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Steven Av combined 175

CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. August 18, 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 August 11, 2015

AWARDS AND PROCLAMATIONS

- Proclamations:

Women's Right to Vote
Walk to End Alzheimer's Day

I. PUBLIC AGENDA

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

None

II. CONSENT AGENDAS ITEMS 1 THROUGH 16

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Public Hearing on the Establishment of the Kellogg and West Community Improvement District. (District IV)

RECOMMENDED ACTION: Adjourn the public hearing until September 8, 2015 at 9:00 a.m., or soon thereafter as the matter can be heard, in the City Council Chambers, to allow additional time for finalization of negotiations.

2. 2015 Community Services Block Grant - Employment and Training Contract.

RECOMMENDED ACTION: Approve the 2015 Community Services Block Grant Employment and Training contract with Workforce Alliance of South Central Kansas, Inc. and authorize the necessary signatures.

3. 2016 Federal Edward Byrne Memorial Justice Assistance Grant Application (JAG).

RECOMMENDED ACTION: Ratify the grant application for the 2016 JAG grant.

4. 2015-2024 Capital Improvement Program (CIP) Adoption.

RECOMMENDED ACTION: Adopt the 2015-2024 Capital Improvement Program.

5. Quarterly Financial Report for the Period Ended June 30, 2015.

RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the period ended June 30, 2015./

6. Design Concept for 21st Street and Oliver Improvements. (District I)

RECOMMENDED ACTION: Approve the design concept.

7. Design Concept and Supplemental Agreement No. 1 for Oliver, between 17th and 19th Streets. (District I)

RECOMMENDED ACTION: Approve the design concept, revised budget and supplemental agreement, adopt the amending resolution and authorize the necessary signatures.

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

8. Public Hearing: Repair or Removal of Dangerous and Unsafe Structures. (District IV)

Property Address

a. 201 S. Meridian

Council District

IV

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of August 18, 2015; (2) the structure has been secured as of August 18, 2015 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of August 18, 2015, as will be so maintained during renovation.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

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 16)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated August 17, 2015.

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

2. Applications for Licenses:

<u>Renewal</u>	<u>2015</u>	<u>Address</u>
Valerie Washington	Xcitement Video	3909 West Pawnee

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2015</u>	<u>(Consumption on Premises)</u>
Habh Bui	Saigon Restaurant**	1103 North Broadway
<u>Renewal</u>	<u>2015</u>	<u>(Consumption off Premises)</u>
Kamal Hasan	BD Truck and Gas***	3935 North Broadway

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

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

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

4. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. New and Revised Petitions for Improvements to Turkey Creek 3rd Addition. (District IV)
b. Storm Water Sewer Improvements in Fox Ridge Plaza Addition. (District V)

RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

6. Deeds and Easements:

- a. List of Deeds and Easements.

RECOMMENDED ACTION: Accept the documents.

7. Agreements/Contracts:

- a. Regency Retail, LLC Hold Harmless Agreement. (District II)

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

8. Property Acquisitions:

- a. Acquisition of a Temporary Construction Easement at 1602 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)
b. Acquisition of a Temporary Construction Easement at 1624 E. Pawnee for the Pawnee Avenue from Hydraulic Avenue to Poplar Drive Improvement Project. (District III)

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

9. Minutes of Advisory Boards/Commissions

Board of Building Code Standards and Appeals, July 6, 2015
Design Council, June 17, 2015

RECOMMENDED ACTION: Receive and file.

10. Eminent Domain Appeal Settlement - Dunnegan. (District II)

RECOMMENDED ACTION: Authorize the settlement of \$800,000.

11. Sale of City Property at Southeast Corner of Harry and Oliver. (District III)

RECOMMENDED ACTION: Approve the real estate purchase agreement and authorize all necessary signatures.

12. Amendment to Contract for Parking Management. (Districts I and VI)

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

13. Kellogg and Webb Sanitary Sewer Relocation Construction Funding. (District II)

RECOMMENDED ACTION: Approve the revised budget, adopt the amending resolution and amending notice of intent, and authorize the necessary signatures.

14. Triangle Park Knight Foundation Fund Grant. (District VI)

RECOMMENDED ACTION: Authorize staff to submit the Knight Foundation Fund grant application and authorize the necessary signatures.

15. Second Reading Ordinances: (First Read August 11, 2015)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

None

II. CONSENT HOUSING AGENDA ITEMS

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

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.

16. ***Steven Aviation Joint Venture - Non-Commercial Private Hangar Operator Use and Lease Agreement - Wichita Dwight D. Eisenhower National Airport.**

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

City of Wichita
City Council Meeting
August 18, 2015

TO: Mayor and City Council

SUBJECT: Public Hearing on the Establishment of the Kellogg and West Community Improvement District (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Adjourn the public hearing until September 8, 2015 to provide time for staff to finalize negotiations.

Background: On July 7, 2015, the City Council accepted a petition from Kellogg & West, L.L.C. (K&W) requesting the creation of a Community Improvement District (CID) for the redevelopment of property north of the intersection at Kellogg and West, to be called the Kellogg and West Community Improvement District. At the time the City Council accepted the petition and adopted a resolution stating its intent to consider the establishment of the proposed CID and setting August 4, 2015 as the time for a public hearing on this matter. On August 4, 2015, the City Council adjourned the public hearing to August 18, to allow additional time for negotiations.

Analysis: Development agreement negotiations are ongoing between staff and K&W. Additional time is required to define the roles and responsibilities of the City and K&W for the implementation and use of CID in the redevelopment of the area.

Financial Considerations: There is no financial impact.

Legal Considerations: Copies of the resolution setting the public hearing were mailed to all owners and occupants of property in the district and published twice in the City's official newspaper according to state law. The CID statutes allow for the City Council to adjourn a hearing on the creation of the district.

Recommendation/Action: It is recommended that the City Council adjourn the public hearing until September 8, 2015 at 9:00 a.m., or as soon thereafter as the matter can be heard, in the City Council Chambers, to allow additional time for finalization of negotiations.

Attachments: None

City of Wichita
City Council Meeting
August 18, 2015

TO: Mayor and City Council

SUBJECT: 2015 Community Services Block Grant - Employment and Training Contract

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the 2015 Community Services Block Grant Employment and Training contract with Workforce Alliance of South Central Kansas, Inc. and authorize the necessary signatures.

Background: The Community Services Block Grant (CSBG) is a Federal funding source which supports programs to address the needs of persons who have low incomes. CSBG funds are administered by the Kansas Housing Resources Corporation (KHRC) and are awarded by formula to Community Action Programs (CAPs) throughout the state. For over 30 years the City of Wichita has been designated as a CAP and received CSBG funding for Wichita and Sedgwick County. The Wichita Sedgwick County Community Action Partnership (WSCCAP) is a division of the Housing and Community Services Department and administers the CSBG program locally.

The Community Services Block Grant Review Committee (Review Committee) is the official administering board for CSBG funds and as such is required to fully participate in the development, planning, and evaluation of programs and operations supported by CSBG funds. These requirements are set forth in policies established by the KHRC.

As presented and discussed in the February 10, 2015 City Council meeting, staff prepared and submitted a Request for Proposals (RFP) seeking service providers to deliver employment and training services. The amount available under the RFP is \$160,674.

Analysis: The RFP sought proposer(s) to provide employment and training services to low-income adults (18 and older) who reside in Sedgwick County, with the ultimate goal being stable employment leading to self-sufficiency. Proposers were asked to identify the strategies they would implement and anticipated outcomes, in order to achieve this goal. Such strategies could include but not be limited to job placement, job retention (staying employed for 90 days or more), improved employability skills, completion of GED/secondary education and short-term post-secondary training, and improved money-management/financial literacy skills.

Two proposals were received from agencies in response to the RFP: Nonprofit Solutions, Inc., and the Workforce Alliance of South Central Kansas, Inc. Both proposals were evaluated by staff to ensure they met the threshold requirements. They were then distributed to the Review Committee, which was authorized by the City Manager to serve as the Selection Committee. The Review Committee met on July 29, 2015, to review the proposals. Following its review, the Review Committee selected the proposal submitted by the Workforce Alliance of South Central Kansas, Inc., and recommended funding in the full amount available: \$160,674.

The Review Committee felt that the Workforce Alliance proposal included a desirable blend of direct services and coordination of other resources, to assist the target population with job training as well as educational instruction necessary to achieve the program goals. It considered the fact that the Workforce

Alliance currently administers multiple employment and training programs in a broad array of career fields, including the Workforce Innovation and Opportunity Act (WIOA). It also operates the local American Job Centers or Workforce Centers in Sedgwick County and five surrounding counties. These one-stop Workforce Centers provide an extensive network of resources that will support job seekers as they search for employment and training or maintaining and advancing their careers.

Financial Considerations: There is no impact to the General Fund as a result of this action.

Legal Considerations: The Law Department has approved the 2015 Community Services Block Grant Employment and Training contract as to form.

Recommendation/Action: It is recommended that the City Council approve the 2015 Community Services Block Grant Employment and Training contract with Workforce Alliance of South Central Kansas, Inc. and authorize the necessary signatures.

Attachments: 2015 Community Services Block Grant Employment and Training Contract.

COMMUNITY SERVICES BLOCK GRANT

CONTRACT

THIS CONTRACT entered into this 1st day of October by and between the City of Wichita, Kansas (hereinafter referred to as the CITY) and the Workforce Alliance of South Central Kansas, Inc. (hereinafter referred to as the DELEGATE AGENCY).

WITNESSETH THAT:

WHEREAS, the CITY desires to enter into a contract with the DELEGATE AGENCY for the provision of certain services necessary to implement a Community Services Block Grant (CSBG) program in Wichita and Sedgwick County; and

WHEREAS, the cooperation of the CITY and the DELEGATE AGENCY is essential for successful implementation of the Employment and Training Services component;

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

SECTION 1. SCOPE OF SERVICES. The DELEGATE AGENCY, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the CITY and as outlined per Exhibit B.

SECTION 2. TIME OF PERFORMANCE. This contract shall cover services performed or to be performed by the DELEGATE AGENCY commencing October 1, 2015 and ending September 30, 2016. The services of the DELEGATE AGENCY are to commence as soon as practicable on the date of this contract and shall be undertaken and completed in such sequence as to assure their expeditious completion no later than the termination date of the contract.

SECTION 3. CONTRACT COMPLIANCE. The DELEGATE AGENCY agrees to perform contract services in accordance with the provisions of this contract, the Community Services Block Grant Program as defined in Title VI, Subtitle B of the Omnibus Budget Reconciliation Act and in revisions thereto (hereinafter referred to as the ACT), the Federal and State rules and regulations issued pursuant to the ACT, the Federal, State, and local laws and ordinances, the goals, objectives and requirements of the local Community Action Plan (hereinafter referred to as the PLAN) and all such general and special assurances included therein, and all correspondence and directives from the Kansas Housing Resources Corporation, the state level agency administering the CSBG Program and hereinafter referred to as KHRC, and the City's Wichita Sedgwick County Community Action Partnership (hereinafter referred to as WSCCAP) Manager.

SECTION 4. ESTABLISHMENT AND MAINTENANCE OF RECORDS. The DELEGATE AGENCY shall establish and maintain records as prescribed by the KHRC and/or the CITY, with respect to all matters covered by this contract. At a minimum, the DELEGATE AGENCY shall comply with the record retention and custodial requirements set forth in this Section.

A. Record Retention Policy.

The DELEGATE AGENCY shall retain all records pertinent to this contract, including but not limited to: financial, statistical, property, and participant records and supporting documents, for a period of three (3) years, subject to the qualifications set forth in Paragraph B.

B. Retention Periods.

1. The retention period will begin on the date of submission by the DELEGATE AGENCY of the annual or final expenditure report, whichever applies to the particular grant, except that the DELEGATE AGENCY shall retain records for nonexpendable property for a period of three (3) years after final disposition of the property.
2. The DELEGATE AGENCY must request in writing prior approval from the CITY for the destruction of any records relating to this contract.
3. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of issues which arise from it, or until the end of the regular three year period, whichever is later.

SECTION 5. ALLOWABLE COSTS. Funds generated under this contract may only be expended for purposes permitted under the provisions of the Federal and State Rules and Regulations pertaining to the ACT. Adjustments in the authorized expenditure budget included as Exhibit C may be requested by the DELEGATE AGENCY and will be considered and, if approved by the CITY, transacted in accordance with this contract's SECTION 22. Modification of Contract procedures herein provided. All such requests should be approved in writing with appropriate signatures obtained prior to the DELEGATE AGENCY incurring any unbudgeted expenditures or obligating unbudgeted funds for such expenditures. The City reserves the right to deny reimbursement for unbudgeted expenditures or obligations for which prior written approval has not been obtained.

SECTION 6. DOCUMENTATION OF COSTS. All contract costs shall be supported by documentation evidencing in proper detail the nature and propriety of the charges.

SECTION 7. REPORTS AND INFORMATION. The DELEGATE AGENCY, at such times and in such forms as the KHRC and/or the CITY may require, shall furnish to the KHRC and/or the CITY such statements, records, reports, data, and information as the KHRC and/or the CITY may request pertaining to matters covered by this contract. All reports, information, data, and other related materials, prepared or assembled by the DELEGATE AGENCY under this contract, are subject to the requirements of confidentiality set forth in K.S.A. 45-201 et seq.

Federal Financial Accountability and Transparency Act (FFATA)

I. Reporting Subawards and Executive Compensation.

1. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, [Pub. L. 111-5](#)) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. Where and when to report.
 - i. You must report each obligating action described in paragraph 1.1 of this award term to <http://www.fsr.gov>.

Community Services Block Grant, Employment & Training Services

- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
2. Reporting Total Compensation of Recipient Executives.
 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\)](http://www.usc.gov), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 2. Where and when to report. You must report executive total compensation described in paragraph 2.1 of this award term:
 - i. As part of your registration profile at <http://www.ccr.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
3. Reporting of Total Compensation of Subrecipient Executives.
 1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—

Community Services Block Grant, Employment & Training Services

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\)](#), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph 3.1 of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

5. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;

Community Services Block Grant, Employment & Training Services

- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see [17 CFR 229.402\(c\)\(2\)](#)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

SECTION 8. AUDITS AND INSPECTIONS. The DELEGATE AGENCY shall as required by the KHRC, CITY, State of Kansas, and/or Comptroller General of the United States make available for examination, to the KHRC, CITY, State of Kansas, and/or Comptroller General of the United States or their designated and authorized representative(s), all its records and data for the purpose of making audits, examinations, excerpts, and transcriptions.

SECTION 9. PROCUREMENT STANDARDS. The standards to be used for the procurement of supplies, equipment, and other materials and services with this contract's funds are those described in the Office of Management and Budget (OMB) Circular A-102, Grants Management Common Rules or in OMB Circular A-110, Subpart C, as applicable. These standards must be applied in accordance with procedures set forth in the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements," as provided in Exhibit A attached hereto. Further, the DELEGATE AGENCY shall avoid conflicts of interest, real or apparent, by observing the following requirements.

Purchase of American-Made Equipment and Products. In accordance with the sense of Congress relative to purchase of American-Made Equipment and Products, to the greatest extent practicable, all equipment and products purchased with funds made available under this contract should be American-made.

A. Code of Conduct.

The DELEGATE AGENCY shall maintain a written code or written standards of conduct that will govern the performance of its officers, employees, or agents in contracting with or otherwise procuring supplies, equipment, construction, or services with funds provided pursuant to this contract. These standards shall provide that no officer, employee, or agent shall:

1. Solicit or accept gratuities, favors, or anything of monetary value from suppliers or potential suppliers, including subcontractors under sub-recipient contracts; or
2. Participate in the selection, award, or administration of a procurement supported by contract funds subject to this section, where to the individual's knowledge, any of the following has a financial or other substantive interest in any organization which may be considered for award:
 - a) the officer, employee, or agent;
 - b) any member of his or her immediate family;
 - c) his or her partner; or
 - d) a person or organization that employs, or is about to employ, any of the above.

SECTION 10. DISCRIMINATION.

- A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services, or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex or age. [Reference Title VI of the Civil Rights Act of 1964 (Public Law 88-352)]. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the DELEGATE AGENCY receiving funds pursuant to this contract.

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- B. The DELEGATE AGENCY further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements" as provided in Exhibit A attached hereto.

SECTION 11. TRAFFICKING IN PERSONS. (U.S. Department of Health & Human Services (HHS))

1. Provisions applicable to a recipient that is a private entity.
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. HHS as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph 1.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.1 of this award term through conduct that is either—
 1. Associated with performance under this award; or
 2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HHS at 2 CFR part 376.
2. Provision applicable to a recipient other than a private entity. HHS as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 1. Is determined to have violated an applicable prohibition in paragraph 1.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HHS at 2 CFR part 376

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3. Provisions applicable to any recipient.
 1. You must inform HHS immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 1.1 of this award term.
 2. HHS right to terminate unilaterally that is described in paragraph 1.2 or 2 of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to HHS under this award.
 3. You must include the requirements of paragraph 1.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 2. A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

SECTION 12. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes, and regulations of the State of Kansas and local governments.

SECTION 13. ASSIGNABILITY. The DELEGATE AGENCY shall not assign any interest in this contract without prior written consent of the CITY.

SECTION 14. COPYRIGHTS. If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to regulations of the KHRC. The CITY and/or the KHRC reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.

SECTION 15. PATENTS. Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to the CITY and the KHRC for determination by the CITY and/or the KHRC as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest. All such determinations are subject to regulation of the KHRC.

SECTION 16. SECTARIAN ACTIVITY PROHIBITED. The funds provided under this contract shall not be used for the construction, operation, or maintenance of any facility used, or to be used, for sectarian instruction or as a place for religious worship.

SECTION 17. SMOKING PROHIBITIONS. In accordance with Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs wither directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

SECTION 18. POLITICAL ACTIVITY PROHIBITED.

