12-24-16

APPROVED AS TO FORM:

_____
~~Gary E. Rebenstorf, Director of Law~~
Jennifer Magaña, City Attorney & Director of Law

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT is made this _____ day of _____, 2015, by Wichita Destination Developers, Inc. ("WDD"), WDDMBB, LLC ("WDDMBB"), and Medical Practice Association Properties, LLC ("MPAP"; along with WDD and WDDMBB, collectively, the "Declarant").

WITNESSETH:

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

Lot 1, Reserve A, Reserve B, Reserve C, Reserve D, Reserve E, Reserve F, and Reserve G of Wichita Destination Development, an Addition to Wichita, Sedgwick County, Kansas, a Replat of all of K96 and Greenwich North Addition

WHEREAS, the Declarant's property is located near Colonel James Jabara Airport and Beech Factory 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, Kansas, 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 Wichita Destination Development, an Addition to Wichita, Sedgwick County, Kansas, a Replat of all of K96 and Greenwich North Addition, shall be and the same is subjected to the following restrictive covenant, to wit:

That any structure constructed on the property shall be so designed and constructed as to minimize outside noise pollution in compliance with applicable City of Wichita, Kansas and/or Sedgwick County, Kansas 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, Kansas and Sedgwick County, Kansas. 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.

[Remainder of Page Intentionally Blank]

EXECUTED the day and year first above written.

Medical Practice Association Properties, LLC, a Kansas limited liability company

By: Aaron Ryan
Aaron Ryan, Manager

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 15th day of April, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Aaron Ryan, 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 unified school district.

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

Jennifer Herington
Notary Public

(My Commission Expires: 06/21/2015)

JENNIFER HERINGTON
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 6/21/15

Wichita Destination Developers, Inc.,
a Kansas corporation

By: _____
Michael J. Boyd, President

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 16th day of April, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael J. Boyd, 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 unified school district.

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: 12-24-16)

RUTH A. GLAZE
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp.: 12-24-16

WDDMBB, LLC, a Kansas limited liability company

By: _____
Michael J. Boyd, President

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

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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: 12-24-16)

RUTH A. GLAZE
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp.: 12-24-16

APPROVED AS TO FORM:

_____
~~Gary E. Rebenstorf, Director of Law~~
Jennifer Magaña, City Attorney & Director of Law

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this _____ day of _____, 2015, the undersigned, GRANTORS hereof, do 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:

> Lot 1, Reserve A, Reserve B, Reserve C, Reserve D, Reserve E, Reserve F, and Reserve G of Wichita Destination Development, an Addition to Wichita, Sedgwick County, Kansas, a Replat of all of K96 and Greenwich North Addition

By virtue of this easement, the grantors, for and on behalf of the Grantors 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 construed 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 aircraft safety during take-off and landing.

To have and to hold said easement forever.

[Remainder of Page Intentionally Blank]

EXECUTED the day and year first above written.

Medical Practice Association Properties, LLC, a Kansas limited liability company

By: Aaron Ryan
Aaron Ryan, Manager

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 15th day of April, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Aaron Ryan, 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 unified school district.

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

Jennifer Herington
Notary Public

(My Commission Expires 06/21/2015)

JENNIFER HERINGTON
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 6/21/15

Wichita Destination Developers, Inc.,
a Kansas corporation

By: _____
Michael J. Boyd, President

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

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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: 12-24-16)

RUTH A. GLAZE
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp.: 12-24-16

WDDMBB, LLC, a Kansas limited liability company

By: _____
Michael J. Boyd, President

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

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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: 12-24-16)

RUTH A. GLAZE
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp.: 12-24-16

NOTICE OF COMMUNITY UNIT PLAN
(K96 AND GREENWICH NORTH COMMUNITY UNITY PLAN - DP-333)

THIS NOTICE is made this _____ day of _____, 2015, by Wichita Destination Developers, Inc. ("WDD"), WDDMBB, LLC ("WDDMBB"), and Medical Practice Association Properties, LLC ("MPAP"; along with WDD and WDDMBB, collectively, the "Declarant").

WITNESSETH:

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

Lot 1, Reserve A, Reserve B, Reserve C, Reserve D, Reserve E, Reserve F, and Reserve G of Wichita Destination Development, an Addition to Wichita, Sedgwick County, Kansas, a Replat of all of K96 and Greenwich North Addition

WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the City of Wichita, Kansas 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 community unit plan (K96 AND GREENWICH NORTH COMMUNITY UNIT PLAN - DP-333) has placed restrictions on the use, and requirements on the development, of the above-described real property. The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lot 1, Reserve A, Reserve B, Reserve C, Reserve D, Reserve E, Reserve F, and Reserve G of Wichita Destination Development, an Addition to Wichita, Sedgwick County, Kansas, a Replat of all of K96 and Greenwich North Addition.

[Remainder of Page Intentionally Blank]

EXECUTED the day and year first above written.

Medical Practice Association Properties, LLC, a Kansas limited liability company

By: Aaron Ryan
Aaron Ryan, Manager

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 15th day of April, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Aaron Ryan, 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 unified school district.

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

Jennifer Herington
Notary Public

(My Commission Expires: 6/21/15)

JENNIFER HERINGTON
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 6/21/15

Wichita Destination Developers, Inc.,
a Kansas corporation

By: _____
Michael J. Boyd, President

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 14th day of April, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael J. Boyd, 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 unified school district.

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: 12-24-16)

RUTH A. GLAZE
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp.: 12-24-16

WDDMBB, LLC, a Kansas limited liability company

By: _____
Michael J. Boyd, President

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 16th day of April, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael J. Boyd, 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 unified school district.

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: 10-24-16)

RUTH A. GLAZE
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp.: 10-24-16

APPROVED AS TO FORM:

_____
~~Gary E. Rebenstorf, Director of Law~~
Jennifer Magaña, City Attorney & Director of Law

City of Wichita
City Council Meeting
May 12, 2015

TO: Wichita Airport Authority

SUBJECT: Allegiant Non-Signatory Airline Supplemental Agreement No. 1

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: Allegiant Airlines (Allegiant) began providing non-stop service between Las Vegas and Wichita Mid-Continent Airport in 2003. Currently, Allegiant has flights to and from Las Vegas and Phoenix Gateway, and flights for Los Angeles are scheduled to start in June.

Analysis: Allegiant is now desirous of continuing services as a non-signatory airline in the new terminal when it opens. A non-signatory airline use agreement authorizes an airline to operate at the Airport on a scheduled basis without having to lease space at the Airport. However, a non-signatory airline will incur 25 percent higher fees and charges compared to a signatory airline, as well as any per-turn charges for use of ticket counter and hold room areas.

Financial Considerations: The estimated annual revenue to the Wichita Airport Authority (WAA) is $275,000, which is a 15 percent increase compared to the previous year, largely due to the increase in per-turn charges and landing fees.

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

Recommendations/Actions: It is recommended that the WAA approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

By and Between

THE WICHITA AIRPORT AUTHORITY

and

ALLEGIANT AIR, LLC

Non-Signatory Airline Use and Lease Agreement
Wichita Dwight D. Eisenhower National Airport,
Formerly known as, Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 1, dated May 19, 2015, is made between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, the (AUTHORITY); and ALLEGIANT AIR, LLC., (AIRLINE).

WHEREAS, the parties previously entered into an Agreement dated September 28, 2010 for the purpose of providing air service to the traveling public using, known at that time, Wichita Mid-Continent Airport;

WHEREAS, The AUTHORITY and AIRLINE now wish to enter into this Supplemental Agreement No. 1 to modify Exhibits "A", "B" and "C".

In consideration of these covenants and agreements, the parties hereto agree to the following modifications to the original agreement:

1. EXHIBIT A

Exhibit "A" and Exhibit "B" of the original Agreement, dated February 1, 2010 shall be **replaced** with the revised Exhibit "A" and Exhibit "B", dated March 2, 2015, effective on which the new Terminal opens for commercial business to the general public.

Exhibit "C" of the original Agreement shall be **replaced** with the revised Exhibit "C", dated October 29, 2014, effective on which the new Terminal opens for commercial business to the general public.

Future changes may be made to Exhibit "A", under the authority of the Director of Airports, without requiring formal amendment to the Agreement.

2. AIRPORT NAME

All references to Wichita Mid-Continent Airport in the Agreement and all supplemental agreements shall be replaced with Wichita Dwight D. Eisenhower National Airport.

3. OTHER TERMS

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

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

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By_____
Jeff Longwell, President
"AUTHORITY"

By _____
Victor D. White, Director of Airports

ATTEST:

ALLEGIANT AIR, LLC

By _____

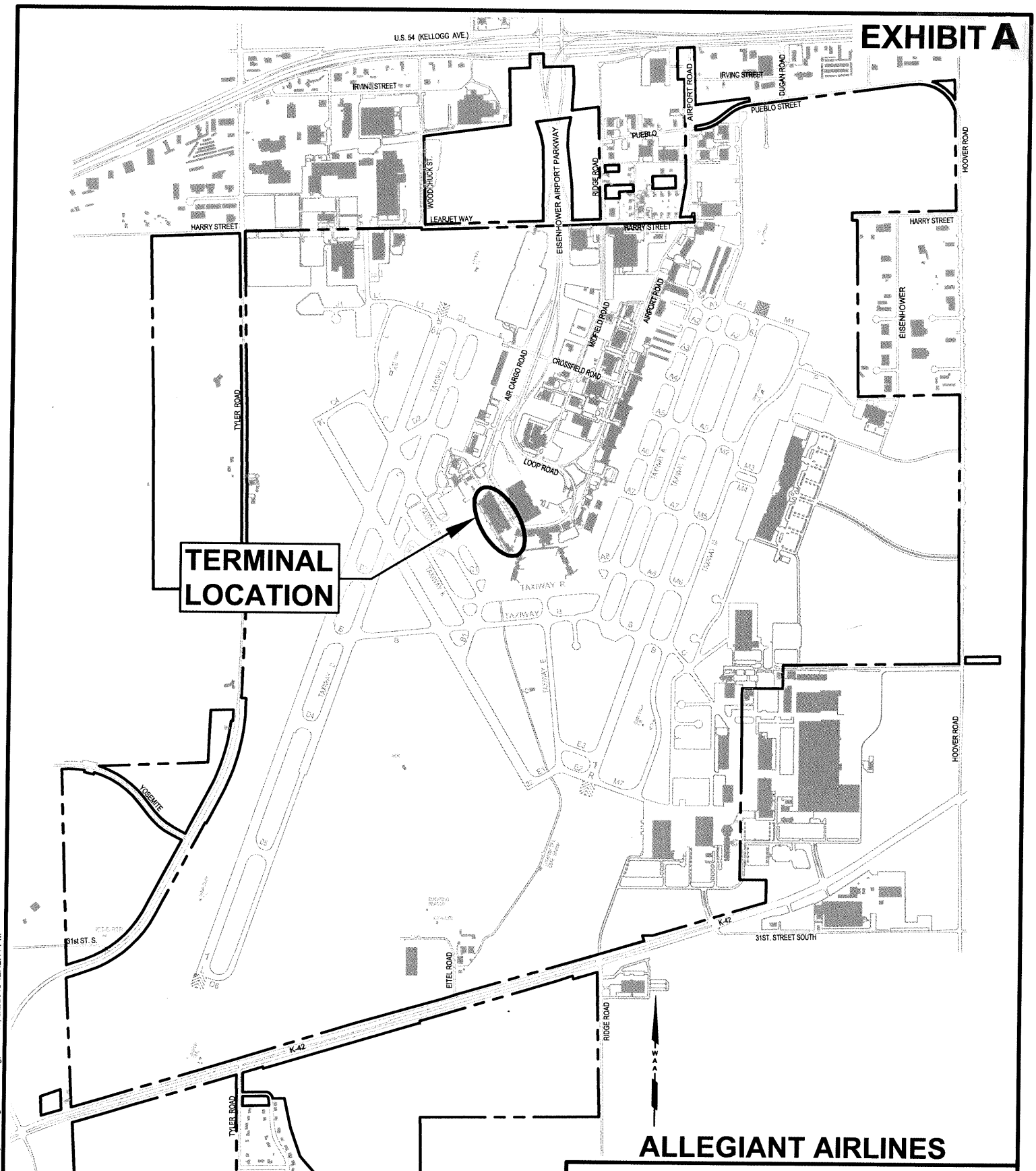
Title _____

By _____

Title _____
"AIRLINE"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

EXHIBIT A



ALLEGIANT AIRLINES

AIRPORT LAYOUT MAP

WICHITA DWIGHT D. EISENHOWER NATIONAL AIRPORT

THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
3/2/15	H.G.O.	1" = 1900'	1 of 1

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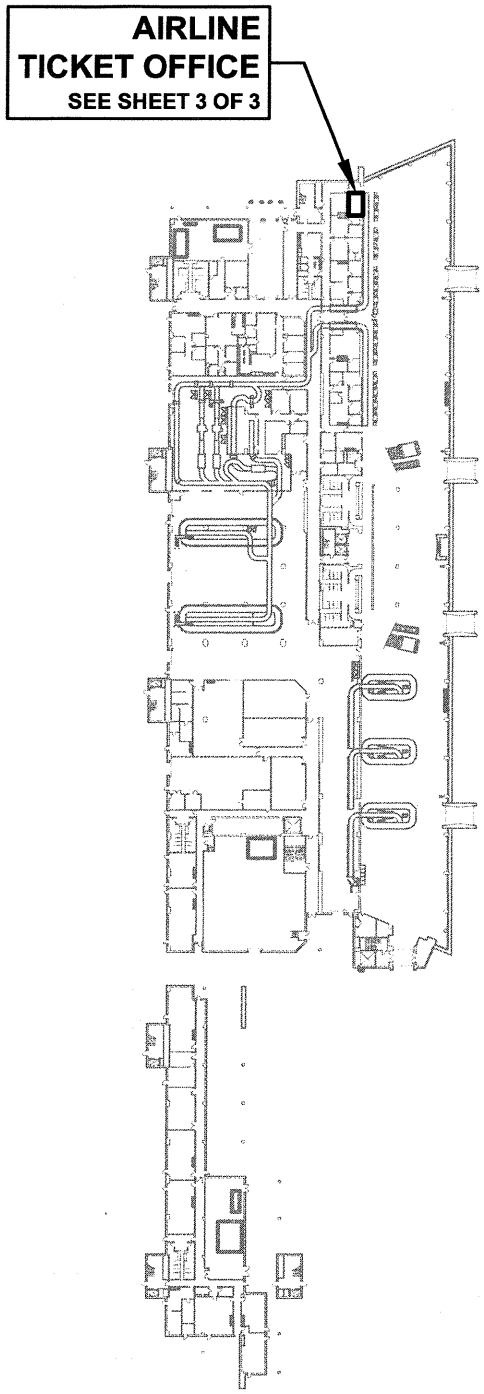
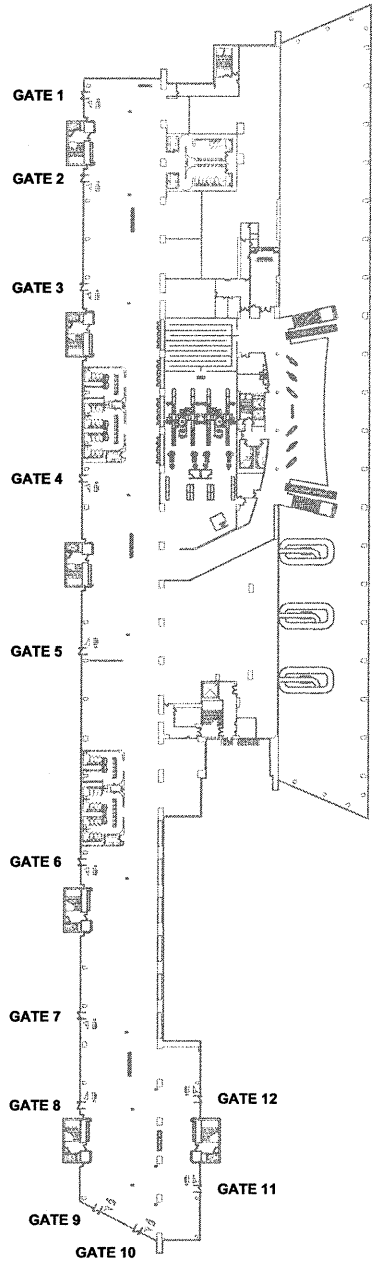
EXHIBIT B



1ST FLOOR



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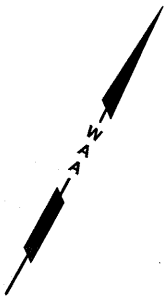

ALLEGIANT AIRLINES

TERMINAL LAYOUT

WICHITA DWIGHT D. EISENHOWER NATIONAL AIRPORT

THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
3/4/15	H.G.O.	1" = 150'	