- A. None of the funds, materials, property or services provided directly under this contract shall be used for partisan political activity.
- B. The funds provided under this contract shall not be engaged in any way in contravention of 5 USC 15.

SECTION 19. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation or appropriations pending before the Congress of the United States of America, the Legislature of the State of Kansas, the Wichita City Council, or the Sedgwick County Board of Commissioners.

SECTION 20. PAYMENTS.

- A. Compensation and Method of Payment. Compensation and method of payment from the CITY to the DELEGATE AGENCY relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the CITY.
- B. Total Payments. Total payments to the DELEGATE AGENCY from the CITY will not exceed \$160,674 as cited in the total of Exhibit C, attached.

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- C. Restriction on Disbursements. No contract funds shall be disbursed to a DELEGATE AGENCY or contractor except pursuant to a written contract that incorporates by reference the general conditions of this contract.
- D. Unearned Payments. Under this contract unearned payments shall be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the KHRC at any time; or if the Community Services Block Grant funds to the City of Wichita under the ACT are suspended or terminated.

SECTION 21. MODIFICATION OF CONTRACT. As a result of additional requirements, the CITY may require modification of this contract. The DELEGATE AGENCY agrees to accept this contract with the understanding that the contract may be modified. In the event the DELEGATE AGENCY is unable to comply with the required contract modification the CITY shall be notified by the DELEGATE AGENCY within 10 days, at which time the CITY may declare this contract canceled and proceed under the contract cancellation provisions herein provided. Further, in the event the DELEGATE AGENCY is unable to meet the contractual goals and/or obligations as specified herein or in any subsequent contract amendment, the DELEGATE AGENCY may request modification of the contract. Any request for modification of the contract by the DELEGATE AGENCY must be provided to the CITY in writing and must state the reason(s) and provide justification. Any modifications to this contract shall be in accordance with the following provisions:

- A. To provide necessary flexibility for the most effective execution of this project, subject to B. and C. below, changes to this contract may be effected by placing them in written form and incorporating them into this contract. Any contract modification must be approved in writing by both the CITY and the DELEGATE AGENCY.
- B. Any line item changes to the approved budget per Exhibit C must be requested and justified in writing. Line item changes exceeding \$25,000 must be presented to and approved by the City Council.
- C. Prior to any financial or programmatic change that would substantially alter the original intent of the contract, a written amendment shall be approved and signed by all signatories to the original contract and by the City Council.

SECTION 22. CONTRACT CANCELLATION. The City shall conduct a periodic and ongoing evaluation of the adequacy of performance of any or all sections of this contract by the DELEGATE AGENCY or its subcontractor. In the event of any failure of the DELEGATE AGENCY or its subcontractor to achieve 85% of the scheduled program goals as set forth in Exhibit B, the CITY reserves the right to require re-planning or other appropriate action within ninety days, which may involve reduction or deobligation of funds or cancellation of this contract; however, any of these actions shall not relieve the DELEGATE AGENCY of the requirement to achieve 100% of the performance goals by the termination date of this agreement.

Cancellation shall be effected by the CITY's notice of cancellation to the DELEGATE AGENCY, which shall specify the reasons for cancellation and the date upon which such cancellation becomes effective. Upon receipt of notice of cancellation the DELEGATE AGENCY shall: (1) discontinue further commitments of contract funds; (2) promptly cancel all subcontractors and agreements utilizing funds under this contract; (3) settle with the approval of the CITY all outstanding claims arising from such cancellation; and (4) submit, within a period of time to be specified by the CITY, a cancellation settlement proposal which shall include a final statement of the contract.

SECTION 23. TERMINATION CLAUSE. Upon breach of the contract by the DELEGATE AGENCY, the CITY by giving written notification may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through 28 or referenced therein, exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. This

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contract may also be terminated by mutual agreement of the parties or because the CITY's Community Services Block Grant funding is not appropriated or it is, or is to be, terminated or defunded. If contract termination occurs, as a result of factors other than breach of the contract terms by the DELEGATE AGENCY, the contract cancellation procedure set forth in Section 22 of this contract shall take effect.

SECTION 24. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the DELEGATE AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.), as amended.

SECTION 25. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT. All parties to this contract shall comply with all provisions contained in the Americans with Disabilities Act of 1990, as amended.

SECTION 26. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the DELEGATE AGENCY, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the CITY all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular product, products, or services purchased or acquired by the DELEGATE AGENCY pursuant to this contract.

SECTION 27. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COSTS PRINCIPLES. During the administration of this contract, the DELEGATE AGENCY shall comply with and adhere to all applicable provisions of 2 C.F.R. Part 200.

SECTION 28. PUBLICITY. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

SECTION 29. RENEGOTIATION. This contract may be renegotiated in the event additional or alternate sources of funding become available during the term of the contract.

SECTION 30. APPENDICES. All documents or exhibits referenced herein, all amendments or mutually agreed upon modification(s) made and signed by all parties to this contract, and all exhibits referenced below and attached hereto are hereby incorporated in this contract and made a part thereof as though fully set forth herein.

Exhibit A	Revised Non-Discrimination & Equal Employment Opportunity/Affirmative Action Requirements
Exhibit B	Performance Criteria, Contract Objectives
Exhibit C	Detail of Budget
Exhibit D	Contractual Provisions Attachment
Exhibit E	Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-free Workplace Requirements

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

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

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

- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity

or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

PERFORMANCE CRITERIA
CONTRACT OBJECTIVES

It is mutually agreed by and between the City of Wichita, Kansas (hereinafter referred to as the CITY) and the Workforce Alliance of South Central Kansas, Inc. (hereinafter referred to as the DELEGATE AGENCY) that it is the intent of this contract to continue to provide employment, education, and training services to approximately 25 existing clients already enrolled in the previous contract ending September 30, 2015, and up to a minimum of 80 additional new clients referred by the Wichita Sedgwick County Community Action Partnership (WSCCAP). WSCCAP shall determine the eligibility of individuals prior to referring individuals to the DELEGATE AGENCY. The DELEGATE AGENCY may also identify citizens possibly meeting eligibility criteria and submit to WSCCAP for review. WSCCAP will determine program eligibility based on incomes at or below 125% of federal poverty guidelines, and then refer to DELEGATE AGENCY for services if CSBG eligibility guidelines are met. The geographic area to be served under this contract includes all areas within the county limits of Sedgwick County, Kansas.

FIRST, the DELEGATE AGENCY understands and agrees that performance under this contract will be evaluated by the CITY's Wichita Sedgwick County Community Action Partnership (hereinafter referred to as the WSCCAP).

SECOND, the DELEGATE AGENCY shall notify the WSCCAP whenever it is unable to provide the quantity or quality of service required under this contract. Upon such notification, the WSCCAP shall determine whether such inability will require a modification or cancellation of the contract or a reduction in the payments to the DELEGATE AGENCY.

THIRD, it is understood that DELEGATE AGENCY records used in preparation of all reports submitted pursuant to this agreement are subject to review by the CITY and/or its agent to ensure the accuracy and validity of the information reported. The WSCCAP will conduct onsite monitoring visits at least annually.

FOURTH, the DELEGATE AGENCY understands and agrees that the \$160,674 in Community Services Block Grant Program funds shall be the maximum amount provided by the CITY under this contract per Exhibit C. Costs exceeding \$160,674 shall be born in full by the DELEGATE AGENCY.

CONTRACT PROVISIONS SPECIFIC TO THE PROJECT'S SCOPE OF SERVICES

The CITY and the DELEGATE AGENCY mutually understand and agree to the following provisions under this contract:

1. The DELEGATE AGENCY will provide integrated case management, group and/or individual class programs and training and educational opportunities to a minimum of 105 customers referred by WSCCAP for the purpose of preparing them for employment.
2. The DELEGATE AGENCY will provide and/or coordinate employment, educational and training services to a minimum of 105 customers referred by WSCCAP as appropriate; 65 percent of total referrals will complete an orientation provided by the DELEGATE AGENCY and participate in job search/case management activities; 60 percent of those attending orientation will obtain pre-employment skills through workshops and one-on-one coaching; 60 percent of participants will obtain employment; and 75 percent of participants entering employment will retain their employment for 90 days or more. At a minimum, 9.5 percent of participants will attend short-term occupational skills training, which also includes on-the-job training, in demand occupations with industry recognized certifications.
3. Through a contractual agreement with the DELEGATE AGENCY, CSBG funds are used to provide only employment, educational and training services to a minimum of 105 customers referred by WSCCAP. The DELEGATE AGENCY provides case management and coordinates the employment, training and educational services to a minimum of 105 customers referred by WSCCAP. Educational services may include but not be limited to: GED/Secondary Education and Short-term Post-secondary training, and On-the-Job training. No DELEGATE AGENCY equipment or materials may be purchased.
4. The DELEGATE AGENCY agrees that all payments under this contract shall be in accordance with established budgeting, purchasing, and accounting procedures of the CITY.
5. The DELEGATE AGENCY agrees to make written requests to the CITY for cost-reimbursement during the contract period. This is a cost-reimbursement contract. Disbursement of funds under this contract may be

requested only for necessary, reasonable, and allowable costs described therein, and for which the DELEGATE AGENCY has made payment during the period of performance set forth in Section 2. The City agrees to reimburse the DELEGATE AGENCY for such costs, and payment shall be made upon receipt of a request for reimbursement form, CSBG 2015/2016 Cost Control Statement accompanied by a monthly progress report from the DELEGATE AGENCY specifying the services performed and expenses incurred. All requests for reimbursement must be accompanied by an invoice which identifies the address to which payment should be remitted, documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of checks, time sheets, etc.), the names of clients who received the services, and other supporting documentation. Supporting documentation must be accompanied by an agency payment voucher providing this information. Requests for Reimbursement must be received by the 20th day of the month following the month during which the services were provided.

6. The DELEGATE AGENCY agrees to claim reimbursement only from the City under this Agreement and not for any portion of its obligations that have been paid by another source of revenue.
7. The DELEGATE AGENCY agrees that CSBG funds shall not be disbursed except pursuant to a written contract, which incorporates by reference the general conditions of this Agreement. Disbursements may be imposed by the City at any time or if the entitlement funds to the City of Wichita under the Federal Act(s) are suspended or terminated. If funds under the Federal Act(s) are suspended or terminated, notification to the DELEGATE AGENCY will be in writing as soon as possible.
8. The DELEGATE AGENCY agrees that all payments made are subject to its compliance with this Agreement. Any breach of the contract is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.
9. The DELEGATE AGENCY agrees that closeout billings must be submitted on or before September 30, 2016. If not submitted, the unexpended funds shall revert to the City of Wichita.
10. The DELEGATE AGENCY agrees to provide fiscal reports, listing financial expenditure information in the detail required for the City to determine the financial status of the project and the amount of funds expended for applicants served during the reporting time period. The City will specify in writing the reporting periods for the fiscal reports and the dates that they are due.
11. The DELEGATE AGENCY agrees to provide such demographic reports as are determined necessary by the City and the Kansas Housing Resources Corporation.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form then that form must be altered to contain the following provision:

"The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of October 2015.

TERMS HEREIN CONTROLLING PROVISIONS:

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

AGREEMENT WITH KANSAS LAW:

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

TERMINATION DUE TO LACK OF FUNDING APPROPRIATION:

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

DISCLAIMER OF LIABILITY:

Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).

ANTI-DISCRIMINATION CLAUSE:

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of the preceding paragraph (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

ACCEPTANCE OF CONTRACT:

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

ARBITRATION, DAMAGES, WARRANTIES:

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

REPRESENTATIVE'S AUTHORITY TO CONTRACT:

By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

RESPONSIBILITY FOR TAXES:

The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

INSURANCE:

The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

INFORMATION:

No provisions of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq.*

THE ELEVENTH AMENDMENT:

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

EXHIBIT – E

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS

Lobbying: This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned contractor certifies that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters: This certification is required by the Federal Regulations, implementing, Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (2 CFR Part 376).

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Community Services Block Grant, Employment & Training Services

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Drug-Free Workplace: This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), and Department of Health and Human Services (2 CFR Part 382).

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
 3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
 4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
 5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
 6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
 - Controlled substance** means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
 - Conviction** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
 - Criminal drug statute** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
 - Employee** means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All *direct charge* employees; (ii) All *indirect charge* employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees or subrecipients or subcontractors in covered workplaces).
- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

Community Services Block Grant, Employment & Training Services

- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to an y employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c) , (d), (e) and (f).

Community Services Block Grant, Employment & Training Services

Workforce Alliance of South Central Kansas, Inc.

Contract Number _____.

Keith Lawing, President and Chief Executive Officer

Date

CITY OF WICHITA

Jeff Longwell, Mayor
City of Wichita

Date

ATTEST:

Karen Sublett, City Clerk

Date

APPROVED AS TO FORM:

Jennifer Magana
Director of Law and City Attorney

Date

City of Wichita
City Council Meeting
August 18, 2015

TO: Mayor and City Council

SUBJECT: 2016 Federal Edward Byrne Memorial Justice Assistance Grant Application (JAG)

INITIATED BY: Police Department

AGENDA: New Business

Recommendation: Ratify the submission of the grant application and acceptance if awarded.

Background: In 2013, the Wichita Police Department (WPD) applied for the 2014 Federal Edward Byrne Memorial JAG, administered by the Kansas Governor’s Federal Grants Program. WPD was awarded \$201,204 for the purchase of the Leica ScanStation C10 3-Dimensional (3-D) Laser Scanning System.

In mid-June 2015, WPD received solicitation notification on the 2016 JAG grant and it is estimated that approximately \$2 million will be available. This is a competitive grant; however, WPD staff applied and requested \$159,086 for the purchase of Police equipment. The funding cycle is for 12 months from October 1, 2015 to September 2016.

The grant application has been signed by the City Manager and submitted in order to meet the deadline, pursuant to Administrative Regulation 2.4.

Analysis: The Wichita Police Department will use the JAG funding for law enforcement purposes to ensure public safety. Under the City of Wichita’s Safe and Secure Initiative, the funding will help ensure the Police Department can continue its emphasis on the community policing philosophy.

Financial Considerations: The Wichita Police Department requested \$159,086 from the 2016 JAG grant for Police equipment and no Local Match is required.

Legal Considerations: The grant application was reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council ratify the grant application for the 2016 JAG grant.

Attachments: Copy of grant application submission.

Kansas.gov: The Official Web site of the State of Kansas

2016 JAG Application

submitted 7/29/15 @ 1:06 PM

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General Information Verification

Use the tabs above to navigate through the application process.

Verify the information below is correct then select "Continue." Select "Modify" to edit any of the information.

Applicant Identification

Agency Name: **City of Wichita Police Depart**

FEIN: **48600065311**

Street Address: **455 N. Main**

City: **Wichita**

State: **KS**

Zip Code: **67202**

County: **Sedgwick**

Web site:

Authorized Certifying Official

I understand that I am responsible for who has access to this login information. I will provide a letter authorizing any additional individual(s) to use this account.

Name: **Michelle Meyer**

Title: **Fiscal Analyst**

Phone: **316-268-4115**

Fax: **316-858-7704**

E-mail: **dtnguyen@wichita.gov**

Primary Contact

The primary contact listed will receive ALL correspondence from this office.

Name: **Debbie Nguyen**

Portal Policies | Help Center | Site Survey

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Phone: **316-268-4115**

Fax: **316-268-7909**

E-mail: **dtnguyen@wichita.gov**

Project Information

Proposed Grant Project Name: **2016 Officer Safety Equipment Grant**

County(ies) in which proposed grant project will operate: **Sedgwick**

Description of proposed grant project: **Funding will be used to purchase safety & enforcement equipment for Police staff; which will ultimately, contribute to the overall improvement of public safety within the community.**

If awarded, these funds will:

Enhance or expand a grant project or service activity NOT previously funded by JAG.

2016 JAG

Completed 7/28/15

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General Information Confirmation

Use the tabs above to navigate through the application process.

Congratulations, the General Information section of this grant application has been successfully completed. Continue to another section by selecting one of the tabs above.

If this was the last section that needed to be completed for this application, please move directly to the Submit tab. If for any reason the information in this section needs modified, this can be done in the Submit tab.

[Edit General Information](#)

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- Other
- Summary

Budget: Equipment Verification

Use the tabs above to navigate through the application process.

► Indicates required information

Type: **Equipment/Fixed assets**

Dollar Amount: **\$159,086**

Description: **Safety & enforcement equipment for Police staff: 200 Batons x \$17.84 = \$3,568, 200 Helmets x \$132.59 = \$26,518, 200 Gas Masks x \$422 = \$84,400, 200 Shields x \$223 = \$44,600.**

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Personnel | Benefits | Travel | Supplies | Facility | **Equipment** | Contractual | Other | Summary

Budget: Equipment

Use the tabs above to navigate through the application process.

Any Incomplete areas must be modified to contain a dollar amount. If there is no dollar amount for an area enter \$0.

Type	Dollar Amount	Action
Equipment Repair & Maintenance	\$0	Modify
Equipment/Fixed assets	\$159,086	Modify

Equipment Total:
 \$159,086

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Budget: Summary

Use the tabs above to navigate through the application process.

The following areas of this section have been successfully completed. To submit the application for review each section must be completed. A completed section is indicated by a  icon. An incomplete section is indicated by a  icon.

Status	Budget Area	Action	Dollar Amount
	Personnel	Modify	\$0
	Fringe Benefits	Modify	\$0
	Travel/Training	Modify	\$0
	Supplies/Communications	Modify	\$0
	Facility	Modify	\$0
	Equipment	Modify	\$159,086
	Contractual Services	Modify	\$0
	Other	Modify	\$0
Grand Total:			\$159,086

Please continue to another section by selecting one of the tabs above or if this was the last section that needed to be completed, please move directly to the Submit tab. If for any reason the information in this section needs modified, this can be done in the Submit tab.

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Attachment Confirmation

Use the tabs above to navigate through the application process.