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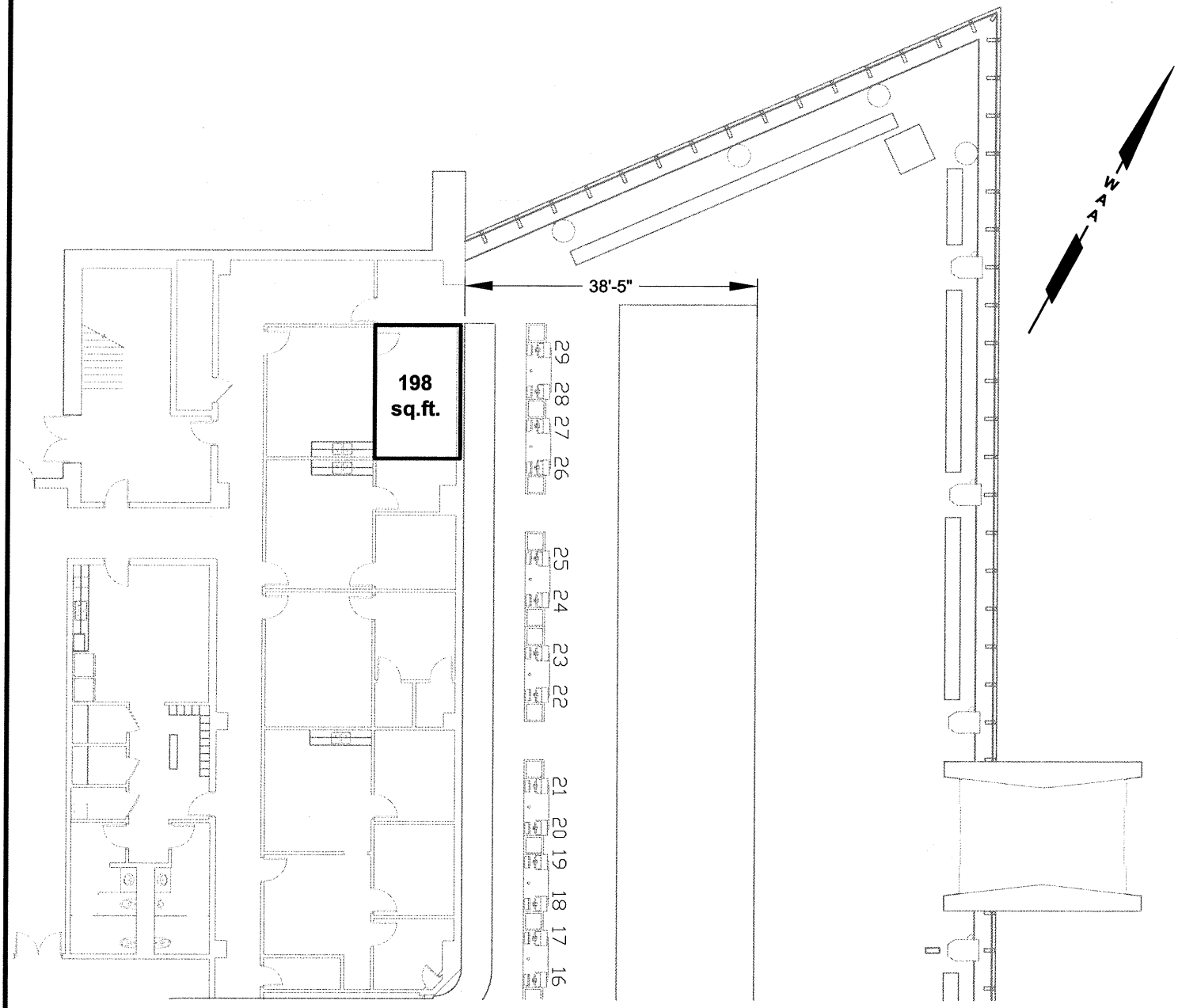
EXHIBIT B



AIRLINE TICKET OFFICE

D:\Drawings\214-Terminal New\Airline Leases\Allegiant\Allegiant2015.dwg, 4 of 5, 3/4/2015 3:00:49 PM

ALLEGIANT AIRLINES

1ST FLOOR

WICHITA DWIGHT D. EISENHOWER NATIONAL AIRPORT

THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
3/4/15	H.G.O.	1" = 20'	

Wichita Airport Authority
Airline Use and Lease Agreement
Maintenance Matrix

		Airline Exclusive			Airline Preferential				Airline Joint Use							
		Airline Ticketing Offices	Operations Offices	Baggage Storage Lockers	Ticket Counters (Note A)	Holdrooms	Passenger Boarding Bridges	Aircraft Parking Apron	Baggage Claim (Note B)	Baggage Make-up (Note B)	Baggage Service Offices	Passenger Screening	Baggage Screening	Common Access Hallways	Airside Restrooms	Holdroom Vertical Circulation
A	Roof, roof structure, and ceiling tiles damaged by roof leaks	WAA	WAA	N/A	WAA	WAA	N/A	N/A	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA
B	Load bearing structures, structural supports and foundations	WAA	WAA	N/A	WAA	WAA	WAA	N/A	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA
C	Heating, ventilation and air conditioning and associated motors, pumps, distribution ducting, filtration system and filter media, and monitoring/control system	WAA	WAA	N/A	WAA	WAA	WAA	N/A	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA
D	Maintenance, repair, upkeep, or replacement due to normal wear and tear, excluding snow removal	A	A	A	A	A	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA
E	IT/data/communications conduit	WAA	WAA	N/A	WAA	WAA	WAA	N/A	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA
F	Cabinets, walls, ceilings, surfaces and structures, not considered load bearing structures or foundations	A	A	A	A	WAA	WAA	N/A	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA
G	Counter shells	N/A	N/A	N/A	WAA	WAA	N/A	N/A	N/A	N/A	WAA	N/A	N/A	N/A	N/A	N/A
H	Counter inserts	N/A	N/A	N/A	A	A	N/A	N/A	N/A	N/A	A	N/A	N/A	N/A	N/A	N/A
I	Glass and glass surfaces	A	A	N/A	N/A	WAA	WAA	N/A	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA
J	Floor care	A	A	N/A	A	WAA	WAA	N/A	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA
K	Doors, door frames, fixtures and hardware, except locks/cores	A	A	N/A	N/A	A	WAA	N/A	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA
L	Door locks and cores	WAA	WAA	N/A	N/A	WAA	WAA	N/A	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA
M	Fire monitoring and alarm systems and other fire code required facility systems	WAA	WAA	N/A	WAA	WAA	WAA	N/A	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA
N	Public address system	WAA	WAA	N/A	WAA	WAA	N/A	N/A	WAA	N/A	WAA	WAA	WAA	WAA	N/A	WAA
O	Electronic Visual Information Display Systems (EVIDS) (Note C)	WAA	WAA	N/A	WAA	WAA	N/A	N/A	WAA	N/A	N/A	WAA	N/A	N/A	N/A	N/A
P	Security signage imposed on the AUTHORITY by the authority of any regulatory agency	N/A	N/A	N/A	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA
Q	Way finding and facility identification signage.	WAA	WAA	N/A	WAA	WAA	N/A	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA
R	Baggage and cargo scales	N/A	A	N/A	A	N/A	N/A	N/A	N/A	A	N/A	N/A	N/A	N/A	N/A	N/A
S	Electrical systems commencing at and within the Premises	A	A	N/A	A	A	WAA	A	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA
T	Electrical system entering to and terminating at the breaker panel serving the Premises	WAA	WAA	N/A	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA
U	Lighting and electrical fixtures and standards including bulbs, tubes, ballast, starters, switches and outlets	A	A	N/A	A	A	WAA	A	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA
V	Fresh water and sanitary sewer plumbing commencing at and within the Premises, including plumbing fixtures, water supply lines and sanitary sewer lines	A	A	N/A	N/A	N/A	N/A	WAA	N/A	N/A	N/A	N/A	N/A	N/A	WAA	N/A
W	Fresh water and sanitary sewer plumbing entering to and terminating at the Premises	WAA	WAA	N/A	N/A	N/A	N/A	WAA	N/A	N/A	N/A	N/A	N/A	N/A	WAA	N/A
X	Gas utilities commencing at and within the Premises	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Y	Gas utilities entering to and terminating at the Premises	WAA	WAA	N/A	WAA	WAA	N/A	N/A	WAA	WAA	WAA	WAA	WAA	WAA	WAA	WAA

		Airline Exclusive			Airline Preferential				Airline Joint Use							
		Airline Ticketing Offices	**Operations Offices**	**Baggage Storage Lockers**	**Ticket Counters (Note A)**	**Holdrooms**	**Passenger Boarding Bridges**	**Aircraft Parking Apron**	**Baggage Claim (Note B)**	**Baggage Make-up (Note B)**	**Baggage Service Offices**	**Passenger Screening**	**Baggage Screening**	**Common Access Hallways**	**Airside Restrooms**	**Holdroom Vertical Circulation**
Z	Trash removal and disposal (from Premises to AUTHORITY's provided dumpsters)	A	A	N/A	A	A = Counter WAA = Public	A	A	WAA	WAA	A	WAA	WAA	WAA	WAA	WAA
AA	Pavement maintenance and replacement	N/A	N/A	N/A	N/A	N/A	N/A	WAA	WAA	WAA	N/A	N/A	N/A	N/A	N/A	N/A
AB	Pavement surface markings within and upon Aircraft Parking Apron	N/A	N/A	N/A	N/A	N/A	N/A	A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
AC	Stormwater drains and discharge system	N/A	N/A	N/A	N/A	N/A	N/A	WAA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

A = Airline
WAA = Wichita Airport Authority
N/A = Not applicable

Note A: Ticket Counters = front edge of baggage belt to public face of ticket counter plus backwall.

Note B: Includes facilities and baggage conveyor systems.

Note C: Includes WAA owned FIDS, BIDS and GIDS. Does not include Airline owned systems.

PUBLIC, MECHANICAL, BUILDING SUPPORT and AUTHORITY SPACES - Will be maintained by the Wichita Airport Authority

REVISED-05-08-2015

Agenda Item No. II-22

City of Wichita
City Council Meeting
May 12, 2015

TO: Wichita Airport Authority

SUBJECT: Envoy Air, Inc.
Commercial Use and Operating Permit
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the commercial use and operating permit.

Background: Envoy Air, Inc. (Envoy), a subsidiary of American Airlines, began providing ground handling services for United Airlines at Wichita Dwight D. Eisenhower National Airport in late 2014. The commercial use and operating permit is effective January 1, 2015.