The minimum number of attachments required for this grant application have been uploaded. More attachments may be added by selecting the link below. If there are not any additional attachments, continue to another section by selecting one of the tabs above.

If this was the last section that needed to be completed for this application, please move directly to the Submit tab. If for any reason the information in this section needs modified, this can be done in the Submit tab.

[Add Attachment](#)

Program Narrative
Agency Budgets
Federal Certifications

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Submit Application for Review

Use the tabs above to navigate through the application process.

The following sections of this application have been successfully completed. To submit the application for review each section must be completed. A completed section is indicated by a  icon. An incomplete section is indicated by a  icon.

Status	Application Section	Action
	General Information	Modify
	Budget	Modify
	Attachments	Modify

After the application has been successfully submitted, the information can no longer be edited, but can be viewed.

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Introduction	General Info.	Budget	Attachments	Submit
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Application Submitted Successfully *on 7/29/15 @ 1:06 PM*

Use the tabs above to navigate through the application process.

 The submission was successful.

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Project Narrative

Prior Accomplishments:

The Wichita Police Department has developed a practical plan to ensure that consistent police services will be provided to the citizens of the City of Wichita. A key element of this plan is the effective use of limited resources through proper planning and anticipation of future events. With funding provided in the recent past we have acquired and deployed the Leica Scan Station Project with grant funding in 2014.

In the past years we have used grant funding to purchase digital cameras for patrol vehicles in the field. We also purchased traffic safety vests to assist in officer safety during traffic control. The Department utilizes an E-Citation program now that was funded in part with grant funding.

We anticipate that the use of grant funding to purchase new riot helmets, shields, gas masks and batons will be implemented in such a way to enhance officer safety and hold true to the goals of the grant guidelines. The Department did not receive a 2015 JAG award.

Statement of the Problem:

The Wichita Police Department is a located in south central Kansas. It is the largest police department in Kansas with 647 sworn officers. The City of Wichita has a population of approximately 386,000 people according to the US Census Bureau. Wichita has a race breakdown of 75.2% Caucasian, 11.42 % African American, 3.96% Asian. The Hispanic or Latino population is 9.62 %.¹

¹ 2000 U.S. Census data

Several key goals have been identified for the City of Wichita. One of the goals is to maintain a safe and secure city. We are using this goal to underscore our need to update and purchase additional riot control gear for officers tasked with protecting our streets during times of civil unrest.

The Wichita Police Department has been proactive in protecting the community using a philosophy of Community Policing. The entire city is subdivided into response zones called, beats. Each beat is assigned a Beat Coordinator. The Beat Coordinator is responsible for performing a variety of services to the citizens on the beat they patrol. First, they are a point of contact for the rest of the beat officers assigned to that team. They handle intra-shift communication on crime trends, neighborhood complaints and other issues that arise during the course of patrol duties.

The Beat Coordinator is a point of contact for the citizens within the community. This represent a hub for community members to come to with information, questions or other queries that need to be addressed. The Beat Coordinator can often times help the citizen navigate through the legal issues they are involved in, as well as use the background the Beat Coordinator has to make working with local government easier.

This system of designating officers to be involved in the community they serve is a stability mechanism for when a neighborhood has concerns a place they can constructively vent those concerns and be heard. However, in light of recent events around the country in places such as Ferguson and Baltimore, there are concerns about what happens when a police department is in the middle of enforcing the laws of peaceful protest, and protesters become

errant in their protesting, to the point they become violent against those tasked with keeping the peace.

The Wichita Police Department is not immune from such disturbances. From our history of the Herman Hill Park riots of 1979 and the 21st Street Riot in April 1980, we have learned that “this civil disorder began spontaneously and was not planned.”² Because of the spontaneity of the events, officers need to be prepared at a level that they can respond in a timely manner fully equipped to deal with a mass disturbance.

While the Wichita Police Department maintains equipment to deal with civil unrest, amount of equipment available and the condition of the equipment is important to note has not changed in the last few years. We have needed to increase our ability to respond to a large scale civil unrest with necessary equipment. Those items include helmets capable of taking large thrown objects, while protecting the eye sight of the officer with a shield. Another item is a shield that can be used to deflect thrown objects and batons to deflect objects and keep advancing crowds at bay. Finally, gas masks are being requested in the event that tear gas or other chemical crowd control munitions are used.

While researching this project, staff of the Department concurred with the recommendation that nearly 200 sets of equipment be obtained and made ready for use for a major civil disturbance. This equipment would be staged at the four sub stations, geographically divided in the city. This would allow a wide range of deployment options should the need arise.

Looking at a minimum of three bids per item, we project a cost breakdown of the following for 200 each of:

Wood Batons--\$3,568.00

² Wichita Police Department, 1971 – 2000 History Book, p. 194

Helmets--\$26,518.00

Gas Masks--\$84,400

Shields--\$44,600

For a total cost of \$159,086.

Grant Project Goals(s) and Objectives

The proposed project is a law enforcement program with the goal of maintaining public safety during incidents of increased civic unrest.

Goal #1—Provide safety and protection for crowds involved in a situation of civil unrest.

Objectives:

#1—through the proper equipment being on hand, loss to human life and injury is reduced

#2—through proper equipment being on hand, loss and damage to property can be minimized.

Goal #2—Provide safety and protection for Law Enforcement Officers involved in a situation of civil unrest.

Objectives:

#1—through the proper equipment being on hand, officer safety is promoted and risk of injury is reduced.

#2—through proper equipment being on hand, loss and damage to police owned property can be minimized (i.e. patrol cars, and equipment)

Grant Project Performance Measures and Results

The Wichita Police Department uses a variety of ICMA performance measures as well as some internal mechanisms to track performance over time. This project will be no different. We will use quantifiable data to show the effectiveness of the equipment purchased when put into use.

1. We will identify workers compensation claims as a result of a civil act of disobedience
2. We will record property damage to structures, vehicles and other land marks as a baseline for reporting size and scope of the act of civil disobedience.
3. We will record incidents with body worn cameras (to be established by the end of 2015) for training and after action reporting of the effectiveness of protective equipment.

Grant Project Staff

The acquisition of the riot safety equipment does not need any grant project staff.

Grant Project Collaboration

The acquisition of the riot safety equipment is for the Wichita Police Department. However, that being stated we would be the keeper of the equipment. While we are good stewards of the equipment, that includes making our equipment available to other law enforcement departments within Sedgwick County that are in need of resources during times of great need.

We routinely are involved in assisting the needs of other departments (approximately 20 other law enforcement agencies within Sedgwick County) as a way to leverage our ability to provide quality law enforcement services.

As with previous grants including the Leica Scan grant for 2014, we have utilized our equipment to assist Sedgwick County and any other agency that might have requested it. We understand that as the largest agency in the state we need to be willing to share our resources when necessary.

Sustainability

The Wichita Police Department will be responsible for maintaining the equipment to manufacturer standards. We do not anticipate that the riot control equipment will need major service during its useful life cycle. With the exception of gas masks and canisters that are prone to have regular inspections and canisters that can go out of date, we will monitor their use and replace as necessary with existing funds.

Criminal History Record Information

The Wichita Police Department is meeting the statutory requirements (K.S.A. 22-4701 et. Seq) for submission of criminal history records to the Kansas Bureau of Investigation.

Civil Rights Contact Information

Susan Leiker, Human Resources

City of Wichita

455 N Main, 2nd Floor

Wichita, KS 67202

316-269-4723

DUNS Number and SAM Registration

Duns # 043063460

SAMS expiration date: 05/28/2016

Current Audit Report

Allen, Gibbs, Houlik LC (Certified Public Accountants)

301 N . Main, Suite 1700

Wichita, KS 67202

Last Audit covers year ending December 31st, 2014

Last Audit was completed June 29, 2015

Audit was filed to Wichita.gov, Finance Department of the City of Wichita.

WICHITA POLICE DEPARTMENT

FIELD SERVICES DIVISION

CURRENT FISCAL YEAR BUDGET: Jan 1 – Dec 31, 2015

<u>Income</u>	<u>Amount</u>	<u>Status</u>	<u>Date</u>	<u>Expenses</u>	<u>Amount</u>
City of Wichita	\$13,500	Received	8/2014	Commodities	\$0
City of Wichita	\$42,500	Requested	8/2015	Commodities	\$0
2015 Edward Byrne Memorial JAG	\$16,748	Requested	6/2015	Commodities	\$0
Total	\$72,748			Total	\$0

NEXT FISCAL YEAR BUDGET: Jan 1 – Dec 31, 2016

<u>Income</u>	<u>Amount</u>	<u>Status</u>	<u>Date</u>	<u>Expenses</u>	<u>Amount</u>
City of Wichita	\$56,000	Requested	8/2015	Commodities	\$0
Total	\$56,000			Total	\$0



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Federal Certifications (Attachment)

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

City of Wichita - Police Department
455 N. Main
Wichita, KS 67202-1600

2. Application Number and/or Project Name

2016 Officer Safety Equipment Grant

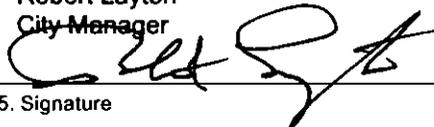
3. Grantee IRS/Vendor Number

48-6000653

4. Typed Name and Title of Authorized Representative

Robert Layton
City Manager

5. Signature



6. Date

7/24/15

**City of Wichita
City Council Meeting
August 18, 2015**

TO: Mayor and City Council
SUBJECT: 2015-2024 Capital Improvement Program (CIP) Adoption
INITIATED BY: City Manager’s Office
AGENDA: New Business

Recommendations: Adopt the 2015-2024 Capital Improvement Program.

Background: The Capital Improvement Program (CIP) represents a long-term plan for improvement to infrastructure in the City of Wichita over a ten-year period. A total of 221 projects are included in the plan. The CIP also is a financial plan, outlining the projected status of the various funds that are used to finance improvements. Staff began work on the current CIP in November 2014. The Proposed CIP was presented to the City Council in a workshop on March 24, 2015. Extensive public engagement occurred after the workshop, including two meetings with the Bicycle-Pedestrian Advisory Board (April 14, 2015 and July 6, 2015), two meetings with the Advanced Plans subcommittee of the Metropolitan Area Planning Commission (April 16, 2015 and July 2, 2015), and presentations at all six District Advisory Boards (May 4, 2015 –May 20, 2015). Another City Council workshop was held on June 16, 2015. Most recently, the CIP was presented to the Metropolitan Area Planning Commission (MAPC) on July 9, 2015.

Analysis: The Proposed 2015-2024 CIP totals \$1.9 billion. This includes \$361 million in freeway improvements, \$567 million in arterial improvements, \$617 million in Water and Sewer improvements, \$151 million in public facility improvements, \$50 million in Park improvements, and a total of \$131 million in other improvements.

The CIP has been developed consistent with themes in the draft Comprehensive Plan, is based on current revenue policies and structure, and maintains debt within benchmark levels.

- Comprehensive Plan Themes - These themes include investing in the quality of community life, taking better care of what we have, and providing for balanced growth, while focusing on established areas. The CIP includes funding for new Park improvements, maintaining residential streets, and maintaining buildings. General Obligation (GO) at-large funding for arterials is split nearly equally between new growth and existing neighborhoods.
- Current Revenue Policies - The CIP would not change the mill levy for the Debt Service Fund (used to finance GO at-large debt). This mill levy is projected to remain at 8.5 mills. No change is proposed to the Stormwater Equivalent Residential Unit (ERU) rate. Water and Sewer rates necessary to fund projects recommended in the CIP are included in the Cost of Service Analysis (COSA) that Public Works staff are responsible for maintaining.
- Debt Within Benchmarks - Debt levels will increase based on the CIP. This is based largely on an aggressive freeway construction program on East Kellogg (leveraging funding from both the Kansas Department of Transportation (KDOT) and the Kansas Turnpike Authority (KTA)) and a number of GO at-large projects that were initiated or are scheduled to be completed in the next few years. However, debt levels will increase less than originally anticipated. The benchmark for GO at-large debt is no greater than 66.7% of property tax revenues. That level is projected to rise to 66.0% in 2019, before falling back to 40.9% at the end of the CIP planning period (2024).

The CIP represents the overall plan for the City's infrastructure improvements. However, there is a great deal of flexibility included in the planning process. Each project approved within the framework of the CIP is returned to the City Council for approval before any work may begin. This provides the opportunity to fine tune the actual implementation of the items included in the CIP. In addition, the CIP will be revised and re-submitted to the City Council for approval on an annual basis. This again provides the opportunity to re-evaluate priorities or funding options and to adjust the long-term CIP. For example, Public Works and Utilities staff will continue studying water supply options, as well as financing options through an updated COSA model. Staff also plans to review the Stormwater Utility revenue structure and financial capacity. Both of these efforts will most likely impact the CIP when it is next revised.

Financial Considerations: The Proposed CIP is financed with \$292.5 million in GO at-large funding, \$305 million in Local Sales Tax funding, \$617 million in Water and Sewer funds, \$302.5 million in special assessments, \$283 million in federal and state funds, and \$77 million from other funding sources. The financial projections included in the CIP are based on current revenue policies, including a projected Debt Service Fund mill levy rate of 8.5 mills. Debt levels projected in this CIP are forecasted to rise, but remain within benchmark levels.

Legal Considerations: KSA 12-748 requires the Metropolitan Area Planning Commission to review the CIP to make a finding as to whether the plan is in conformance with the adopted comprehensive plan. This finding was made on July 9, 2015.

Recommendations/Actions: It is recommended that the City Council adopt the 2015-2024 Capital Improvement Program.

City of Wichita
City Council Meeting
August 18, 2015

TO: Mayor and City Council
SUBJECT: Quarterly Financial Report for the Period Ended June 30, 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 June 30, 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 June 30, 2015.

Attachment: Quarterly Financial Report

**City of Wichita
City Council Meeting
August 18, 2015**

TO: Mayor and City Council

SUBJECT: Design Concept for 21st Street and Oliver Improvements (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the design concept.

Background: On April 28, 2015, the City Council approved an agreement with MKEC Consultants to design improvements to the intersection of 21st Street North and Oliver. On August 3, 2015, the District I Advisory Board voted unanimously in favor of the proposed design concept.

Analysis: The intersection of 21st Street and Oliver is currently signalized, with single left turn lanes on all approaches. The intersection also includes an outdated free flowing right turn lane for westbound traffic, which can be a safety issue with pedestrian traffic. The intersection is in need of upgrades in conjunction with the development of the Wichita State University Innovation Campus plan and the anticipated increase in traffic counts. The design concept of the proposed improvements consists of the following:

- New traffic signals, brick crosswalks and connections to existing sidewalks
- Dual left turn lanes on all approaches; and
- Dedicated right turn lanes on all approaches
- 10 foot wide multi-use path on the west side of Oliver, south of 21st Street

The intersection will be open to traffic throughout construction, with at least one lane open in each direction. Left turns at the intersection will be prohibited. Construction is planned to begin in spring 2016 and be completed in late 2016.

Financial Considerations: On April 28, 2015, the City Council approved a design agreement in the amount of \$35,000. The Proposed 2015-2024 Capital Improvement Program includes general obligation (GO) funding of \$500,000 in 2015 and \$3,500,000 in 2016 that will allow for design, right of way acquisition, construction, and City staff administration and oversight costs. The project will be returned to the City Council at a later date for approval of a supplemental agreement to complete the design and to approve the construction funding.

Legal Considerations: This item has been approved by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the design concept.

Attachments: None.

**City of Wichita
City Council Meeting
August 18, 2015**

TO: Mayor and City Council

SUBJECT: Design Concept and Supplemental Agreement No.1 for Oliver, between 17th and 19th Streets (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the design concept, revised budget and supplemental agreement.

Background: On April 28, 2015, the City Council approved an agreement with Professional Engineering Consultants (PEC) to design improvements to Oliver, between 17th and 19th Streets. On July 6, 2015, the District I Advisory Board approved the proposed design concept.

Analysis: The intersection of 17th Street and Oliver is currently signalized without dedicated turn lanes. Improvements to the intersection will accommodate the development of Wichita State University's Innovation Campus. The proposed design concept includes:

- Converting Oliver from a four lane road to a five lane road.
- New traffic signals, brick crosswalks and connections to existing sidewalks.
- A left turn lane for southbound and northbound traffic.
- A right turn lane for southbound traffic.
- Relocation of the cemetery driveway to align with the new signal at 17th Street.
- A 10 foot wide multi-use path on the west side of Oliver.

These improvements include a future signal at 18th Street to serve the Innovation Campus, and a reroute of the waterline to accommodate the widened median on Oliver. The intersection will be open to traffic throughout construction in at least one direction; left turns at the intersection will be prohibited. Construction is planned to begin in spring 2017 and be completed in late 2017.

The original scope of the agreement was for the design concept phase only. A supplemental agreement has been prepared to complete the final design of the project.

Financial Considerations: On April 28, 2015, the City Council approved a design agreement in the amount of \$58,580. The cost of the additional services is \$129,080 bringing the total design fee to \$187,660.

The Proposed 2015-2024 Capital Improvement Program (CIP) includes general obligation (GO) funding of \$500,000 allocated towards the project in the year 2015. On April 28, 2015, the City Council approved initiating \$65,000 of the \$500,000. Staff recommends initiating the remaining \$435,000, for design, right of way acquisition, utility relocation, and City staff administration and oversight costs. This brings the total budget to \$500,000, and is funded by general obligation bonds.

The Proposed 2015-2024 CIP includes \$2,000,000 in 2016, and \$2,000,000 in 2017, which will allow for construction of the project. The project will be returned to the City Council at a later date for approval of the construction funding.

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

Recommendation/Action: It is recommended that the City Council approve the design concept, revised budget and supplemental agreement, adopt the amending resolution and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1, budget sheet, and amending resolution.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED APRIL 28, 2015

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated April 28, 2015) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **17TH STREET & OLIVER** (Project No.472-85214_707087).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Prepare final plans for paving and water improvements for 17th Street & Oliver
(see Attached for details)**

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the not to exceed fee as follows:

Paving/Water improvements (7070876): \$129,080.00

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by **(Completed)**.
- (b) Office check plans by **October 15, 2015**.
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **December 1, 2015**).

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2015.

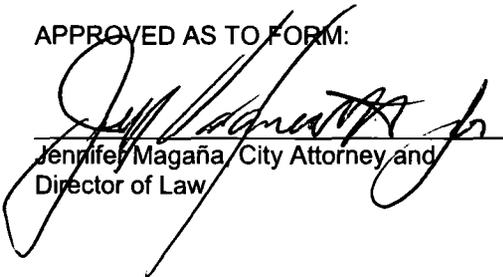
CITY OF WICHITA

Jeff Longwell, Mayor

ATTEST:

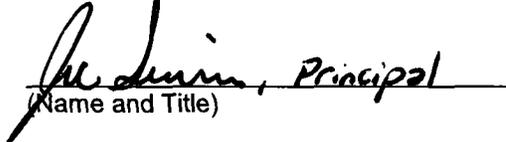
Karen Sublett, City Clerk

APPROVED AS TO FORM:



Jennifer Magaña, City Attorney and
Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



(Name and Title)



July 16, 2015

Mr. Shawn Mellies, P.E.
Chief Design Engineer
Wichita City Hall, 7th Floor Engineering
455 N. Main Street
Wichita, KS. 67202

Reference: Supplemental Agreement No. 1
17th & Oliver Intersection
COW Project No. 472-85214
PEC Project No. 32-15081-000-0042

Dear Mr. Mellies:

In accordance with Exhibit "A", Paragraph B, of the agreement dated April 28, 2015 between the City of Wichita and Professional Engineering Consultants, P.A., per your request we are submitting a Scope of Services and fee for additional services to be performed on the above referenced project. Exhibit A-1 attached hereto summarizes the additional scope of services for Supplemental Agreement No. 1 for the project.

Following is a summary of requested modified payment provisions for the additional services:

Original Contract:	\$58,880.00
Supplemental Agreement No. 1	
Item 1 (Phase II – Plan Development)	\$122,250.00
Item 2 (Waterline Design)	<u>\$6,830.00</u>
Grand Total (Lump Sum)	\$187,960.00

We respectfully submit this request for your consideration. If you have questions or need additional information please contact me at 262-2691.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Joe Surmeier, P.E.
Principal, Transportation Division

JPS/tac

Encl: As noted

SCOPE OF SERVICES (Additional)
For
17th & OLIVER INTERSECTION
(Project No. 472-85214)

1. Proceed with Phase II Plan Development based on the preliminary design concept that was approved by the City. Design elements will include, but not be limited to, the following:
 - A 5-lane curb & gutter section on Oliver with 20' wide landscaped center median islands.
 - Southbound right turn auxiliary lanes to 17th Street and 18th Street.
 - Northbound left turn auxiliary lanes to 17th, 18th and 19th Streets.
 - Storm water sewer systems design.
 - Realignment of the White Chapel Cemetery entrance to the 17th & Oliver intersection.
 - Design a traffic signal system for the 17th & Oliver intersection.
 - Design a traffic signal system for the 18th & Oliver intersection for future installation.
 - Prepare right-of-way/easement tract maps and legal descriptions as needed for the City's use in acquisitioning.

2. Proceed with design and plan details of waterline adjustments as follows:
 - Realignment of the main along the west side of Oliver to accommodate wider center medians and wider roadway typical section as requested by the Design Council and WSU Innovation Campus developers.
 - Replacement of the 2" water service and meter to White Chapel Cemetery.

RESOLUTION NO. 15-254

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 15-106 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body has heretofore by **Resolution No. 15-106** of the City (the “Prior Resolution”), authorized the following described public improvements:

Design, utility relocation, right-of-way acquisition, construction, and oversight of improvements to Oliver, between 17th and 19th Streets (472-85214).

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$500,000** in accordance with specifications prepared or approved by the City Engineer.

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

Section 3. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is **60 days prior to the April 28, 2015, adoption of Resolution No. 15-106, to the extent Bonds authorized thereunder, and expenditures made on or after the date 60 days prior to the adoption of this Resolution**, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on August 18, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

Project Request

CIP Non-CIP CIP YEAR: 2015 CIP #: _____

NEIGHBORHOOD IMPROVEMENT

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

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving ENGINEERING REFERENCE #: 472-85214

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: Aug 18, 2015 REQUEST DATE: _____

PROJECT #: 211541 PROJECT TITLE: Oliver, between 17th & 14th streets

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Oliver, between 17th & 19th streets

OCA #: 707087 OCA TITLE: Oliver, between 17th & 19th streets

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4632

NEW BUDGET REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$42,000.00	\$458,000.00	\$500,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
	\$42,000.00	\$458,000.00	\$500,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$42,000.00	\$458,000.00	\$500,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Total Expense:	\$42,000.00	\$458,000.00	\$500,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD: _____

DEPARTMENT HEAD: _____

BUDGET OFFICER: _____

CITY MANAGER: _____

Print Form

DATE: 07/30/15

DATE: _____

DATE: 30 Jul 2015

DATE: _____

City of Wichita
City Council Meeting
August 18, 2015

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous and Unsafe Structure
(District IV)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: New Business

Recommendations: Close the public hearing, adopt the resolution declaring the building to be a dangerous and unsafe structure, and accept the Board of Building Code Standards and Appeals (BBCSA) recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure.

Background: On July 7, 2015, a report was submitted with respect to the dangerous and unsafe conditions on the property listed below. The City Council adopted the resolution providing for a public hearing to be held on the condemnation action at 9:30 a.m. or soon thereafter, on August 18, 2015.

Analysis: On June 1, 2015, the BBCSA conducted a hearing on the property listed below.

Property Address
a. 201 S. Meridian

Council District
IV

Detailed information/analyses concerning the property are included in the attachments.

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

Legal Considerations: The resolution and notice of hearing were reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution declaring the building to be a dangerous and unsafe structure, and accept the BBCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair any structure would be contingent on the following: (1) All taxes have been paid to date as of August 18, 2015; (2) the structure has been secured as of August 18, 2015, and will continue to be kept secured; and (3) the premises are mowed and free of debris as of August 18, 2015, and will be so maintained during renovation.

If any of the above conditions are not met, the Metropolitan Area Building and Construction Department will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

Attachments: Case summary, CDM summary and follow-up history

DATE: July 23, 2015

CDM SUMMARY

COUNCIL DISTRICT # IV

ADDRESS: 201 S. MERIDIAN

LEGAL DESCRIPTION: THE NORTH 50 FEET OF THE SOUTH 75 FEET OF THE EAST HALF OF LOT 5, SMITHSONS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two-story frame dwelling about 20 x 25 feet in size. Vacant for at least 1 year, this structure has badly deteriorated wood roof; deteriorated and missing wood shingle siding; and deteriorated wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Director of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

DATE: July 23, 2015

BCSA GROUP # 1

ADDRESS: 201 S. MERIDIAN

ACTIVE FIELD FILE STARTED: September 12, 2002

NOTICE(S) ISSUED: Since September 12, 2002, numerous notice of improvements and violation notices have been issued.

PRE-CONDEMNATION LETTER: December 14, 2014

TAX INFORMATION: The 2012, 2013 and 2014 taxes are delinquent in the amount of \$981.84, which includes interest.

MABCD COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Some bulky waste, tires, lumber, tree debris and a small trailer with tree debris.

VACANT NEGLECTED BUILDING REPORT: None

MABCD NUISANCE & ABATEMENT REPORT: In May 2009, a neighborhood nuisance case was initiated resulting in owner compliance. In August 2010, May 2011 and August 2013, tall grass and weeds cases were initiated resulting in owner compliance.

POLICE REPORT: In the past five years there has been two reported police incidents at this location including lost miscellaneous property and found miscellaneous property.

FORMAL CONDEMNATION ACTION INITIATED: February 9, 2015

RECENT DEVELOPMENTS: No repairs have been made and the structure is secure.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF B. C.S. &A. RECOMMENDATION: At the April 6, 2015, BCSA hearing there was no one present on behalf of this property.

This is a two-story frame dwelling about 20 x 25 feet in size. Vacant for at least one year, this structure has a badly deteriorated wood roof; deteriorated and missing wood shingle siding; and deteriorated wood trim.

The out-of-state owner has contacted staff requesting that he be allowed an additional ninety days to have the repairs completed. The owner told staff that he was in the process of getting bids from contractors on the work that needed to be done.

Board Member Doeden made a motion to allow until the June 1, 2015, meeting for the delinquent taxes to be brought current, the exterior repairs to be completed, and the site maintained in a clean

and secure condition in the interim. Board Member Crotts seconded the motion. The motion passed.

At the June 1, 2015, BCSA hearing no one appeared on behalf of this property.

Approximately 20 x 25 feet in size, this is a two-story frame dwelling. Vacant for at least one year, this structure has badly deteriorated wood roof; deteriorated and missing wood shingle siding; and deteriorated wood trim.

As recommended by staff, Board Member Doeden made a motion to refer the property to the City Council for condemnation, with ten days to begin demolition and ten days to complete removal. Board Member Willenberg seconded the motion. The motion passed unanimously.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure

**August 18, 2015
City Council
Removal of Dangerous Structure Case Summary**

Address	Cncl. Dist.	Hsng. Case Age	Cndm. Init. Date	BCSA Hearing Date & Recommendation	Owner/ Rep. At BCSA ?	Open or Secure	Premise Cond. Status	Property Tax Status	Special Assessments
201 S. Meridian	IV	12 yrs. 11 mos.	03/09/15	04/06/15 - Deferred 06/01/15 - 10/10	No No	Secure	Some bulky waste, tires, lumber, tree debris and a small trailer with tree debris.	The 2012, 2013 and 2014 taxes are delinquent in the amount of \$981.84, which includes interest.	None

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL AUGUST 18, 2015**

- a. Stormwater Sewer #681 to serve Fox Ridge Plaza Addition (south of 37th Street North, east of Maize) (468-84952/751535/485426) Does not affect existing traffic. (District V) - \$349,000.00

PRELIMINARY ESTIMATE of the cost of:
 Stormwater Sewer #681 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

1	Inlet, Curb (Type 1) (L=5' W=3')	7	ea
2	Inlet, Curb (Type 1) (L=5' W=4')	4	ea
3	Inlet, Curb (Type 1) (L=5' W=5')	2	ea
4	Inlet, Curb (Type 1) (L=10' W=5')	1	ea
5	MH, Standard SWS (5')	2	ea
6	MH, Standard SWS (8')	1	ea
7	Fill, Flowable	340	lf
8	15" SWS	411	lf
9	18" SWS	47	lf
10	24" SWS	566	lf
11	30" SWS	577	lf
12	36" SWS	223	lf
13	42" SWS	578	lf
14	Rip Rap, Light Stone	29	sy
15	Concrete Ditch Liner Transition	1	LS
16	Site Clearing	1	LS
17	Site Restoration	1	LS
18	Seeding, Temporary	1	LS

MEASURED QUANTITY BID ITEMS

19	BMP, Construction Entrance	1	ea
20	BMP, Curb Inlet Protection	14	ea

Construction Subtotal _____

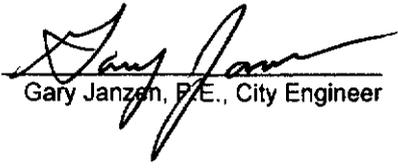
- Design Fee
- Engineering & Inspection
- Administration
- Publication
- Contingency

Total Estimated Cost _____

\$349,000.00

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

City of Wichita
City Council Meeting
August 18, 2015

TO: Mayor and City Council

SUBJECT: New and Revised Petitions for Improvements to Turkey Creek 3rd Addition (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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

Background: On February 6, 2007, the City Council approved petitions for paving, water distribution and sanitary sewer improvements to serve Turkey Creek 3rd Addition. To reflect the current economic climate, the developer has submitted new and revised petitions that split the improvements into two separate phases. The revised petitions reflect Phase A of the improvements. The developer has also submitted new petitions resulting in Phase B of the improvements. The signatures on the petitions represent 100% of the improvement district and the petitions are valid per Kansas Statute 12-6a01.

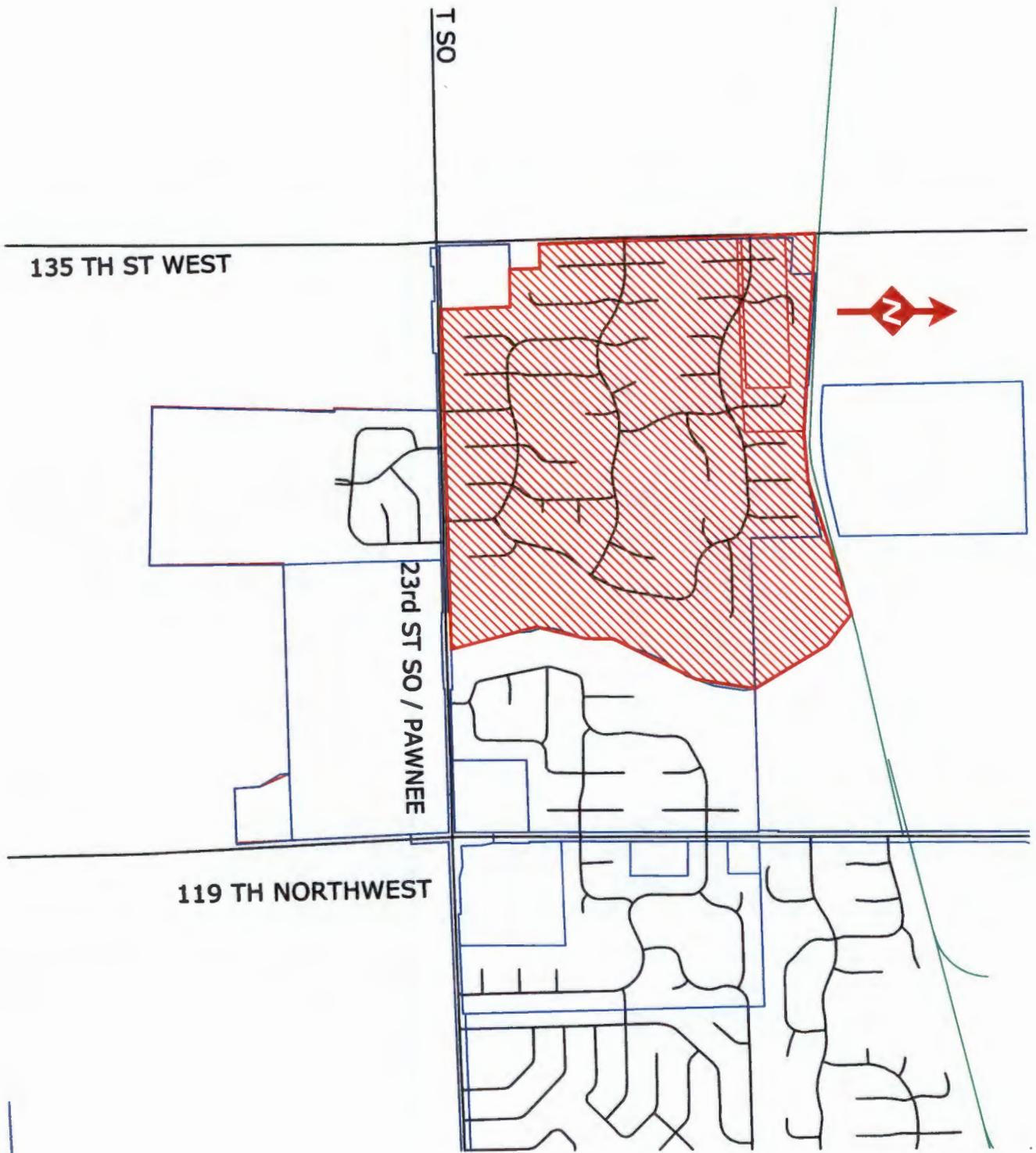
Analysis: The projects will provide paving, water distribution and sanitary sewer improvements required for a new residential development located north of Pawnee, east of 135th Street West.

Financial Considerations: The original petition totals were \$600,000 for paving, \$141,000 for water distribution, and \$243,000 for sanitary sewer. The revised petition totals for Phase A of the improvements are \$613,000 for paving, \$76,000 for water distribution, and \$105,000 for sanitary sewer. The new petition totals that reflect Phase B are \$368,000 for paving, \$70,000 for water distribution, and \$177,000 for sanitary sewer. The funding source for all of the projects is special assessments.

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

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

Attachments: Map, budget sheets, petitions, new and amending resolutions.