Analysis: A commercial operating permit authorizes a ground handling company to manage flights and provide ground and passenger services for an airline. ~~Envoy will communicate with pay, and report directly to the Wichita Airport Authority (WAA).~~ The term of this agreement is month-to-month.

Financial Considerations: The fee for a ground handling operator is 2.5 percent of gross revenues for providing services to signatory airlines, and five percent for non-signatory airlines, which is established in the published Schedule of Fees and Charges. The revenue to the WAA will be based on the amount of activity generated by the airlines, and as this is a new service at the Airport between these two carriers, there is no historical basis for estimating the revenue.

Legal Considerations: The commercial use and operating permit has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the WAA approve the commercial use and operating permit and authorize the necessary signatures.

Attachments: Commercial Use and Operating Permit.

WICHITA DWIGHT D. EISENHOWER NATIONAL AIRPORT
COMMERCIAL USE AND OPERATIONS PERMIT

This Operating Agreement ("Agreement") is made and entered into by and between The Wichita Airport Authority ("Authority") and Envoy Air Inc. organized and existing under the laws of the State of Delaware ("Operator").

In consideration of the rights, privileges, and mutual obligations contained in this Agreement, Authority and Operator agree as follows:

1. Term and Cancellation Provisions

The term of this Agreement shall commence January 1, 2015, and shall continue on a month-to-month basis. This Agreement may be cancelled by either party, without cause, by giving a 30-day written notice. In the event the Director of Airports determines that termination is necessary to protect public health, safety or welfare, this Agreement may be terminated by the Director of Airports upon such notice as the Director of Airports deems appropriate under the circumstances. Termination or expiration of this Agreement shall not relieve the parties of any liabilities or obligations hereunder which shall have accrued on or prior to the date of termination. Upon the termination of this Agreement, Operator shall cease forthwith all operations upon the Airport and shall pay in full all fees and other amounts payable to Authority as set forth in this Agreement, then due and owing.

2. Services Provided by Operator

Subject to all terms of this Agreement, the Operator is hereby granted a NON-EXCLUSIVE right to perform above and below wing ground handling including customer service and ramp services for commercial passenger air carriers using Wichita Dwight D. Eisenhower National Airport attached hereto as Exhibit "A". In the event Operator desires to provide other services to the commercial passenger air carriers, Operator shall provide the Director of Airports with written notice of any such arrangement prior to entering into same and Operator shall provide the Director of Airports with written notice as and when any such arrangements are terminated.

Prior to performing any services for any commercial passenger air carrier, the Operator shall notify the Authority of its agreement to perform such service for such commercial passenger air carrier. The Operator shall provide to and maintain with the Authority at all times, an up-to-date list of all commercial passenger air carriers that it performs services for as authorized by this Agreement.

3. Operational Requirements

Operator shall provide such services as are necessary to adequately meet all demands for its services at the Airport and shall conduct such hours of business as may be necessary to provide this service. Such service shall be furnished on a fair; equal and non-discriminatory basis for all users thereof, and charges shall be fair, reasonable and non-discriminatory for each unit of sale or service. All of the services enumerated herein shall be limited to certificated commercial passenger air carriers that have the authority from the appropriate

regulatory department of the United States of America, or other competent authority, to operate in and out of the Airport. It is understood and agreed that such commercial passenger air carriers shall at all times have the right to directly provide any of the services herein provided for their own operations. None of the services which the Operator is authorized to perform under this Agreement shall involve the operation of aircraft by the Operator.

Operator shall maintain sufficient equipment, tools, accessories, and supplies, and employ a sufficient number of personnel to handle the operations and respond to customer inquiries and furnish good, prompt and efficient service adequate to meet all reasonable demands and needs of the business herein authorized. All equipment, tools, and vehicles to be used in the operation of Operator's business at the Airport will be in excellent, safe operating condition and will be kept in an orderly and clean manner at all times and stored only in approved locations. All equipment and vehicles will be operated by Operator and its employees, agents, and/or representatives in a safe and orderly manner at all times. Upon objection from Authority to Operator concerning the operation of such equipment and vehicles, or the unsafe and unclean condition of the equipment and vehicles or their manner of storage, Operator will immediately remedy the cause of the objection.

Questions or complaints regarding the quality of services, whether raised by users, Authority or otherwise, may be submitted to Operator for response. At Authority's request, Operator shall meet with the Authority to review any complaints or concerns and to promptly correct any deficiencies. The Authority's determination as to the quality of operation or services shall be conclusive, and curative measures shall be implemented by Operator as expeditiously as possible.

Failure on the part of the Operator to correct, modify or rectify any deficiencies within thirty (30) days, following written notice from the Authority, or to commence and diligently proceed to cure or remedy any such situation over a greater period of time as would be reasonably required, is a material breach of this Agreement and a cause for the exercise of any remedies, including the cancellation of the Agreement.

Operator will not block any areas used for ingress and egress by Airport traffic and will not interfere with the activities of Authority, its agents, employees or other Airport tenants.

Operator must, at its own expense, maintain in force any and all licenses and permits required for the legal operation of all aspects of this Agreement.

4. <u>Handling Arrangements</u>

In the event Operator agrees to ground handle any portion of the operations of other aircraft operators operating on Wichita Dwight D. Eisenhower Airport which do not have an agreement with Authority, Operator shall provide Authority advance written notice of such proposed activities, including a description of the type and extent of services to be provided, and shall coordinate with Authority the use of any unleased gates or aircraft parking. Fee collections and reporting shall be as set out in Section 11, Fee Collections.

5. Representation

It is understood and agreed that Operator shall at all times be deemed to be an independent contractor to the Authority. Nothing in this Agreement shall be construed or considered to create the relationship of employer and employee between the parties. Operator 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 customer service and ground handling services pursuant to this Agreement shall represent themselves as representatives of an independent contractor. Under no circumstances shall any of Operator's personnel represent themselves as employees of the Authority. No person providing customer service and ground handling services shall be an agent or employee of the Authority, and shall not be entitled to any of the benefits of Authority's employees.

6. Assignment and Subletting

Operator shall not assign, sublet, mortgage or otherwise transfer, in whole or in part, any of the rights granted in this Agreement without the prior written approval of the Authority.

7. Equipment Staging

Operator may stage equipment at the location designated by Authority. It is understood and agreed that the rental rate set out in the Schedule of Fees and Charges is paid to the Authority. It is understood and agreed that if Authority requires the designated staging area for Airline purposes or Authority purposes, that Authority may reclaim the location and will find other space for Operator.

8. Reservations

It is understood that the issuance of this Agreement does not guarantee the availability of any space at the Airport. Further, Operator 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, Operator covenants and agrees to furnish good, prompt and efficient service adequate to meet all demands for such service at the Airport, and shall furnish such service on fair, equal and nondiscriminatory basis to all users thereof.

9. Parking

The Operator and its employees shall have no right hereunder to park vehicles at the Airport except in common parking areas designated by the Authority for terminal employees.

10. Percentage of Gross Revenues

Operator shall pay a commercial operator's fee for airline ground handling and/or passenger services provided for signatory airlines and their affiliates and non-signatory commercial air carriers serving Wichita Dwight D. Eisenhower Airport other than for American Airlines, Inc. ("American") or affiliates of American, which shall be in such amounts as may be set by the Authority from time to time, pursuant to the Schedule of Fees and Charges. Operator shall pay to Authority a percentage of gross revenues equal to two and one-half percent (2

½%) of gross revenues for services provided to signatory airlines and their affiliates and five per cent (5%) of gross revenues for services provided to non-signatory commercial airlines. Immediately upon Operator's receipt of revenue from services by Operator, the percentages of the revenue belonging to Authority shall immediately vest in and become the property of Authority. Operator shall be responsible as trustee for the revenue until the revenue is delivered to the Authority.

Authority reserves the right to adjust the Percentage of Gross Revenues Fee specified in this Agreement annually in accordance with the Schedule of Fees and Charges.

Operator agrees to pay Authority monthly, the percentage of gross revenues fee for the preceding month's serviced performed. The percentage of gross revenues fee is due and payable without invoice, no later than the fifteenth (15th) day of each month for the preceding month, and shall be reported on the Monthly Statement of Gross Revenues Form attached hereto as Exhibit "B".

In the event Operator fails to make payment within ten (10) days of the dates due as set forth in this Section, then Authority, after providing Operator written notice and a five (5) business day cure period from the receipt of the notice, may charge Operator, if the Agreement payment still remains unpaid, a monthly service charge of 18% annual interest on any such overdue amount from the date the payment was originally due until paid, plus reasonable attorneys' and administrative fees incurred by Authority in attempting to obtain payment.

All payments in a form acceptable to Authority as required of Operator by this Agreement shall be made at the office of The Wichita Airport Authority, 2173 Air Cargo Road, Wichita Dwight D. Eisenhower Airport, Wichita, Kansas 67209, or to such other address as may be substituted therefore. ACH direct deposit is preferred. Bank account and routing information is available upon request.

11. <u>Fee Collections</u>

Operator agrees to collect on behalf of Authority landing fees, terminal use fees (including, but not limited to use of ticket counter, hold room, joint use space, and passenger boarding bridge), and aircraft parking fees as imposed by Authority in its "Schedule of Fees and Charges" from aircraft operators operating on the premises which do not have an Agreement with Authority, and are handled by Operator. Operator shall provide a copy of its applicable Monthly Statistical Report (Exhibit "C") and Monthly Landed Weight/Fee Report (Exhibit "D") for these aircraft operators. In consideration for this service, Authority agrees to reimburse Operator, by a credit document, 30% of fees collected.