135 TH ST WEST

T 50

23rd ST SO / PAWNEE

119 TH NORTHWEST

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100%

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

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I. ENGINEERING REFERENCE #: 472-84488

COUNCIL DISTRICT: 04 Council District 4 DATE COUNCIL APPROVED: Aug 11, 2015 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: PAVING TURKEY CREEK 3RD ADDN PH3A

PROJECT DETAIL #: _____ PROJECT DETAIL DESCRIPTION: PAVING TURKEY CREEK 3RD ADDN PH3A

OCA #: _____ OCA TITLE: PAVING TURKEY CREEK 3RD ADDN PH3A

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

<u>Object Level 3</u>	<u>Budget</u>	<u>Object Level 3</u>	<u>Budget</u>
<u>9730 S.A. Bonds</u>	<u>\$613,000.00</u>	<u>2999 Contractuals</u>	<u>\$613,000.00</u>
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

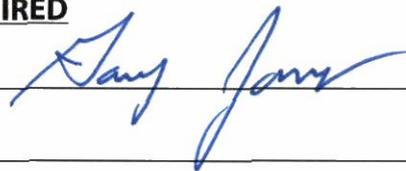
REVENUE TOTAL: \$613,000.00

EXPENSE TOTAL: \$613,000.00

NOTES: OLD PETITION AMOUNT WAS NEVER SET UP WITH AN OCA, HOLDING FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ 

DEPARTMENT HEAD: _____

BUDGET OFFICER: _____

CITY MANAGER: _____

DATE: 07/15/15

DATE: _____

DATE: _____

DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100%

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

FUND: 470 Water Improvements N.I. ENGINEERING REFERENCE #: 448-90264

COUNCIL DISTRICT: 04 Council District 4 DATE COUNCIL APPROVED: Aug 11, 2015 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: WDS 90264 TURKEY CREEK 3RD ADDN PH3A

PROJECT DETAIL #: _____ PROJECT DETAIL DESCRIPTION: WDS 90264 TURKEY CREEK 3RD ADDN PH3A

OCA #: _____ OCA TITLE: WDS 90264 TURKEY CREEK 3RD ADDN PH3A

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	<u>\$76,000.00</u>	<u>2999 Contractuals</u>	<u>\$76,000.00</u>
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$76,000.00

EXPENSE TOTAL: \$76,000.00

NOTES: OLD PETITION AMOUNT WAS NEVER SET UP WITH AN OCA, HOLDING FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: 

DEPARTMENT HEAD: _____

BUDGET OFFICER: _____

CITY MANAGER: _____

DATE: 07/15/15

DATE: _____

DATE: _____

DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100%

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

FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I. ENGINEERING REFERENCE #: 468-84289

COUNCIL DISTRICT: 04 Council District 4 DATE COUNCIL APPROVED: Aug 11, 2015 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: LAT 6, MAIN 6, CIS, TURKEY CREEK 3RD ADDN PH3A

PROJECT DETAIL #: _____ PROJECT DETAIL DESCRIPTION: LAT 6, MAIN 6, CIS, TURKEY CREEK 3RD ADDN PH3A

OCA #: _____ OCA TITLE: LAT 6, MAIN 6, CIS, TURKEY CREEK 3RD ADDN PH3A

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	<u>\$105,000.00</u>	<u>2999 Contractuals</u>	<u>\$105,000.00</u>
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$105,000.00

EXPENSE TOTAL: \$105,000.00

NOTES: OLD PETITION AMOUNT WAS NEVER SET UP WITH AN OCA, HOLDING FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD: _____

DATE: 07/15/15

DATE: _____

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100%

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

FUND: 470 Water Improvements N.I. ENGINEERING REFERENCE #: 448-90683

COUNCIL DISTRICT: 04 Council District 4 DATE COUNCIL APPROVED: Aug 11, 2015 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: WDS 90683 TURKEY CREEK 3RD ADDN PH3B

PROJECT DETAIL #: _____ PROJECT DETAIL DESCRIPTION: WDS 90683 TURKEY CREEK 3RD ADDN PH3B

OCA #: _____ OCA TITLE: WDS 90683 TURKEY CREEK 3RD ADDN PH3B

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9730 S.A. Bonds	\$70,000.00	2999 Contractuals	\$70,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
REVENUE TOTAL:	\$70,000.00	EXPENSE TOTAL:	\$70,000.00

NOTES: HOLD FOR LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____ _____

DEPARTMENT HEAD: _____

BUDGET OFFICER: _____

CITY MANAGER: _____

DATE: 07/15/15

DATE: _____

DATE: _____

DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100%

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

FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I. ENGINEERING REFERENCE #: 468-85050

COUNCIL DISTRICT: 04 Council District 4 DATE COUNCIL APPROVED: Aug 11, 2015 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: LAT 17, MAIN 6, CIS TURKEY CREEK 3RD ADDN PH3B

PROJECT DETAIL #: _____ PROJECT DETAIL DESCRIPTION: LAT 17, MAIN 6, CIS TURKEY CREEK 3RD ADDN PH3B

OCA #: _____ OCA TITLE: LAT 17, MAIN 6, CIS TURKEY CREEK 3RD ADDN PH3B

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9730 S.A. Bonds	\$177,000.00	2999 Contractuals	\$177,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$177,000.00

EXPENSE TOTAL: \$177,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD:  DATE: 07/15/15

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100%

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

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I. ENGINEERING REFERENCE #: 472-85232

COUNCIL DISTRICT: 04 Council District 4 DATE COUNCIL APPROVED: Aug 11, 2015 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: PAVING TURKEY CREEK 3RD ADDN PH3B

PROJECT DETAIL #: _____ PROJECT DETAIL DESCRIPTION: PAVING TURKEY CREEK 3RD ADDN PH3B

OCA #: _____ OCA TITLE: PAVING TURKEY CREEK 3RD ADDN PH3B

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

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9730 S.A. Bonds	\$368,000.00	2999 Contractuals	\$368,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$368,000.00

EXPENSE TOTAL: \$368,000.00

NOTES: HOLD FOR LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: 

DATE: 07/15/15

DEPARTMENT HEAD: _____

DATE: _____

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

RECEIVED

REVISED 472-84488

JUN 17 '15

PETITION
(PAVING IMPROVEMENTS – PH 3A - TURKEY CREEK 3RD ADDITION)

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

CITY CLERK OFFICE

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

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

Construction of pavement on Wheatland from the east line of Lot 103, Block A, west to the east line of Jewell, and on Jewell from the north line of Wheatland, west to the west line of Lot 31, Block H, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet.

Construction of pavement on Wheatland Ct. from the west line Wheatland, west to and including the cul-de-sac, and on Jewell Cir. from the north line of Jewell, east to and including the cul-de-sac, with drainage to be installed where necessary.

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.

Construction of sidewalk on one side of Wheatland and Jewell.

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: \$613,000.00, 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:

TURKEY CREEK 3RD ADDITION

Lots 56 through 103, Block A

Lots 24 through 43, Block H

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

Lots 82 through 103, Block A, and Lots 31 through 43, Block H, TURKEY CREEK 3RD ADDITION shall each pay 4/173 of the total cost of the improvements; and Lots 56 through 81, Block A, and Lots 24 through 30, Block H, TURKEY CREEK 3RD ADDITION shall each pay 1/173 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.

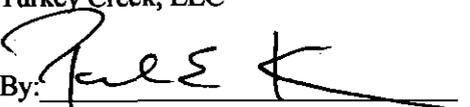
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

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
Turkey Creek, LLC By:  Paul E. Kelsey, Member	6/16/15	Turkey Creek 3 rd Addition Lots 56 through 103, Block A Lots 24 through 43, Block H

THIS PETITION was filed in my office on June 17, 2015.



Janis Edwards
Deputy City Clerk

TURKEY CREEK 3RD ADDITION

Wichita, Sedgwick County, Kansas

PAVEMENT PETITION - PHASE 3A

Benefit District: (173 Fractions)

Lots 82 through 103, Block A (22 Lots, 4 Fractions each)

Lots 31 through 43, Block H (13 Lots, 4 Fractions each)

Lots 56 through 81, Block A (26 Lots, 1 Fraction each)

Lots 24 through 30, Block H (7 Lots, 1 Fraction each)

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
A.C. Pavement	6100	S.Y.	\$40.00	\$244,000.00
Sidewalk	2900	S.F.	\$4.00	\$11,600.00
Wheel Chair Ramps	2	EA.	\$750.00	\$1,500.00
30" Pipe	640	L.F.	\$70.00	\$44,800.00
24" Pipe	460	L.F.	\$60.00	\$27,600.00
18" Pipe	450	L.F.	\$50.00	\$22,500.00
15" Pipe	1000	L.F.	\$40.00	\$40,000.00
Curb Inlets	6	EA.	\$4,500.00	\$27,000.00
Drop Inlets	5	EA.	\$2,800.00	\$14,000.00
Rip Rap	50	S.Y.	\$60.00	\$3,000.00
Flowable Fill	435	L.F.	\$40.00	\$17,400.00
Seeding	1	L.S.	\$1,500.00	\$1,500.00
Ditching	1	L.S.	\$1,000.00	\$1,000.00
Easement Grading/Signage	1	L.S.	\$3,000.00	\$3,000.00
Erosion Control	1	L.S.	\$5,000.00	\$5,000.00
Site Clearing & Restoration	1	L.S.	\$7,500.00	\$7,500.00
Subtotal				\$471,400.00
+ 30% Design, Insp., & Administration				\$141,420.00
Total				\$612,820.00

Petition Amount **\$613,000**

Cost per Fraction **\$3,543**

Average Monthly Assessment **(Based on 15 years @ 4%)**

(4 Fraction Lots) **\$105**

(1 Fraction Lots) **\$26**

REVISED RECEIVED 48-97264
JUN 17 '15

PETITION
(WATER LINE IMPROVEMENTS- PHASE 3A - TURKEY CREEK 3RD ADDITION)

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

CITY CLERK OFFICE

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: \$76,000.00, 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:

TURKEY CREEK 3RD ADDITION
Lots 82 through 103, Block A
Lots 31 through 43, Block H

(d) The proposed method of assessment is: equally per lot (35 lots).

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

(e) The 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.

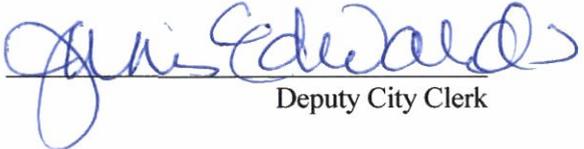
4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

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
Turkey Creek, LLC By:  Paul E. Kelsey, Member	 <u>6/16/15</u>	Turkey Creek 3rd Addition Lots 82 through 103, Block A Lots 31 through 43, Block H

THIS PETITION was filed in my office on June 17, 2015




 Deputy City Clerk

TURKEY CREEK 3RD ADDITION

Wichita, Sedgwick County, Kansas

WATER LINE PETITION - PHASE 3A

Benefit District: (35 Lots)

Lots 82 through 103, Block A (22 Lots)

Lots 31 through 43, Block H (13 Lots)

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	2100	L.F.	\$20.00	\$42,000.00
Fire Hydrants	2	EA.	\$3,000.00	\$6,000.00
Valves	2	EA.	\$800.00	\$1,600.00
Blow Off	3	EA.	\$800.00	\$2,400.00
Erosion Control	1	L.S.	\$1,000.00	\$1,000.00
Site Clearing & Restoration	1	L.S.	\$3,000.00	\$3,000.00
Subtotal				\$56,000.00
+ 35% Design, Insp., & Administration				\$19,600.00
Total				\$75,600.00

Petition Amount \$76,000

Average Cost per Lot \$2,171

Average Monthly Assessment \$16 (Based on 15 years @ 4%)

REVISED 468-84289
LAT. 6, MAIN 6, C.I.S.
RECEIVED

**PETITION
(SANITARY SEWER IMPROVEMENTS – PHASE 3A – TURKEY CREEK 3RD ADDITION)**

JUN 17 '15

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

CITY CLERK OFFICE

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

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

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

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

(b) The estimated or probable cost of the proposed Improvements is \$105,000.00, 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:

TURKEY CREEK 3RD ADDITION
Lots 82 through 90, Block A
Lots 9, 10, and Lots 29 through 43, Block H

(d) The proposed method of assessment is: equally per lot (26 lots).

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

(e) The 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.

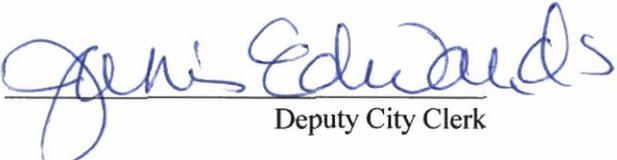
4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

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
Turkey Creek, LLC By:  Paul E. Kelsey, Member	6/16/15	Turkey Creek 3 rd Addition Lots 82 through 90, Block A Lots 9, 10, and Lots 29 through 43, Block H

THIS PETITION was filed in my office on June 17, 2015




 Deputy City Clerk

TURKEY CREEK 3RD ADDITION

Wichita, Sedgwick County, Kansas

SANITARY SEWER PETITION - PHASE 3A

Benefit District: (26 Lots)

Lots 82 through 90, Block A (9 Lots)

Lots 9, 10 and 29 through 43, Block H (17 Lots)

Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	1500	L.F.	\$25.00	\$37,500.00
Manhole	6	EA.	\$2,800.00	\$16,800.00
Stubs	2	EA.	\$750.00	\$1,500.00
Riser Assembly	9	EA.	\$1,200.00	\$10,800.00
Easement Grading	1	L.S.	\$1,500.00	\$1,500.00
Erosion Control	1	L.S.	\$1,500.00	\$1,500.00
Site Clearing & Restoration	1	L.S.	\$8,000.00	\$8,000.00
Subtotal				\$77,600.00
+ 35% Design, Insp., & Administration				\$27,160.00
Total				\$104,760.00

Petition Amount

\$105,000

Average Cost per Lot

\$4,038

Average Monthly Assessment

\$30 (Based on 15 years @ 4%)

PETITION
(WATER LINE IMPROVEMENTS- PHASE 3B - TURKEY CREEK 3RD ADDITION)

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: \$70,000.00, 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:

TURKEY CREEK 3RD ADDITION

Lots 56 through 81, Block A

Lots 24 through 30, Block H

(d) The proposed method of assessment is: equally per lot (33 lots).

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

(e) The 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.

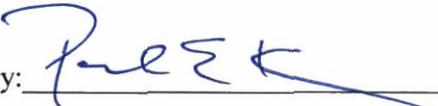
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

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.

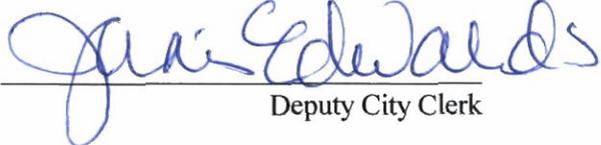
4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

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
Turkey Creek, LLC By:  Paul E. Kelsey, Member	 <u>6/16/15</u>	Turkey Creek 3rd Addition Lots 56 through 81, Block A Lots 24 through 30, Block H

THIS PETITION was filed in my office on June 17, 2015




 Deputy City Clerk

468-85050

PETITION
(SANITARY SEWER IMPROVEMENTS – PHASE 3B – TURKEY CREEK 3RD ADDITION)

JUN 17 '15

CITY CLERK OFFICE

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

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

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

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

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

(b) The estimated or probable cost of the proposed Improvements is \$177,000.00, 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:

TURKEY CREEK 3RD ADDITION

Lots 51 through 81, Block A

Lots 11 through 28, Block H

(d) The proposed method of assessment is: equally per lot (49 lots).

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

(e) The 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.

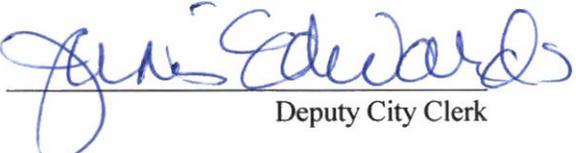
4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

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
Turkey Creek, LLC By:  Paul E. Kelsey, Member	6/16/15	Turkey Creek 3 rd Addition Lots 51 through 81, Block A Lots 11 through 28, Block H

THIS PETITION was filed in my office on June 17, 2015




 Deputy City Clerk

472-85232

RECEIVED

JUN 17 '15

CITY CLERK OFFICE

PETITION
(PAVING IMPROVEMENTS – PH 3B - TURKEY CREEK 3RD ADDITION)

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

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

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

Construction of pavement on Jewell from the west line of Lot 31, Block H, west to the west line of Lot 24, Block H, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet.

Construction of pavement on Jewell Ct. (Lots 56 through 67, Block A) from the north line of Jewell, north to and including the cul-de-sac, and on Jewell Ct. (Lots 68 through 81, Block A) from the north line of Jewell, north to and including the cul-de-sac, with drainage to be installed where necessary.

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.

Construction of sidewalk on one side of Jewell.

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: \$368,000.00, 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:

TURKEY CREEK 3RD ADDITION

Lots 56 through 81, Block A

Lots 24 through 30, Block H

(d) The proposed method of assessment is: equally per lot (33 lots).

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

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

(e) The 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.

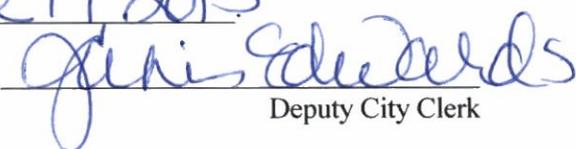
4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

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
Turkey Creek, LLC By:  Paul E. Kelsey, Member	<u>6/16/15</u>	Turkey Creek 3rd Addition Lots 56 through 81, Block A Lots 24 through 30, Block H

THIS PETITION was filed in my office on June 17, 2015




 Deputy City Clerk

(Published in the *Wichita Eagle*, on August 21, 2015)

RESOLUTION NO. 15-244

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 6, MAIN 6, COWSKIN INTERCEPTOR SEWER – TURKEY CREEK 3RD ADDITION/NORTH OF PAWNEE, EAST OF 13TH STREET WEST) (468-84289).

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. 07-073** 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 a lateral sanitary sewer (Lateral 6, Main 6, Cowskin Interceptor Sewer), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Five Thousand Dollars (\$105,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

TURKEY CREEK 3RD ADDITION
Lots 82 through 90, Block A
Lots 9, 10, and Lots 29 through 43, Block H

(d) The method of assessment is: equally per lot (26 lots).

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

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

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

Section 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 the Prior 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 August 18, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on August 21, 2015)

RESOLUTION NO. 15-245

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 – TURKEY CREEK 3RD ADDITION/NORTH OF PAWNEE, EAST OF 135TH STREET WEST) (472-84488).

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. 07-082** 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 pavement on Wheatland from the east line of Lot 103, Block A, west to the east line of Jewell, and on Jewell from the north line of Wheatland, west to the west line of Lot 31, Block H, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet.

Construction of pavement on Wheatland Court from the west line Wheatland, west to and including the cul-de-sac, and on Jewell Circle from the north line of Jewell, east to and including the cul-de-sac, with drainage to be installed where necessary

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 (the "Improvements").