Collection of fees from aircraft operators operating on the air carrier ramps shall be consistent with the established policies of Authority. Operator agrees to provide sufficient notice to aircraft operators that fees and charges may be applicable. All fees and charges incurred or collected for this purpose shall be paid to the Authority on or before the 15th day of each calendar month following the month in which they were incurred or collected.

12. <u>Gross Revenues Defined</u>

Gross revenues shall mean the total amount of money or the value of other considerations received from the performance of the Operator's services anticipated under this Agreement, whether for cash or credit, whether collected or not.

Gross Revenues include but are not limited to the following:

(a) the total amount of money or the value of other consideration received whether payment is for cash or on credit and whether or not such amount is collected;

(b) all credit losses, credit charges, or credit deductions incurred by Operator or imposed on Operator by reason of Operator's acceptance or use of credit cards or other credit or charge arrangements.

Excluded or deducted from Gross Revenues are the following:

(a) federal, state, municipal or other government excise taxes (except Federal manufacturer's excise taxes), use, sales, privileges or retailer's occupation taxes now or hereafter imposed and required to be collected by Operator directly from patrons or customers or as part of the price of any goods, wares, merchandise, services or displays and required to be paid over in turn by Operator to any governmental agency;

(b) receipts from the sale or trade-in value of any equipment used on the Airport and owned by Operator;

(c) the value of any merchandise, supplies or equipment exchanged or transferred from or to other locations of business of Operator where such exchanges or transfers are not made for the purpose of avoiding a sale by Operator which otherwise would be made from or at the Airport;

(d) receipts in the form of refunds for the value of merchandise, supplies or equipment returned to shippers, suppliers, or manufacturers;

(e) receipts with respect to any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by Operator, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;

(f) receipts from the sale to Operator's employees of uniforms or clothing where such uniforms or clothing are required to be worn by such employees as a condition of their employment;

(g) revenues derived from customers not generated through the Airport, or by Airport-related business activities of the Operator not included in this Agreement.

13. <u>Reporting Requirements</u>

(a) <u>Monthly Statement of Gross Revenues</u>. Monthly, Operator must submit the percentage of gross revenues fee payment with the monthly statement of gross revenues form. This statement shall be signed by an accounting officer authorized to act for Operator. The Authority shall have the right to change the format of the Monthly Statement of Gross Revenues Form and to require Operator to submit other information pertaining to its gross revenues, and Operator agrees to use such form and provide such additional information.

(b) <u>Annual Reporting</u>. Not later than ninety (90) days following the end of each full calendar year (January 1 through December 31) or partial calendar year, Operator shall furnish to Authority a certified or reconciled Annual Statement of Gross Revenues for that calendar year.

Operator's Annual Statement must itemize, for each month of the calendar year, Operator's Monthly Gross Revenues as previously reported to Authority. If such Annual Statement indicates an underpayment of the required Percentage of Gross Revenues Fee due to Authority, Operator shall submit payment for such underpayment to Authority with the Annual Statement. If a credit is issued, it shall be taken in the month immediately following such notification.

(c) <u>Accounting Records</u>. Operator shall keep true and accurate accounts, books, records and data which shall, among other things, show all sales made and services performed by Operator for cash or credit or otherwise, without regard to whether paid or not; the gross revenues of said business in the aggregate amount of all sales, services and orders; all Operator's business performed upon or within the Airport premises.

(i) Operator agrees to keep its books and records in accordance with generally accepted accounting principles and agrees to maintain such other records as the Authority may request, showing gross revenues, sales made and services rendered for cash and/or credit.

(ii) Sales, invoices, orders, cash receipts, and all other books and records of Operator pertaining to its operations on the premises of the Airport and pertaining to the reports (and backups therefore) it provides Authority pursuant to this operating Agreement shall be located in Wichita, Kansas; and shall be open to inspection by authorized representatives of the Authority upon request.

(iii) Such books and records shall be kept and maintained during the period of time of this Agreement and for a period of three years after the termination of this Agreement, or if any audit has been initiated and audit findings have not been resolved at the end of the three years, the books and records shall be retained until resolution of the audit findings.

(iv) If, as a result of any audit, it is established that the Operator has understated the gross revenues received by it by three percent (3%) or more of the amount paid to the Authority during the previous annual reporting period under this Agreement, the entire expense of said audit shall be borne by the Operator. Any additional fees due shall forthwith be paid by Operator to the Authority with interest thereon at six (6%) per annum from the date such additional fees become due.

14. Impositions

Operator shall, during the term of this Agreement, bear, pay and discharge, before the delinquency thereof, any and all lawful impositions, including all lawful taxes and assessments imposed on Operator's possessory activities under this Permit from wherever originating.

15. Insurance

The Operator agrees to maintain appropriate liability insurance during the Term hereof, equal to or in excess of the following amounts:

Type of Coverage	Limits Per Occurrence	Limits General Aggregate
Commercial General Liability	$2,000,000	$5,000,000
Automobile Liability	$1,000,000	$2,000,000
Airport Premises Liability	$2,000,000	

In addition, the Operator 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.

Operator 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.

Operator agrees to provide Authority prior to the commencement of the Agreement with copies of all policies or certificates evidencing that such insurance is in full force and effect, and stating the terms thereof, and all but the Worker's Compensation and Employees Liability policies shall name the City of Wichita and the Authority as additional insureds.

Operator shall be solely responsible for obtaining insurance policies that provide coverage for losses of Operator-owned property. Authority shall not be required to provide such insurance coverage or be responsible for payment of Operator's cost for such insurance.

16. Subrogation of Insurance

Authority hereby waives any and all rights of recovery against Operator for or arising out of damage or destruction of the building, or the premises, or any other property of Authority, from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of Operator, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in

force permit such waiver. The Authority does not waive subrogation on any self insured risk.

Operator hereby waives any and all rights of recovery against Authority for or arising out of damage to or destruction of any property of Operator from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of Authority, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

17. Maintenance

The Operator, at Operator's sole cost, shall remove trash, garbage and other debris from the staging area occupied by Operator.

18. Portable Storage Containers/Structures

Unless specifically approved in writing, and under conditions specified by Authority, Operator shall not place or allow to be placed within the staging area, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies. Authority will not unreasonably withhold approval of such container if such is of a temporary nature, or at the discretion of Authority.

Unless specifically approved, and under conditions specified by Authority, Operator shall not place or allow to be placed within the staging area, any type of portable or temporary structure or device.

19. Third Party Rights

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

20. Damage to Airport Facilities

Operator shall be responsible for any and all damage to the Airport caused by the negligence or intentional action of Operator, its agents, employees, contractors, subcontractors or invitees including, but not limited to, damage to terminal areas, ramp and taxiway areas, engine run-up areas, runways, hangar facilities and any and all areas where any activities are performed by Operator.

21. Surrender of Possession

Operator shall yield and deliver to Authority possession of the premises at the expiration of this Permit in good condition in accordance with its express obligations hereunder. Operator shall deliver the staging area in good order and condition, including cleaning and hauling away all supplies and trash.

Operator, at Operator's expense, shall remove during the term hereof or at the expiration of such term all trade fixtures, equipment and personal property placed by Operator on or about the staging area, subject to Operator's repairing any damage thereto caused by such removal and subject to any valid lien which Authority may have thereon for unpaid fees.
In the event Operator does not remove all of said property within ten (10) days after the termination of this Permit, the same shall be considered abandoned and Authority may dispose of said property without any further responsibility or liability to Operator. Operator shall be liable to Authority for the costs of removal and disposal of said property, and for an additional administrative expense equal to twenty percent (20%) of the costs incurred.

22. <u>Rules and Regulations</u>

Operator, 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, or the Transportation Security Administration, 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 Airport or Operator's operations conducted hereunder.

Authority shall not be liable to Operator 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 Operator be entitled to terminate this Agreement by reason thereof unless the exercise of such authority shall so interfere with Operator'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.

Operator 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 Operator, its agents or employees, except to the extent caused by Authority.

23. <u>Non-discrimination EEO/AAP</u>

The Operator agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, national origin or ancestry, disability, or age, except where age is a bona fide occupational qualification, in its operations or services being provided at the premises, and its use or occupancy of the premises under this Agreement. The Operator 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.

24. <u>FAA Requirements</u>

Authority and Operator further agree that the requirements of the Federal Aviation Administration set out below are approved by both parties, and if applicable, Operator agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this Agreement.

(a) The Operator, 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 Operator 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 Operator, 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 Operator 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 Operator assures that it will undertake an affirmative action program as 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 Operator 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 Operator assures that it will require that its covered suborganizations provide assurances to the Operator that they similarly will undertake affirmative action programs, and that they will 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) Operator agrees to furnish service on a fair 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 Operator may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) Authority reserves the right (but shall not be obligated to Operator) 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 Operator in this regard.

(g) Authority 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 Operator, and without interference or hindrance.

(h) Authority 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 Operator from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of Authority, would limit the usefulness of the Airport or constitute a hazard to aircraft.

(i) During time of war or national emergency Authority 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 will 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 Authority, 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 or regulatory obligation between the Authority 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.