Construction of sidewalk on one side of Wheatland and Jewell.

(b) The estimated or probable cost of the Improvements is **Six Hundred Thirteen Thousand Dollars (\$613,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

TURKEY CREEK 3RD ADDITION

Lots 56 through 103, Block A

Lots 24 through 43, Block H

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

Lots 82 through 103, Block A, and Lots 31 through 43, Block H, TURKEY CREEK 3RD ADDITION shall each pay 4/173 of the total cost of the improvements; and Lots 56 through 81, Block A, and Lots 24 through 30, Block H, TURKEY CREEK 3RD ADDITION shall each pay 1/173 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, 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 the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all 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 August 18, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on August 21, 2015)

RESOLUTION NO. 15-246

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 17, MAIN 6, COWSKIN INTERCEPTOR SEWER – TURKEY CREEK 3RD ADDITION/NORTH OF PAWNEE, EAST OF 135TH STREET WEST) (468-85050).

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

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

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

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

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

Construction of a lateral sanitary sewer (Lateral 17, Main 6, Cowskin Interceptor Sewer), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Seventy-Seven Thousand Dollars (\$177,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

TURKEY CREEK 3RD ADDITION

Lots 51 through 81, Block A

Lots 11 through 28, Block H

(d) The method of assessment is: **equally per lot (49 lots)**.

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on August 18, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on August 21, 2015)

RESOLUTION NO. 15-247

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 – TURKEY CREEK 3RD ADDITION/NORTH OF PAWNEE, EAST OF 135TH STREET WEST) (472-85232).

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

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

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

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

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

Construction of pavement on Jewell from the west line of Lot 31, Block H, west to the west line of Lot 24, Block H, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet.

Construction of pavement on Jewell Court (Lots 56 through 67, Block A) from the north line of Jewell, north to and including the cul-de-sac, and on Jewell Court (Lots 68 through 81, Block A) from the north line of Jewell, north to and including the cul-de-sac, with drainage to be installed where necessary.

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 (the "Improvements").

Construction of sidewalk on one side of Jewell.

(b) The estimated or probable cost of the Improvements is **Three Hundred Sixty-Eight Thousand Dollars (\$368,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

TURKEY CREEK 3RD ADDITION

Lots 56 through 81, Block A

Lots 24 through 30, Block H

(d) The method of assessment is: **equally per lot (33 lots)**.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessment against the replatted area shall be recalculated on a square foot basis.

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on August 18, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

RESOLUTION NO. 15-248

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – TURKEY CREEK 3RD ADDITION/NORTH OF PAWNEE, EAST OF 135TH STREET WEST) (448-90264).

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. 07-064** 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 a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is Seventy-Six Thousand Dollars (\$76,000), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

TURKEY CREEK 3RD ADDITION

Lots 82 through 103, Block A

Lots 31 through 43, Block H

(d) The method of assessment is: **equally per lot (35 lots)**.

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

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

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

Section 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 the Prior 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 August 18, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on August 21, 2015)

RESOLUTION NO. 15-249

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – TURKEY CREEK 3RD ADDITION/NORTH OF PAWNEE, EAST OF 135TH STREET WEST) (448-90683).

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

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

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

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

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

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

(b) The estimated or probable cost of the Improvements is **Seventy Thousand Dollars (\$70,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

TURKEY CREEK 3RD ADDITION

Lots 56 through 81, Block A

Lots 24 through 30, Block H

(d) The method of assessment is: **equally per lot (33 lots)**.

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on August 18, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
August 18, 2015

TO: Mayor and City Council

SUBJECT: Storm Water Sewer Improvements in Fox Ridge Plaza 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 May 6, 2014, the City Council approved a petition for storm water sewer improvements to serve Fox Ridge Plaza Addition. 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. The project was bid for construction on July 10, 2015, with all bids exceeding the Engineer's Estimate.

Analysis: The project will provide storm water sewer improvements required for a new residential development located south of 37th Street North, east of Maize Road.

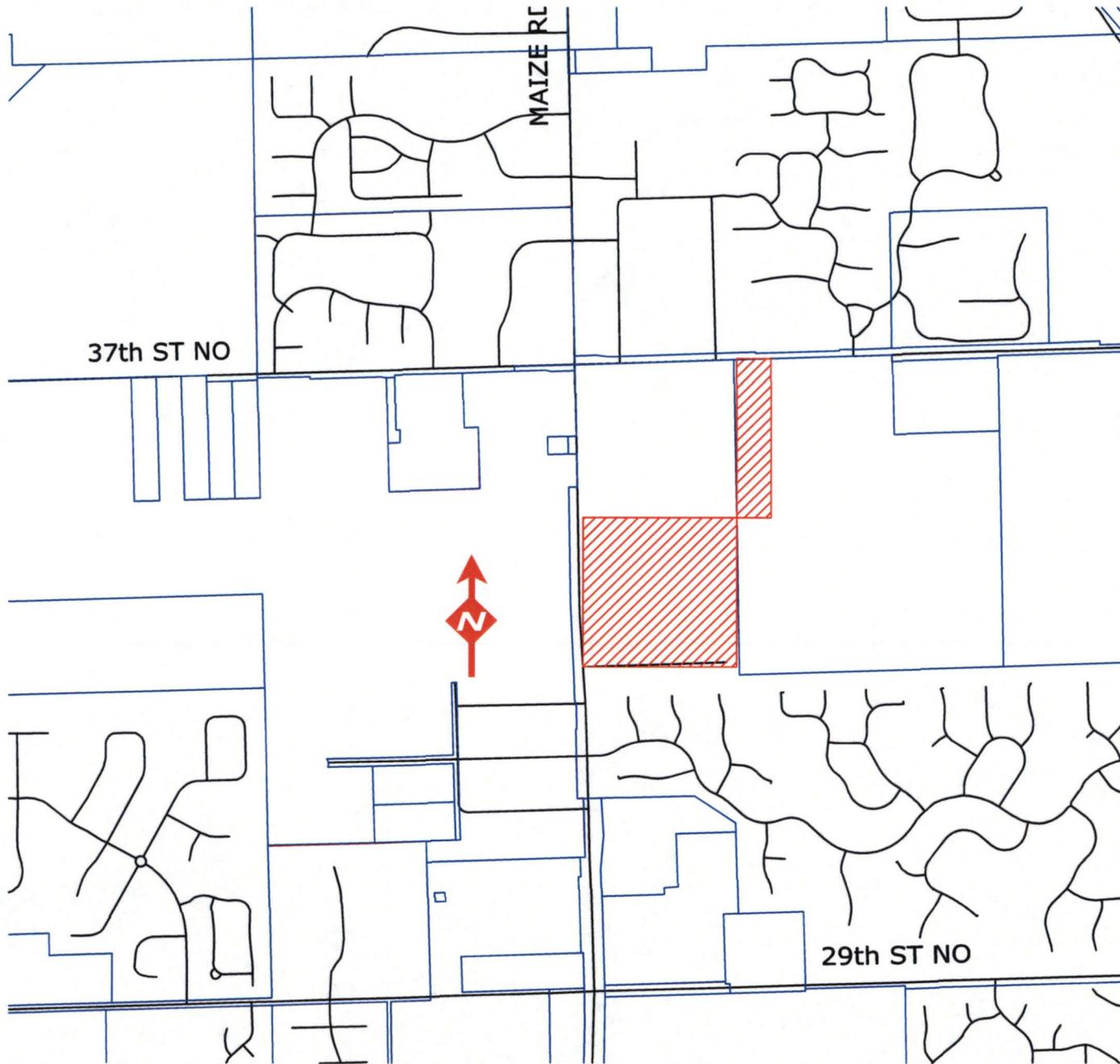
The lowest bid received for the project exceeded the Engineer's Estimate by more than \$44,000. Accepting this bid will allow the project to proceed without requiring it to be re-bid, thus eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter 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 \$245,000 and the revised petition total is \$349,000. 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 #: _____

FUND: 480 Sewer Improvements N.I.

SUBFUND: 485 Storm Drainage N.I.

ENGINEERING REFERENCE #: 468-84952

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: Aug 11, 2015

REQUEST DATE: _____

PROJECT #: 485426

PROJECT TITLE: SWS # 681 Fox Ridge Plaza Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: SWS # 681 Fox Ridge Plaza Addition

OCA #: 751535

OCA TITLE: SWS # 681 Fox Ridge Plaza 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	\$245,000.00	\$104,000.00	\$349,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total	\$245,000.00	\$104,000.00	\$349,000.00

Expense Object Level 3

2999 Contractuals	\$245,000.00	\$104,000.00	\$349,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total Expense:	\$245,000.00	\$104,000.00	\$349,000.00

NOTES:

Over-Bid Estimate, submitting a new petition to CC for approval

SIGNATURES REQUIRED

DIVISION HEAD: _____

Hay Jones

DATE: 07/15/15

DEPARTMENT HEAD: _____

Alan

DATE: 8/4/15

BUDGET OFFICER: _____

Angel L. Burada

DATE: 8/4/15

CITY MANAGER: _____

DATE: _____

Print Form

RECEIVED

JUL 24 '15

CITY CLERK OFFICE

SWS #681
Revises 468-84952

**PETITION
STORM WATER SEWER IMPROVEMENTS – FOX RIDGE PLAZA ADDITION**

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

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

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

Construction of a storm water sewer, including appurtenances to serve the Improvement District defined below.

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

(b) The estimated or probable cost of the proposed Improvements is: **\$349,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

Lots 1 through 8, Block 1; Fox Ridge Plaza Addition

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

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.

REPETITION #468-84952-1

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

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

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

Signature	Dated	Property Owned Within Proposed Improvement District
TIER 1, LLC		Lots 1 through 6, Block 1;
<i>M. Shelby</i>	7-15-15	
SS FOX RIDGE, LLC		Lots 7 and 8, Block 1;
<i>Paul D. Johnson</i>	7-23-15	

THIS PETITION was filed in my office on July 24, 2015



Kevin Sweet, MNC
 Deputy City Clerk

**STORM WATER SEWER IMPROVEMENTS – FOX RIDGE PLAZA ADDITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
18" SWS	210	LF	\$ 55.00		\$ 11,550.00
24" SWS	1100	LF	\$ 65.00		\$ 71,500.00
30" SWS	1000	LF	\$ 92.00		\$ 92,000.00
Inlets/Manholes	8	EA	\$ 4,700.00		\$ 37,600.00
End Section	5	EA	\$ 4,500.00		\$ 22,500.00
			Contingencies @ 10% +/-		\$ 23,515.00
			Construction Total		\$ 258,665.00
			35% Engineering, Administration, Etc.		\$ 90,532.75
			TOTAL		\$ 349,197.75

For Petition Use \$349,000.00

STORM SEWER BID TABULATION SUMMARY

RQ540750

FB540121		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Stormwater Sewer #681		\$196,714.00	\$275,250.00	\$243,540.00	\$286,619.00
Fox Ridge Plaza Addition	BID BOND				
468-84952	ADDENDA	1			
(751535)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Danco Enterprises Inc.
Stormwater Sewer #681		\$196,714.00	\$275,816.00	\$240,767.00	\$247,439.00
Fox Ridge Plaza Addition	BID BOND				X
468-84952	ADDENDA	1			
(751535)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Stormwater Sewer #681		\$196,714.00			
Fox Ridge Plaza Addition	BID BOND				
468-84952	ADDENDA	1			
(751535)					
		Engineer's Construction Estimate			
Stormwater Sewer #681		\$196,714.00			
Fox Ridge Plaza Addition	BID BOND				
468-84952	ADDENDA	1			
(751535)					

Award 8-11-15 subject to City Council approval of new Engineer's Estimate and Budget Authorization. Revised estimate \$240,767.00

CHECKED BY: _____

REVIEWED BY: _____

(Published in the *Wichita Eagle*, on August 21, 2015)

RESOLUTION NO. 15-250

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORMWATER SEWER NO. 681 – FOX RIDGE PLAZA ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF MAIZE) (468-84952).

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

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 14-124** 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 a **majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. 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 a storm water sewer (Stormwater Sewer No. 681), including appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Three Hundred Forty-Nine Thousand Dollars (\$349,000)**, 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:

FOX RIDGE PLAZA ADDITION

Lots 1 through 8, Block 1

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

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before 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 the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all 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 August 18, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

Following are easements and dedications for City Council on August 18, 2015

The following Dedication needs to be Signed and recorded:

Dedication from the City of Wichita, Kansas, a municipal corporation for a tract of land lying in part of Lot 7, R.A. Morris Tracts, Wichita, Sedgwick County, Kansas (OCA 766338) No Cost to City

The following deeds and easements have been recorded:

Utility Easement from Firethorne, L.L.C., a Kansas limited liability company, dated June 24, 2015 for a tract of land lying in Lots 13, 14, 15, Block C, Woods North 3rd Addition, Wichita, Sedgwick County, Kansas (OCA 744393) No Cost to City

City of Wichita
City Council Meeting
August 18, 2015

TO: Mayor and City Council
SUBJECT: Regency Retail, LLC Hold Harmless Agreement (District II)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the agreement.

Background: Regency Retail, LLC, was provided permits to construct improvements on Lot 6, Block 1 in the Regency Lakes Commercial 3rd Addition. A portion of the planned improvements are within the City's utility easement.

Analysis: The proposed agreement allows Regency Retail, LLC to construct a sign, over and across a utility easement, located within Lot 6, Block 1, in the Regency Lakes Commercial 3rd Addition. The agreement further provides that Regency Retail, LLC, waive all rights of action in law arising out of the encroachment into the easement. Additionally, the agreement allows the City to be held harmless from any and all claims resulting from leaking, cave-in or failure of any future sanitary sewer line or any other infrastructure owned by the Utility, and from claims resulting from maintenance, replacement or upgrade of lines, manholes, and other City property in the easement.

Financial Considerations: There are no financial considerations associated with the approval of this agreement.

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

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

Attachment: Hold Harmless Agreement with Exhibit A.

HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this 8th day of July, 2015, BY AND BETWEEN THE CITY OF WICHITA, KANSAS, hereinafter called "CITY" AND REGENCY RETAIL, LLC, hereinafter called "OWNER"

WITNESSETH:

WHEREAS, the public has been granted an Easement, herein after described as the east 20' of Lot 6, Block 1, Regency Lakes Commercial 3rd Addition, an addition to Wichita, Sedgwick County, Kansas, as shown on Exhibit A (attached).

WHEREAS, the Owner desires to occupy and construct improvements over the previously described section of said Easement, to wit, hereinafter referred to as Tract "A" (see attached Exhibit showing proposed encroachment and location).

NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties, it is agreed as follows:

- (1) The City hereby agrees to permit the Owner to occupy and construct a sign, over and across the aforesaid Easement.
- (2) The Owner agrees that it will not begin construction of the improvement on, over and across the said Easement without first obtaining the City's written approval of any and all plans and specifications for such improvement.
- (3) In the event of an emergency or situation in which extensive notice is not feasible, that requires a repair and/or maintenance of any public utility within the Easement, and the same repair and/or maintenance is determined by the City to be impossible or impractical due to the presence of the encroachment described as Tract "A", the City may remove or damage any structure on the easement, with the Owner being responsible to pay the costs to replace that portion of the structure within the Easement.

In any other event that any public utility within the easement is planned or requires repair and/or maintenance and the same construction or repair is determined by the City to be impossible or impractical due to the presence of the encroachment described as Tract "A", the Owner shall be obligated to either (a) allow the City to remove or damage any structure on the Easement, with the Owner being responsible to pay the costs to replace that portion of the structure within the Easement; (b) remove the said encroachment and clear the Easement; or (c) pay the costs of tunneling under the encroachment to permit repair and/or maintenance of the public utility. After being notified by the City of the planned repair, maintenance or construction, the Owner shall have thirty (30) days to notify the City of its option and, if removal of the structure was selected, to complete the removal. If the Owner fails to remove the structure or agree to

pay the costs of tunneling under the encroachment within thirty (30) days, the City may remove or damage any structure on the Easement, with the Owner being responsible to pay the costs to replace that portion of the structure within the Easement. The time to select an option or remove the structure may be extended by the City in writing.

- (4) The Owner agrees to protect and indemnify the City and adjacent property owners against any increased cost that may accrue to them due to the necessity of construction of greater distance to avoid connecting beneath any improvements that may be built on, over and across said Easement. In the event the Owner fails to provide such indemnification, the Owner agrees that the City may assess any cost incurred by it against the property of the Owner. Such assessment shall be in the manner described in K.S.A. 12-6a 17, as amended from time to time.
- (5) The Owner agrees to indemnify and hold harmless the City from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of said structure within Tract "A" and which injury and/or damage is caused by the presence of the encroachment into Tract "A". The Owner hereby releases the City from any and all claims that it might have for property damage caused by work performed by the City, or its employees, agents and contractors, in connection with the inspection, repair and/or maintenance of the utility within the above described Easement.
- (6) This Agreement may be terminated by the City upon failure of the Owner to comply with all of the terms of this Agreement.
- (7) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises, so long as the structure contemplated by this agreement is in existence.
- (8) This document creates a temporary, non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

David Shannon - MANAGER of Regency Retail, LLC
DAVID SHANNON - Manager of Regency Retail, LLC
Owner

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this 6th day of July, 2015, before me, a Notary Public, in and fore said county and state, came David Shannon, to me personally known to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the Corporation.

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

Anita K. Hergert, Notary
Notary Public
My Commission Expires: 8/7/16



CITY OF WICHITA, KANSAS

By _____
Jeff Longwell, Mayor
City

ATTEST:

City Clerk

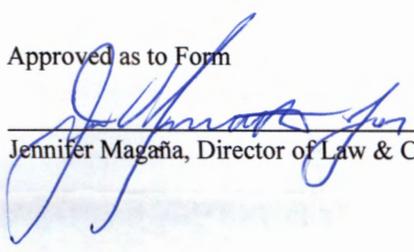
STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of _____, 2015, before me, a Notary Public, in and fore said county and state, came, Jeff Longwell, Mayor of the City of Wichita, Kansas, to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said City.

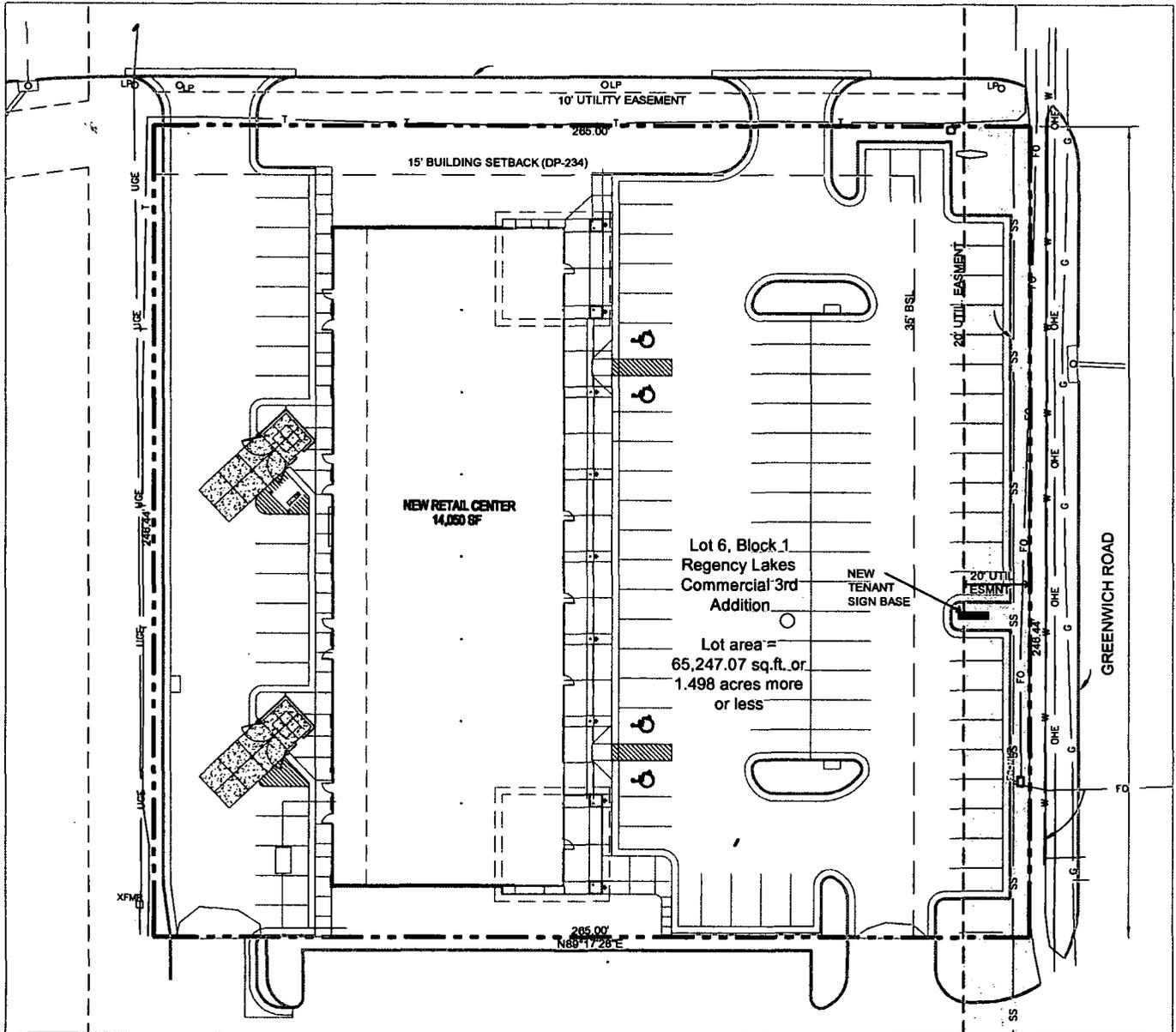
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

Notary Public
My Commission Expires: _____

Approved as to Form



Jennifer Magaña, Director of Law & City Attorney



A

SITE PLAN

1"=50'



REGENCY LAKES COMMERCIAL
3RD LOT 6, BLOCK 1

EXHIBIT "A"

08 JULY 2015

City of Wichita
City Council Meeting
August 18, 2015

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Construction Easement at 1602 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 5, 2013, the City Council approved the design for the improvement of Meridian from Pawnee to McCormick. The project calls for the improvement of Meridian to a five-lane roadway with a center turn lane, drainage improvements, new sidewalks on both sides of Meridian, the realignment of Orient at Meridian, and waterline improvements to serve surrounding residential neighborhoods. On June 16, 2015, eminent domain was initiated on all properties needed but not yet acquired for the project. The project requires a 500 square-foot temporary construction easement at 1602 S. Meridian. The property is improved with a retail business. The project does not impact the structural improvements at the property; however, the driveway off of Harry will be closed permanently and the driveway off of Meridian will be relocated to the south.

Analysis: The proposed acquisition was estimated to have a value of \$1,315. The seller agreed to accept the offer plus an additional \$8,185 for the loss of a driveway and the cost to repair and repaint the parking lot. The acceptance of the \$9,500 counteroffer will remove the property from the eminent domain action.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of \$10,000 is requested. This includes \$9,500 for the acquisition and \$500 for title work, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council 1) approve the acquisition; 2) approve the budget; and 3) authorize any necessary signatures.

Attachments: Real estate contract, tract map, and aerial.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2015 by and between D&M Partnership, Doing Business As Davenport Rentals, 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 temporary easement for construction purposes; for consideration as hereinafter set forth, the Seller agrees to grant to the Buyer, his duly authorized agents, contractors and assigns the right to enter upon the following described real estate in the County of Sedgwick, State of Kansas:

That part of Lots 5, 7, 9 and 11 , Block A, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the south line of said Lot 11 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet east of the southwest corner of said Lot 11; thence north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), and 10.00 feet normally distant east of and parallel with the west line of said Lots 5, 7, 9 and 11, 100.00 feet; thence east along the north line of said Lot 5, 5.00 feet; thence south parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 100.00 feet to a point on the south line of said Lot 11; thence west along the south line of said Lot 11, 5.00 feet to the point of beginning.

Said Tract containing 500.0 square feet, more or less.

2. The Buyer hereby agrees to purchase, and pay as consideration for the conveyance to it of the above-described real property, Nine Thousand Five Hundred Dollars (\$9,500).
3. The Seller and Buyer hereby agree that the Buyer, or his duly authorized agents, possess the right of entrance to the area described as the Temporary Construction Easement, occupation and use to continue only during the construction and completion of the above project.

The Buyer, or his duly authorized agents, agrees to restore the Temporary Construction Easement upon completion of the project to a workman like condition within thirty (30) days of completion of the project.

4. The Temporary Construction Easement expires ninety (90) days after completion of the road construction project for which this easement is acquired, or December 31, 2017, whichever date comes first.
5. 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 0% by Seller and 100% by Buyer.

6. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
7. If applicable, taxes and specials shall be pro-rated for the calendar year. All prior years specials and taxes shall be current at time of closing.
8. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted. Seller agrees to provide lease cancelations for any leases with terms longer than month to month.
9. 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.
10. 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 August 31, 2015
11. Possession to be given to Buyer at closing
12. Closing costs shall be paid 100% by Buyer and 0% by Seller.
13. Site Assessment
 - 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.

14. Buyer and Seller hereby agree that the driveway off Harry Street will close, and the driveway off Meridian will be relocated to the south an approximate twenty-five (25) feet. The Buyer, or his duly authorized agents, agrees to construct the new, replacement driveway prior to the closing of the other two driveways.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

D&M Partnership, D/B/A Davenport Rentals:


Virginia L. Davenport

BUYER:

The City of Wichita, Kansas:

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

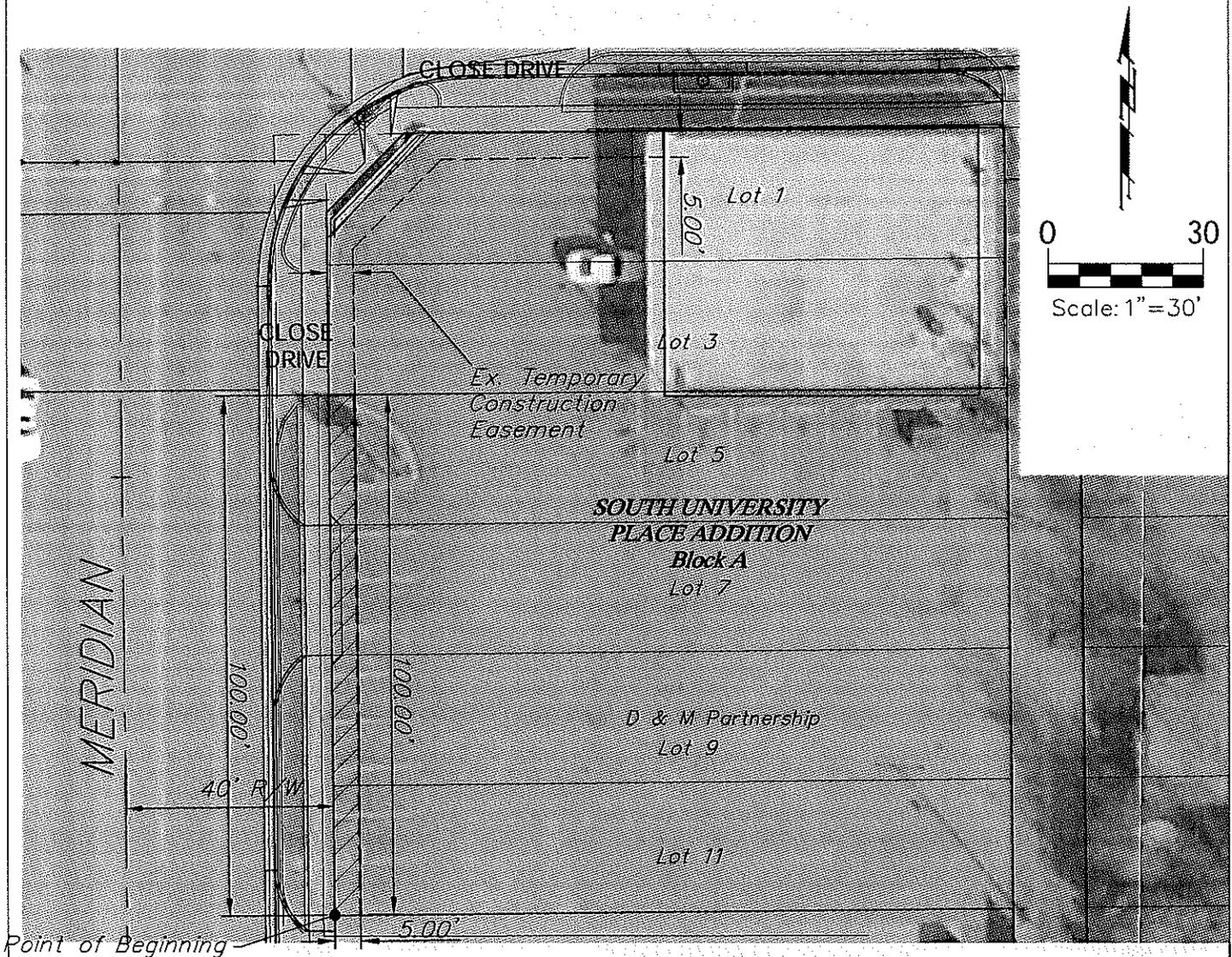
Jennifer Magana, Director of Law and City Attorney

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

That part of Lots 5, 7, 9 and 11, Block A, South University Place Addition to Wichita, Kansas, Sedgwick County, Kansas described as beginning at the intersection of the south line of said Lot 11 with the east right-of-way line of Meridian Ave. as established in Condemnation Case A-53868, said intersection being 10.00 feet east of the southwest corner of said Lot 11; thence north along the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), and 10.00 feet normally distant east of and parallel with the west line of said Lots 5, 7, 9 and 11, 100.00 feet; thence east along the north line of said Lot 5, 5.00 feet; thence south parallel with the east right-of-way line of said Meridian Ave., (Condemnation Case A-53868), 100.00 feet to a point on the south line of said Lot 11; thence west along the south line of said Lot 11, 5.00 feet to the point of beginning.

Said Tract containing 500.0 square feet, more or less.



Owner:
D & M Partnership
121 S. Putter
Andover, KS 67002

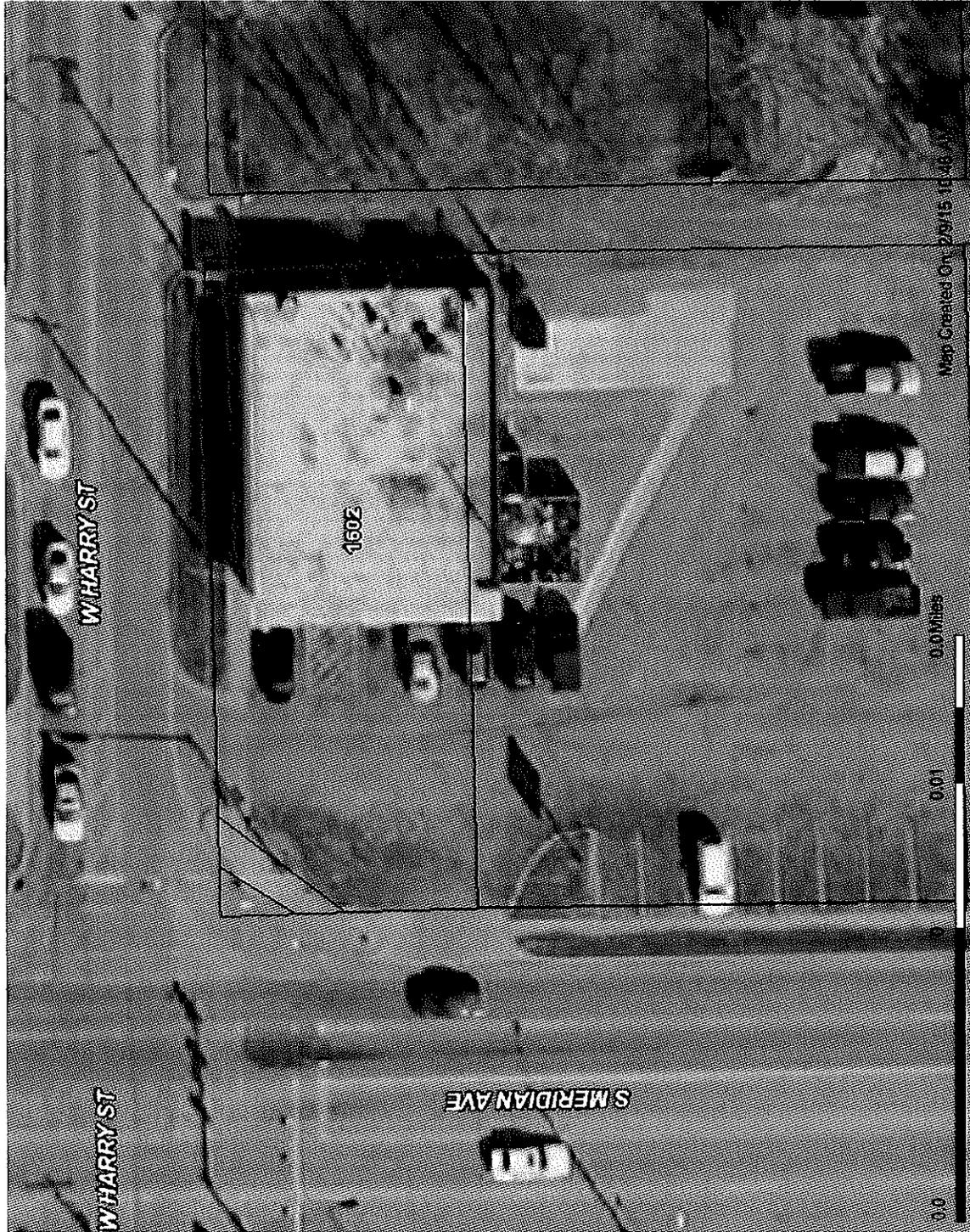
December 5, 2014

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

E:\Projects\Meridian-Orient to McCormick\Exhibit 15



Meridian and Harry



Legend

- Parcels
-  Airport Runway



1: 354

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.

City of Wichita
City Council Meeting
August 18, 2015

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Construction Easement at 1624 E. Pawnee for the Pawnee Avenue from Hydraulic Avenue to Poplar Drive Improvement Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On June 11, 2013, the City Council approved the design for the improvement of Pawnee Avenue from Hydraulic Avenue to Poplar Drive. The project calls for the improvement of Pawnee to a five-lane roadway with a center turn lane and drainage improvements. The edges of the street will be lower than the existing gutter and will require grading of adjacent properties and/or protection of the existing curbing in certain areas. Three temporary construction easements totaling 2,236 square feet are required from the property at 1624 E. Pawnee. This property is improved with an auto service facility.

Analysis: The owner accepted the estimated market value of \$2,130 offered for the easements. In addition to requiring the temporary easements, the project will require that the two driveways closest to the intersection be closed. The owners expressed concern that the closure of the driveways will adversely impact traffic flow within the property. A plan to modify the site to mitigate the traffic issues was developed and agreed to by the owner. The total cost of the mitigation plan is \$7,000. This amount will be paid to the owner only upon completion of the various mitigation items.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of \$9,730 is requested. This includes \$2,130 for the acquisition, \$7,000 for the mitigation items and \$600 for title work, closing costs and other administrative fees.

Legal Considerations: The Law Department has approved the temporary construction easement as to form.