25. <u>Modifications for Granting FAA Funds</u>

In the event that the Federal Aviation Administration requires modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, Operator agrees to consent to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to enable the Authority to obtain said Federal Aviation Administration funds, provided that in no event shall such changes materially impair the rights of Operator hereunder or materially increase its obligations.

26. <u>Airport Security Program</u>

Operator 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 air operations area (AOA), and security identification display area (SIDA), 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 Operator shall pay or cause to be paid to the Authority all such charges as may be established from time to time by the Authority. 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 Authority.

Said I.D. Media will 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 will be valid for no longer than the period of this Agreement. The Operator shall be responsible for requesting the Authority issue I.D. Media to all employees or other persons who are authorized access to Security Identification Display Areas ("SIDA") on the Airport as designated in the Airport Security Program. In addition, Operator 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 Operator's personnel transferred from the Airport, or terminated from the employ of Operator.

Operator covenants that it will at all times maintain the integrity of the Airport Security Program and comply with all applicable provisions of 49 CFR Parts 1500, 1544, 1546, 1548, and 1550 as promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access which Operator maintains. The Authority shall have the right to require the Operator 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. Operator also hereby agrees that it shall be responsible for any and all of the actions of its employees, subcontractors, suppliers, agents, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport Security Program. Operator hereby agrees that it will immediately implement any and all security changes that are directed either directly or indirectly by the Transportation Security Administration ("TSA"), Federal Aviation Administration ("FAA"), or Authority. Operator further agrees to rectify any security deficiency or other deficiency as may be determined as such by the

Authority, or the Department of Transportation ("DOT"), the FAA, or the TSA, or any other federal or state agency with jurisdiction. In the event Operator fails to remedy any such deficiency, the Authority may do so at the sole cost and expense of Operator. The Authority reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency. When the Authority takes actions to remedy deficiencies of any kind, it shall be done in a reasonable and cost-conscious manner.

Should Operator, its employees, subcontractors, suppliers, agents, and/or representatives cause any security violations, and should Authority be cited for a civil fine or penalty for such security violation, Operator agrees to reimburse Authority for any monetary civil fine or penalty, which may be imposed on Authority by FAA or TSA, however, nothing herein shall prevent the Operator from contesting the legality, validity or application of such fine or penalty to the full extent Operator may be lawfully entitled. Operator may have I.D. Media/access privileges immediately suspended and/or revoked by Authority for failure to adhere to the Airport Security Program, or for failure to return all I.D. Media within the time-frames specified herein. Such actions may also be grounds for termination of this Agreement for non-compliance at the sole discretion of Authority, if such failure by Operator is not cured by Operator within thirty (30) days after receiving notice from Authority of such failure.

Before the Operator shall permit any employee to operate a motor vehicle of any kind or type on the AOA (unless such employee is escorted by a Authority-approved escort), the Operator shall ensure that all such vehicle operators possess current, valid, and appropriate Kansas driver's license, I.D. Media, and Vehicle Ramp Permit. Operator 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 Operator agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Operator acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts, and other unlawful activities at the Airport.

27. <u>Environmental</u>

(a) Operator shall have the right at its expense to conduct such environmental testing respecting the premises as is necessary to satisfy itself that the premises are environmentally sound and free of hazardous or toxic substances or waste of any kind, not caused by the Operator. In the event such testing is positive for such pre-existing substances, and Authority or a third party fails to remediate within 120 days of written notice from Operator of such positive test results, Operator shall have the right to terminate and cancel this Agreement without any liability for either party hereunder. If the Operator terminates the lease under these provisions after the commencement of construction, Operator shall restore the premises in a manner reasonably acceptable to Authority.

(b) The Operator hereby covenants that it will not cause or permit any hazardous substances to be placed, held, located or disposed of, on, under or at the premises, other than in the ordinary course of business and in compliance with all applicable laws.

(c) In furtherance and not in limitation of any indemnity elsewhere provided to the Authority hereunder, the Operator hereby agrees to indemnify and hold harmless the Authority 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 Authority 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 Agreement of 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, or any other 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) if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the Operator, or persons within the control of the Operator, its officers, employees, agents, and/or licensees, or if such hazardous substance was owned by, or located on the premises by, the Operator (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(d) If, during the term of this Agreement, the Operator 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 hazardous substance on the premises or in connection with the Operator's operations thereon or (ii) any complaint, order, citation or notice in connecting with Operator's conduct of its business at the Airport with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the Operator (an "Environmental Complaint") 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 Operator shall immediately notify the Authority in writing of said notice.

(e) The Authority shall have the right, but not the obligation, and without limitation of the Authority'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 hazardous substance or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any hazardous substance 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 Operator and/or which, in the reasonable judgment of the Authority, could jeopardize its interests under

this Agreement. If such conditions are caused by circumstances within the control of the Operator or if such circumstances result from a hazardous substance owned by, or located on the premises by, the Operator (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) then in such event, Authority shall allow Operator to perform any actions required under applicable environmental laws with respect to such environmental complaint or hazardous substances within a reasonable time under the circumstances, to include consideration for the safety and convenience of the Authority's tenants and the traveling public. In the event Operator fails or refuses to take such actions, Authority shall take such actions and all reasonable costs and expenses incurred by the Authority in the exercise of any such rights shall be payable by the Operator, within 30 days of written demand by the Authority.

(f) If Operator defaults in connection with its obligations pursuant to this Section 27, and fails to correct such default promptly following receipt of written notice of such default from Authority or any agency, the Operator at the request of the Authority shall periodically perform (at the Operator's expense) an environmental audit and, if reasonably deemed necessary by the Authority, an environmental risk assessment (each of which must be reasonably satisfactory to the Authority) of the premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Operator with respect to the premises. Such audit and/or risk assessment shall be conducted by an environmental consultant satisfactory to the Authority. Should the Operator fail to perform any such environmental audit or risk assessment within 90 days of the written request of the Authority, the Authority 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 Authority in the exercise of such rights shall be payable by the Operator on demand.

(g) Neither Operator nor Authority shall install or permit to be installed in the premises friable asbestos, electrical equipment containing polychlorinated biphenyls (PCBs), or any substance containing asbestos and deemed hazardous by federal or state regulations applicable to the premises and respecting such material. The Operator shall defend, indemnify, and save the Authority and the City of Wichita harmless from all costs and expenses (including consequential damages) asserted or proven against the Operator by any person, as a result of the presence of said substances, and any removal or compliance with such regulations, if said substance was installed by the Operator, or persons within its control.

(h) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the Authority hereby agrees to indemnify and hold harmless the Operator 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 Operator 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 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, 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 Operator, or persons within the control of the Operator, its officers, employees, agents, business invitees and/or licensees, or if such hazardous substance was owned by, or placed upon the premises by, the Operator (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 Authority).

28. <u>Indemnity</u>

Operator, 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 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 Operator'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 Authority. The Authority shall give to Operator reasonable notice of any such claims or actions.

Authority shall protect, defend and hold Operator, its officers, 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 Authority'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 Operator. The Operator shall give Authority reasonable notice of any such claims or actions.

Should Operator, its employees, subcontractors, suppliers, agents, customers, and/or representatives cause any violations of federal, state or local law, regulation or ordinance, and should Authority be cited for a fine or penalty for such violation, Operator agrees to reimburse Authority for any monetary fine or penalty which may be imposed on Authority. However, nothing herein shall prevent the Operator from contesting the legality, validity or application of such fine or penalty to the full extent Operator may be lawfully entitled, nor require Authority to pursue such a contest on Operator'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 Operator's occupancy of the Premises. The Operator shall use counsel reasonably acceptable to Authority in carrying out its obligations in this Section.

29. <u>Authority's Right to Develop Airport</u>

Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Operator and without interference or hindrance.

(a) Operator acknowledges that the Authority is seeking governmental approvals for the expansion of the Airport. Operator agrees to cooperate with Authority in connection with Authority's efforts to obtain such approvals. From and after the date of execution of this Agreement, Operator agrees (i) to support the Authority's efforts to obtain such approvals; and (ii) to execute any document(s) or instrument(s) reasonably requested by Authority in order to assist Authority in obtaining such approvals, provided that Operator shall not be required to bear any expense in connection therewith and the Operator shall not be deemed an agent of the Authority as a result of any such signature.

(b) This Agreement shall vest in Operator no right, title or interest whatsoever in or to any of the Authority lands or any adjacent lands or roadways, other than the right of using the same for the purpose of this Agreement and upon the terms and conditions set forth.

30. <u>Construction Inconvenience</u>

Operator agrees that from time to time during the Term, Authority shall have the right to initiate Airport construction, including but not limited to terminal facilities, roadways, parking areas for aircraft and ground vehicles, runways, and taxiway areas. Operator agrees that it shall not hold Authority, including its officers, agents, employees and representatives, liable for damages, of any nature whatsoever to it due to the Airport construction except to the extent due to the negligence or willful misconduct of Authority, its officers, directors, agents or employees. Operator shall hold Authority harmless for all damages arising out of or caused by inconveniences and/or interruptions of its activities at the Airport, and personal injury, including death, and property damage due to the Airport constructions.

31. <u>No Airport Hazard</u>

Operator expressly agrees to avoid and prevent any operation or activity which it operates which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute a hazard.

32. <u>Contract Interpretation</u>

(a) <u>Invalid Provisions.</u> It is expressly understood and agreed by and between the parties hereto that 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; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the Authority or the Operator in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

(b) Non-Waiver. The waiver by Authority of any breach of the Operator 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 Operator 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 Agreement. This Agreement 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 Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

(d) Applicable Law. This Agreement 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, and the laws, rules and regulations of the City.

(e) Successors. All covenants, representations, stipulations, and agreements in this Agreement shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.

(f) Governmental Rights and Powers. Nothing in this Agreement 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 Agreement; or impairing, exercising or defining governmental rights and the police powers of the Authority.

(g) Relation to Other Operators. This Agreement is separate and distinct from, and shall be construed separately from any other agreement between Authority and any other Operators at the Airport. The fact that such other agreement contains provisions, which differ from those contained in this Agreement, shall have no bearing on the construction of this Agreement.

(h) Authority to Execute. The individuals executing this Agreement on behalf of Operator personally warrant that they have the full authority to execute this Agreement on behalf of the Operator for whom they are acting herein.

(i) Headings. The sections and paragraph headings are inserted only as a matter of convenience and for references, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

(j) Consent. Whenever the consent or approval of either party is required under this Agreement, such consent or approval shall not be unreasonably withheld or delayed.

33. Notices

Notices to Authority provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

The Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67277-0130

Notices to Operator provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

Envoy Air Inc.
4301 Regent Blvd.
Irving, Texas 75036

ATTN: Kevin Ward

or to such other respective addresses as the parties may designate in writing from time to time.

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
"AUTHORITY"

By _____
Victor D. White, Director of Airports

ATTEST:

By _____

Title_____

ENVOY AIR INC.

By _____

Title _____

"OPERATOR"

APPROVED AS TO FORM: _____ Date: _____

Director of Law

Exhibit "B"

Monthly Statement of Gross Revenues
Signatory Airlines and Affiliates

For the Month of _____(month/year)
(Due on the 15th day of the following month.)

Company Name _____

1. **GROSS REVENUES:** $_____

2. Less (allowable deductions as listed in Section 10 of the Agreement):

   (a) Deductible taxes $_____

   (b) Equipment sales/trade-in $_____

   (c) Equipment or merchandise exchanged $_____

   (d) Supplies/merchandise/equipment refund $_____

   (e) Refunds to customers $_____

   (f) Sale of uniforms to employees $_____

   (g) Non-Airport business $_____

   TOTAL DEDUCTIONS **$(_____)**

3. **REPORTABLE REVENUE THIS MONTH** **$_____**
   (Line 1 less Line 2)

4. **PERCENTAGE FEE: 2 ½ % OF LINE 3** **$_____**

REMIT AMOUNT ON LINE 4 WITH THIS STATEMENT. MAKE CHECK PAYABLE TO:

Wichita Airport Authority
2173 Air Cargo Road
P. O. Box 9130
Wichita, KS 67277-0130

The undersigned states that the gross revenues detailed on this statement are true, and the percentage fee shown is due the Wichita Airport Authority in accordance with the Agreement.

_____	_____	_____
Authorized Officer	Signature	Date

Monthly Statement of Gross Revenues
Non-Signatory Airline

For the Month of _____(month/year)
Due on the 15th day of the following month.

Company Name _____

5. **GROSS REVENUES:** $_____

6. Less (allowable deductions as listed in Section 10 of the Agreement):

(h) Deductible taxes	$_____
(i) Equipment sales/trade-in	$_____
(j) Equipment or merchandise exchanged	$_____
(k) Supplies/merchandise/equipment refund	$_____
(l) Refunds to customers	$_____
(m) Sale of uniforms to employees	$_____
(n) Non-Airport business	$_____
TOTAL DEDUCTIONS	**$(_____)**

7. **REPORTABLE REVENUE THIS MONTH** **$_____**
   (Line 1 less Line 2)

8. **PERCENTAGE FEE: 5 % OF LINE 3** **$_____**

REMIT AMOUNT ON LINE 4 WITH THIS STATEMENT. MAKE CHECK PAYABLE TO:

Wichita Airport Authority
2173 Air Cargo Road
P. O. Box 9130
Wichita, KS 67277-0130

The undersigned states that the gross revenues detailed on this statement are true, and the percentage fee shown is due the Wichita Airport Authority in accordance with the Agreement.

_____ _____ _____

Authorized Officer Signature Date

Exhibit "C"

Monthly Statistical Report

For the Month of _____(month/year)
(Due on the 15th day of the following month.)

AIRLINE NAME_____
(A separate Exhibit should be submitted for each airline.)

1. PASSENGERS

	Enplaned	Deplaned	Total
Revenue	_____	_____	_____
Non-Revenue	_____	_____	_____
Total	==========	==========	==========

2. CARGO & MAIL (Pounds)

	Enplaned	Deplaned	Total
Cargo*	_____	_____	_____
Mail	_____	_____	_____
Total	==========	==========	==========

*Cargo includes freight plus express.

I certify that the above information is correct to the best of my knowledge and belief.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

SUBMIT TO:
The Wichita Airport Authority
Wichita Dwight D. Eisenhower Airport

2173 Air Cargo Road
P. O. Box 9130
Wichita, KS 67277-0130

Exhibit "D"

MONTHLY LANDED WEIGHT/FEE REPORT
(Due on the 15th day of the following month.)

FOR THE MONTH OF _____, _____

AIRLINE NAME _____
(A separate Exhibit should be submitted for each airline.)

1. AIRCRAFT LANDINGS

Aircraft Type	FAA Certified Maximum Gross Landing Weight	Number of Landings	Total Landed Weight
		_____	_____
Total		_____	_____

Divided by 1,000

Landed Weight (lbs): _____

Multiplied by the Landing Fee Rate of $ _____

Total Landing Fee Charges: $ _____

2. TERMINAL USE CHARGES

	Unleased Ticket Counter	Unleased Terminal Holdroom	Unleased Loading Bridge
Number of Times Used	_____	_____	_____
Current Fee	$_____	$_____	$_____
Total Terminal Use Charges	**$**_____	**$**_____	**$**_____

(Joint Use Charge is calculated based on number of landings.)

3. AIRCRAFT PARKING CHARGES (other than at leased gates)

	Parking Occurrences	Total Hours in Excess of 24 Hours Each Occurrence
Quantity	_____	_____
Current Fee	$_____	$_____
Total Parking Charges	**$**_____	**$**_____

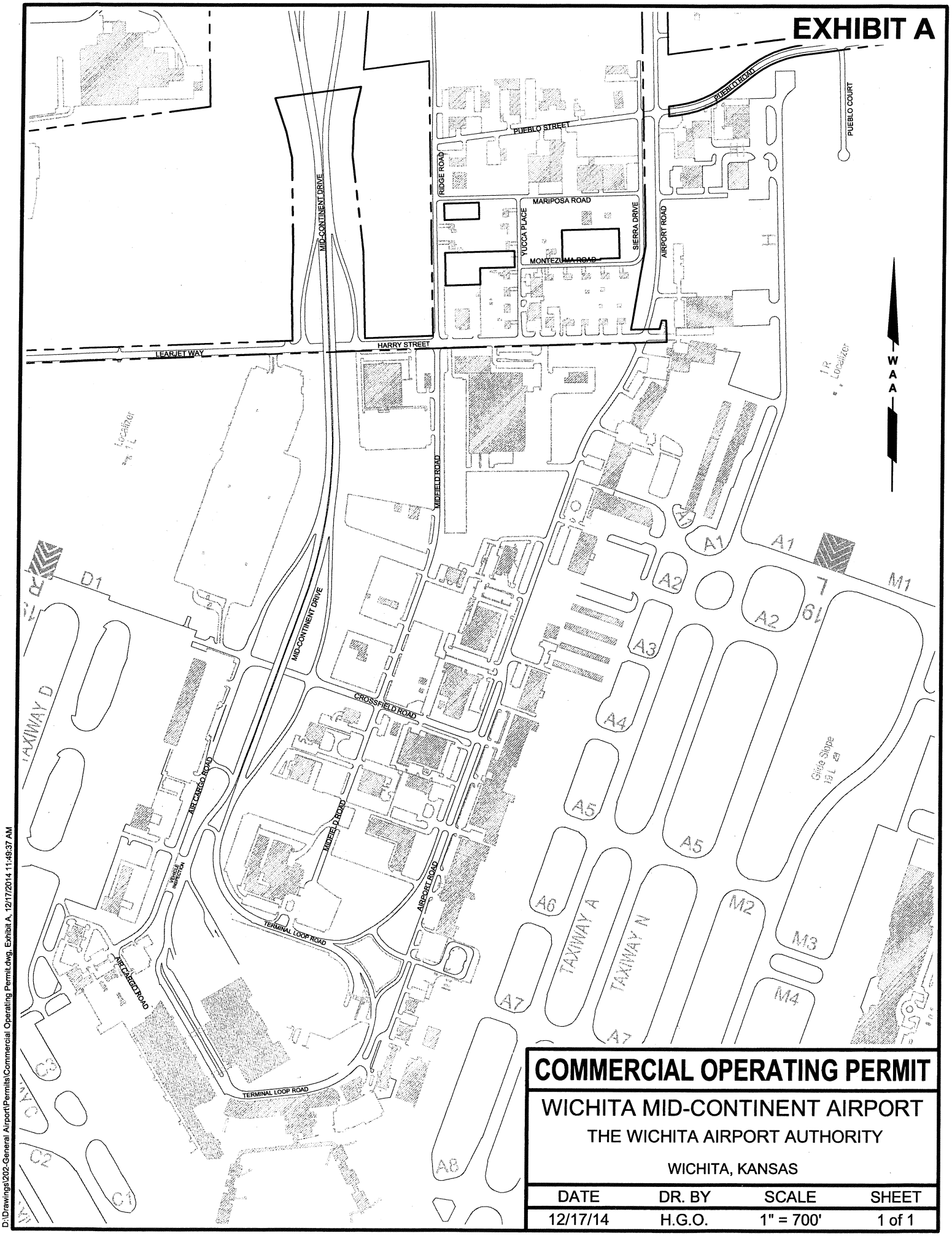
The undersigned certifies that the above information, according to the books and records of the Airline, is correct and that he/she is a corporate officer of Airline or has been authorized to provide the above information by a corporate officer.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

SUBMIT TO:
The Wichita Airport Authority
Wichita Dwight D. Eisenhower Airport
2173 Air Cargo Road
Wichita, KS 67209

EXHIBIT A



COMMERCIAL OPERATING PERMIT

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
12/17/14	H.G.O.	1" = 700'	1 of 1

D:\Drawings\202-General Airport\Permits\Commercial Operating Permit.dwg, Exhibit A, 12/17/2014 11:49:37 AM

City of Wichita
City Council Meeting
May 12, 2015

TO: Wichita Airport Authority

SUBJECT: Hawker Beechcraft Global Customer Support, LLC
Facilities Lease Supplemental Agreement No. 1
Paint Hangar – 2160 Airport Road;
Hangar #6 – 2184 Airport Road; and
Office Building – 2190 Airport Road

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: Since October 1988, the Wichita Airport Authority (WAA) has leased to Hawker Beechcraft Global Customer Support, LLC (Beechcraft) an office building located at 2190 Airport Road on Wichita Dwight D. Eisenhower National Airport. In 1996, Beechcraft constructed a 9,223 sq. ft. maintenance hangar located at 2184 Airport Road (Hangar #6). In addition, Beechcraft constructed a 9,440 sq. ft. paint hangar in 2014. On February 11, 2014, the WAA entered into a new lease with Beechcraft to continue leasing the facilities for a 26 year period.

Analysis: The current lease states the rent for the office facility shall be set at the then-current market value effective February 1, 2015. The land rent escalation has been modified to be consistent with airport leases previously approved and adopted by the WAA. Hangar #6 facility rent will begin on February 1, 2025, and shall be set at the then-current market value. The paint hangar facility rent will begin on January 1, 2041, shall and be set at the then-current market value.

Financial Considerations: Based upon the existing lease terms and subsequent negotiations with Beechcraft, the annual facility rent for the office facility is $54,374. The annual land rent effective for the next five-year period starting January 1, 2016 will be $131,949. The total annual revenue to the WAA next year will be $186,323.

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

Recommendations/Actions: It is recommended that the WAA approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

By and Between

WICHITA AIRPORT AUTHORITY

and

HAWKER BEECHCRAFT GLOBAL CUSTOMER SUPPORT, LLC

for

Paint Hangar – 2160 Airport Road
Hangar 6 – 2184 Airport Road
Office Building – 2190 Airport Road
Wichita Dwight D. Eisenhower National Airport
Wichita, Kansas

THIS SUPPLEMENTAL AGREEMENT NO. 1 is entered into this 12th day of May, 2015 between The Wichita Airport Authority, Wichita, Kansas (LESSOR) and Hawker Beechcraft Global Customer Support, LLC, (LESSEE).

WHEREAS, the parties previously entered into a Lease Agreement, dated February 11, 2014 for use of the improvements located at 2184 Airport Road, Hangar 6; 2190 Airport Road, Office Building, and to construct a paint hangar located at 2160 Airport Road; the combined real properties as in the Lease Agreement (Premises) on the campus of Wichita Dwight D. Eisenhower National Airport; and

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

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

1. LAND RENT DURING TERM

The schedule of Land Rent in Section 3 of the Lease Agreement is deleted and **replaced** with the following:

LAND RENT 2160 Airport Road, 2184 Airport Road and 2190 Airport Road 305,154 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
05/01/2013	-	04/30/2014	.3735	$113,975.02	$9,497.92
05/01/2014	-	04/30/2015	.3922	$119,681.40	$9,973.45
05/01/2015	-	12/31/2015	.4118	*$125,662.42	$10,471.87
01/01/2016	-	12/31/2020	.4324	$131,948.59	$10,995.72
01/01/2021	-	12/31/2025	.4540	$138,539.92	$11,544.99
01/01/2026	-	12/31/2030	.4767	$145,466.91	$12,122.24
01/01/2031	-	12/31/2035	.5005	$152,729.58	$12,727.46
01/01/2036	-	12/31/2040	.5255	$160,358.43	$13,363.20

*Partial Year

2. FACILITY RENT

Section 4 of the Lease Agreement is deleted and **replaced** with the following:

<u>Facility rental for the office facility located at 2190 Airport Road</u>

Effective February 1, 2015, the Facility Rent for Office Facility located at 2190 Airport Road shall be as follows:

Office Space:	5,348 sq.ft. @ $7.10/sq.ft.	= $37,970.80/year	$3,164.23/month
Warehouse/Garage:	3,875 sq.ft. @ $3.00/sq.ft.	= $11,625.00/year	$968.75/month
Basement:	4,778 sq.ft. @ $1.00/sq/ft.	= $4,778.00/year	$398.17/month

Therefore, the combined annual facility rental shall be $54,373.80, payable in monthly installments of $4,531.15, due on the first day of each month, expiring on January 31, 2025.

Facility rental for the office facility located at 2190 Airport Road commencing February 1, 2025 shall be set at the then-current market value of such facility as determined by a single independent third-party licensed and accredited commercial property appraiser with offices in Wichita, Kansas, and with experience in the local commercial property market**.** The appraiser shall be selected by agreement of the parties no later than October 1, 2024. In the event that the parties cannot agree on this selection within 15 days after notice is given, 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.

Hangar 6 Facility - 2184 Airport Road:

Facility rental for the Hangar 6 facility located at 2184 Airport Road shall commence on February 1, 2025. Facility rental for shall be set at the then-current market value of such facility as determined by a single independent third-party licensed and accredited commercial property appraiser with offices in Wichita, Kansas, and with experience in the local commercial property market**.** The appraiser shall be selected by agreement of the parties no later than October 1, 2024. In the event that the parties cannot agree on this selection within 15 days after notice is given, 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.

Paint Hangar Facility - 2160 Airport Road:

Facility rental for the Paint Hangar facility located at 2160 Airport Road shall commence on January 1, 2041. Facility rental for shall be set at the then-current market value of such facility as determined by a single independent third-party licensed and accredited commercial property appraiser with offices in Wichita, Kansas, and with experience in the local commercial property market**.** The appraiser shall be selected by agreement of the parties no later than September 1, 2039. In the event that the parties cannot agree on this selection within 15 days after notice is given, 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.

3. PUBLIC-USE RAMP AREA

Section 9 of the Lease Agreement is deleted and **replaced** as follows:

LESSEE agrees to be responsible for the management of the public-use ramp area included within the LESSEE's leasehold, for the purpose of providing aircraft parking and tie-down services to the general public on Wichita Dwight D. Eisenhower National Airport. This ramp area is included within the leasehold reflected on Exhibit "A", attached hereto and made a part hereof.

4. ENTRY TO RAMP LEASEHOLD

Section 10 of the Lease Agreement is deleted and **replaced** as follows:

Within the LESSEE's ramp leasehold, the LESSEE shall not preclude a competitor at the competitor's sole liability and risk from assisting the user of a disabled aircraft in placing the aircraft in a condition so it can be taxied or towed away from the leased area. Additionally, the LESSEE shall not preclude the user of LESSEE's ramp leasehold from servicing the user's aircraft on the LESSEE's ramp area. All work will be coordinated with LESSEE to assure safety and security of other aircraft under LESSEE's care, custody and control and the safety and security of LESSEE's facilities. LESSEE understands it has the same limited right to temporary access and use of the ramp leasehold of other tenants, subject to the same acceptance of sole liability and risk.

LESSEE shall not require users of the tie-down area to secure goods and services from LESSEE exclusively. However, a Fixed Base Operator other than the LESSEE must have permission from the LESSEE in order to enter LESSEE's leasehold to fuel aircraft parked on the ramp area managed by LESSEE and within LESSEE's leasehold.

5. OTHER TERMS

Except as amended by this Supplemental Agreement No. 1 to the Lease Agreement, all of the original terms and conditions of the Lease Agreement shall continue in full force and effect, and the Lease Agreement, as amended, is ratified and confirmed.

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:

By _____

By _____
HAWKER BEECHCRAFT GLOBAL
CUSTOMER SUPPORT
"LESSEE"

APPROVED AS TO FORM: _____ Date: _____
Director of Law