Recommendation/Action: It is recommended that the City Council 1) accept the temporary construction easement; 2) approve the budget; and 3) authorize any necessary signatures.

Attachments: Temporary construction easement, aerial, and tract map.

City of Wichita, Kansas

TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this 29 day of July, 2015, by and Between

Bell Management & Development LLC
310 W. Central, Suite 209
Wichita, KS 67202-1004

landowner(s), and the City of Wichita, Kansas.

For consideration as hereinafter set forth, the landowner(s) agree(s) to grant to the City of Wichita, Kansas, his duly authorized agents, contractors and assigns the right to enter upon the following described real estate in the County of Sedgwick, State of Kansas:

See Legal Description Attached

For the purposes of construction and related activities for the Pawnee Avenue Project.

Said right of entrance, occupation and use to continue only during the construction and completion of the above project. It is further agreed by and between the parties hereto that this easement is not intended to change the highway right of way line as it now exists.

The City of Wichita agrees to pay the landowner(s) a lump sum of Two Thousand One Hundred Thirty and No/100 Dollars (\$2,130.00) Dollars for the temporary easement over and upon the above described property.

It is understood and agreed that the consideration for said temporary easement is in full payment for the purchase of said easement and all damages arising from the transfer of said property interest and its use for the purpose above set out.

This easement expires ninety days (90) after completion of the construction project for which this easement is acquired or three years after the date first signed, whichever occurs sooner.

Additional Considerations

1. The City of Wichita will reimburse landowners in an amount not to exceed \$2500 once the concrete islands are removed. Landowner to submit a copy of the actual invoice to the City of Wichita for reimbursement.

2. The City of Wichita will reimburse landowners in an amount not to exceed \$2500 for the installation of an awning. Landowner to submit a copy of the actual invoice to the City of Wichita for reimbursement.

3. The City of Wichita will reimburse landowners in an amount not to exceed \$1,000 for the installation of an outdoor light. Landowner to submit a copy of the actual invoice to the City of Wichita for reimbursement.

4. The City of Wichita will reimburse landowners in an amount not to exceed \$1,000 for the installation of bollards for pedestrian safety. Landowner to submit a copy of the actual invoice to the City of Wichita for reimbursement.

IN WITNESS WHEREOF, parties of the first part have hereunto subscribed their names, the day and year first above written.

Bell Management & Development LLC

By: Robert H Bell
Robert H Bell

By: Catherine P. "Patti" Bell
Catherine P. Bell

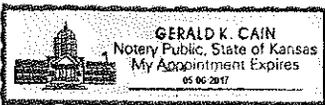
By: Robert Bell
Robert Bell

STATE OF Kansas, Sedgwick COUNTY, SS.

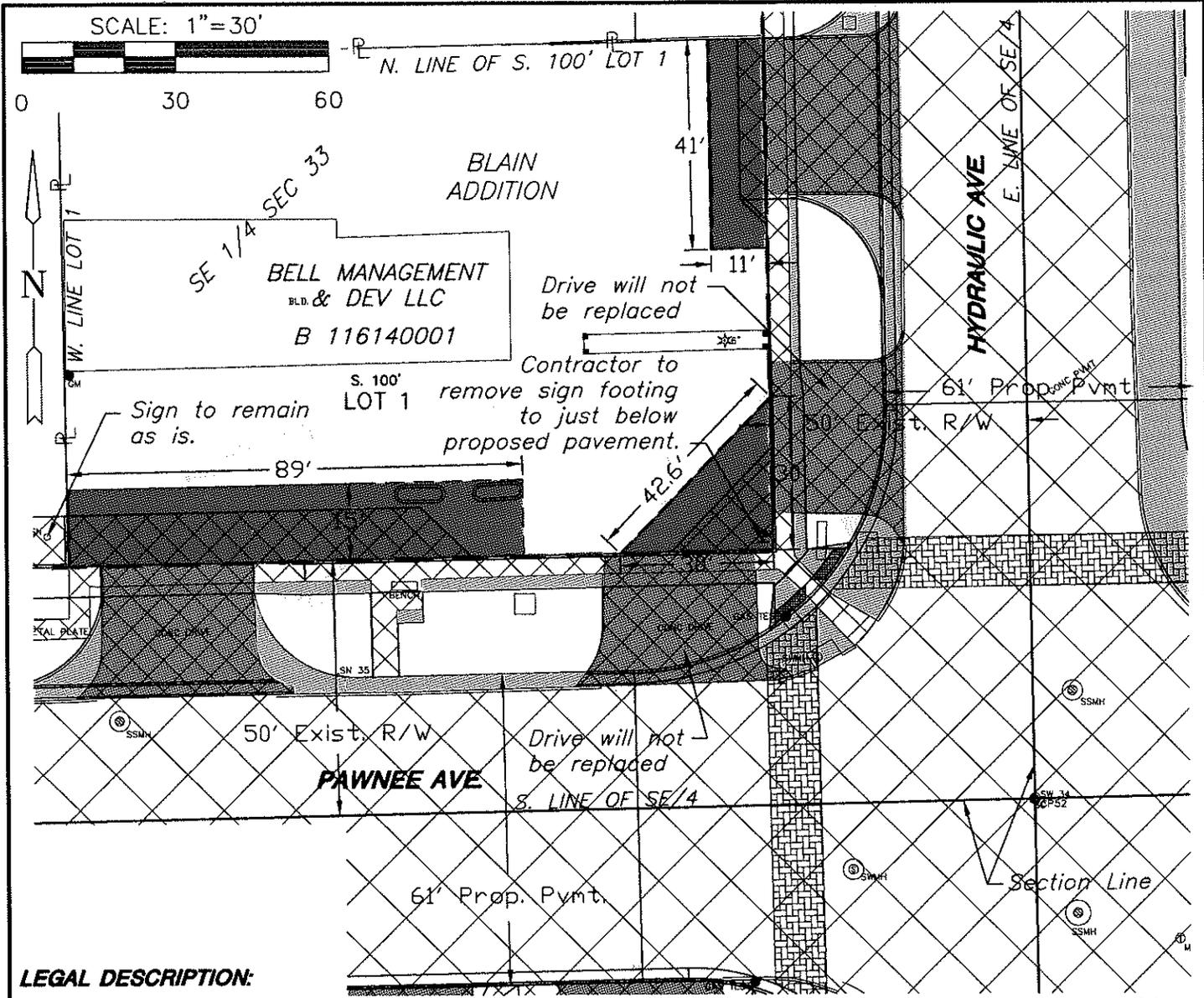
On this 29th day of July A.D. 2015, before me, a notary public in and for said county and state, personally appeared

~~Robert H. Bell~~, Catherine P. Bell and Robert Bell, Members of Bell Management & Development LLC

known to be the person(s) named in and who executed the foregoing instrument, and duly acknowledge the execution thereof.



[Signature]
NOTARY PUBLIC
My commission expires 05/06/17



LEGAL DESCRIPTION:

Three parcels of land lying in the south 100 feet of Lot 1, Blain Addition to Wichita, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

The south 15 feet of the west 89 feet of Lot 1, Blain Addition to Wichita, Kansas, Sedgwick County, Kansas.
 AND
 The north 41 feet of the east 11 feet of the south 100 feet of Lot 1, Blain Addition to Wichita, Kansas, Sedgwick County, Kansas.
 AND
 Beginning at the southeast corner of Lot 1, Blain Addition to Wichita, Kansas, Sedgwick County, Kansas; thence west along the south line of said Lot 1, 30 feet; thence northeast 42.6 feet to a point on the east line of said Lot 1 being 30 feet north of the said southeast corner; thence south along the east line of said Lot 1, 30 feet to the Point of Beginning.

Said parcels contain 2,236 sq. ft.

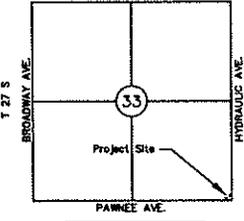
OWNER:

BELL MANAGEMENT & DEV LLC
 310 W. CENTRAL
 WICHITA, KS 67202-1004

PROPERTY IDENTIFICATION:

B 116140001

- LEGEND:**
- Right of Way
 - Temporary Construction Easement = 2,236 sq. ft.
 - Existing paved drives, walks, and street to be removed and replaced.
 - New street and sidewalk
 - Property owners existing drive within Right-of-Way



THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

NO.	REVISION	DATE

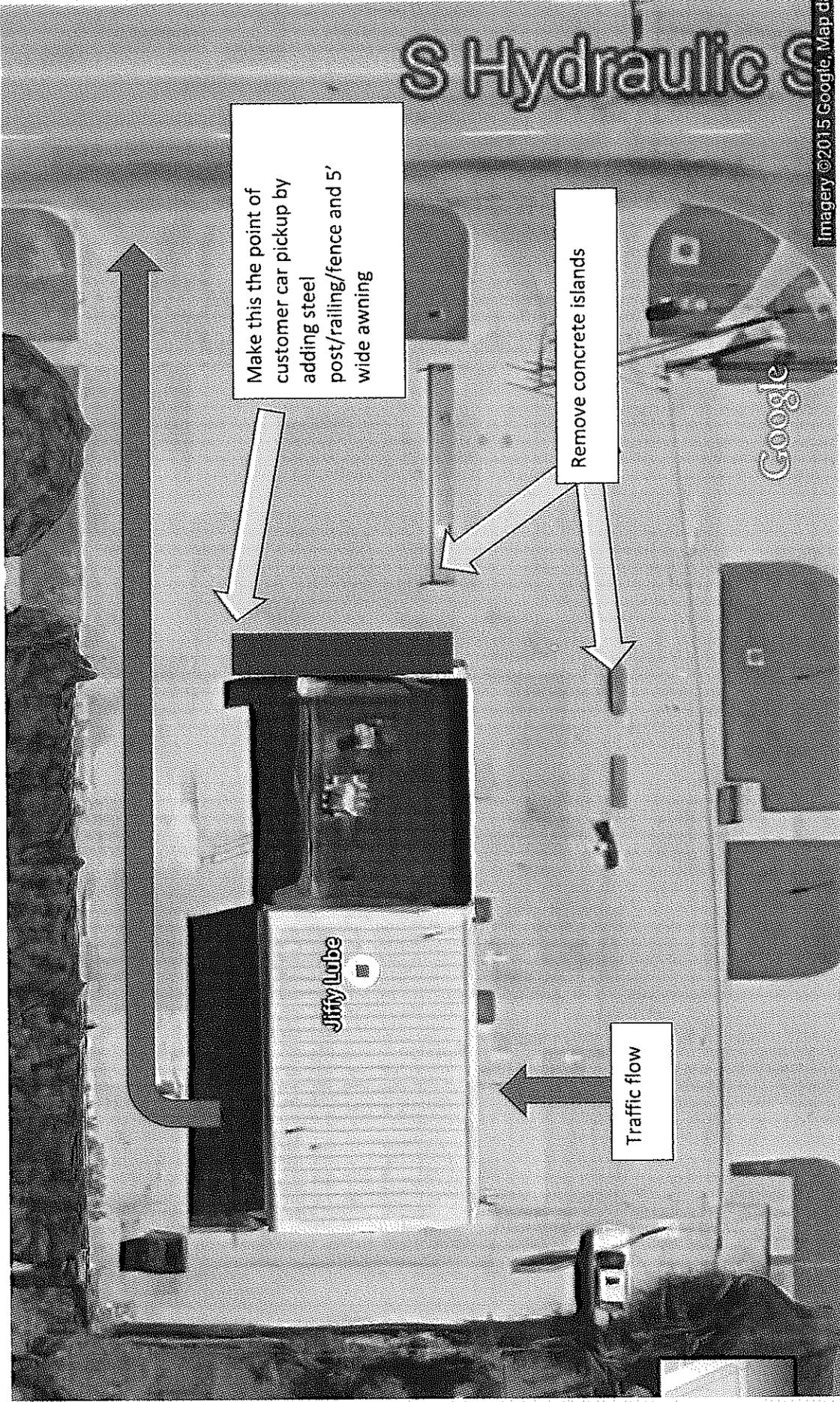
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 www.mkec.com
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411 N. Webb Rd. Wichita, KS 67206
 316.684.9500

**PAWNEE AVE.-HYDRAULIC TO POPLAR
 TEMPORARY CONSTRUCTION EASEMENT
 TRACT MAP 4**

PROJECT NO: 0501010745	DATE: SEPTEMBER 2014	SHEET NO.
DRAWN BY: DSN	DESIGNED BY: JA	APPROVED BY: JCM
		1 OF 1

S:\MAPS\2005\05745 PAWNEE K-15 TO HILLSIDE\DWG\CAD TRACT MAPS\05745 TRACT MAPS.DWG



Make this the point of customer car pickup by adding steel post/railing/fence and 5' wide awning

Remove concrete islands

Traffic flow

S Hydraulic S

Jiffy Lube

Google

Imagery ©2015 Google, Map d

City of Wichita
City Council Meeting
August 18, 2015

TO: Mayor and City Council

SUBJECT: Eminent Domain Appeal Settlement – Dunnegan
(District II)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Ratify the settlement agreement in the amount of \$800,000 that was executed on May 15, 2015.

Background: On February 8, 2011, the City Council approved the design for the improvement of Kellogg Avenue (US Highway 54) from Cypress to Chateau. The project calls for the improvement of Kellogg to a six lane, limited access highway with one way frontage roads on each side of the highway and interchanges at the intersections of Webb Road and the Kansas Turnpike (Interstate Highway 35). The project will require the acquisition of all or part of approximately 40 parcels. The properties consist of a mix of retail and commercial uses. On November 20, 2012, the City Council approved a resolution and ordinance authorizing the initiation of an eminent domain action to acquire the parcels that were unable to be acquired through negotiations.

Analysis: On November 22, 2013, the court-appointed appraisers filed their award to the property owner in the amount of \$1,333,000. The City filed an appeal of the award of the appraisers. The City’s outside counsel and its current appraisers believe that a jury could award the landowner a sum between \$330,000 and \$1,596,500, based upon the lowest to highest appraisal valuation of the parties. This settlement represents a prudent resolution of the appeal.

Financial Considerations: The City has already paid into the Court the amount of \$1,333,000. The approval of this settlement will result in the property owner refunding to the City the sum of \$533,000, plus receive an Amended Temporary Construction Easement Agreement from the property owner.

Legal Considerations: The Law Department has approved as to form the necessary legal documents to effectuate this settlement with the District Court.

Recommendation/Action: It is recommended that the City Council authorize the settlement of \$800,000.

Attachment: Settlement Agreement.

AGREEMENT

This Agreement is made, entered and effective as of the ____ day of _____, 2015, by and between Erma L. Dunnegan, (hereinafter "Landowner") and the City of Wichita, Kansas, a municipal corporation organized and existing under the laws of the state of Kansas (hereinafter "Condemnor").

WITNESSETH:

WHEREAS, prior to November 22, 2013, Landowner was the fee simple owner of an approximately 6.9 acre parcel and the improvements thereon located generally at the southeast quadrant of US-54/Kellogg & Wildcat Lane and having a common address of 9901 East Kellogg; and

WHEREAS, Condemnor is undertaking a road and highway improvement project along US-54/Kellogg and along Wildcat Lane in the vicinity of Landowner's above-described property within Wichita, Sedgwick County, Kansas; and

WHEREAS, after unsuccessful negotiations Condemnor initiated an administrative eminent domain action, *City of Wichita vs. Joe W. Self, Jr. Real Estate, LLC, et al.*, Sedgwick County District Court, Case No. 13-CV-0906 (hereinafter the "Eminent Domain Action") to acquire certain real property and real property rights and interests from Landowner's parcel in order to undertake its project, all as more specifically described as Tracts 27 and 29 in the Petition and Appraisers' Report filed therein; and

WHEREAS, Condemnor paid and Landowner received the sum of \$1,333,000 as just compensation for the acquisition of the real property and real property rights and interests taken from such Tracts 27 and 29 pursuant to the Appraisers' Report filed in the Eminent Domain Action, all in accordance with the Eminent Domain Procedure Act, KSA.26-501, et seq.; and

WHEREAS, Condemnor was dissatisfied with the award with respect to Tracts 27 and 29 and appealed such award to the Sedgwick County District Court, *City of Wichita vs. Erma L. Dunnegan, et al.*, Case No. 13-CV-3458 (hereinafter "the Eminent Domain Appeal"), for a trial *de novo*, where said appeal is presently pending; and

WHEREAS, the parties have entered into an agreement to fully and finally settle and compromise any and all claims they may have, or may hereafter have, one against the other, arising out of said takings, all matters flowing therefrom, and any other activities undertaken in connection with matters herein discussed, including any and all claims and demands for attorney's fees and litigation expenses, and by this written Agreement desire and intend to set forth the terms and condition of their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Landowner shall retain \$800,000 of the \$1,333,000 just compensation award previously paid by Condemnor in the Eminent Domain Action, and within thirty (30) days of the execution of this Agreement by all parties, Landowner shall pay Condemnor the remainder of such just compensation award, \$533,000, as

consideration for this Agreement and the dismissal of the above-referenced Eminent Domain Appeal with prejudice. Provided, however, Condemnor acknowledges it owes Landowner's experts a total of \$4,000 as fair and reasonable payment related to the expenses incurred by Landowner's expert witnesses when appearing for depositions requested by Condemnor. Therefore, Condemnor agrees to allow Landowner to deduct said \$4,000 from the payback amount above such that Landowner submits a net payment of \$529,000 to the Condemnor as a result of this agreement. Landowner shall then retain full responsibility for payment of any and all remaining amounts due to Landowner's experts. Condemnor waives any claim of statutory interest on the amount of the payback.

2. As further consideration for this Agreement and the dismissal of the above-referenced Eminent Domain Appeal with prejudice, Condemnor agrees to undertake, implement and complete the following actions as part of the design and construction of its above-referenced road and highway improvement project:

- a. The Condemnor confirms that no access control exists along Wildcat Lane adjacent to Landowner's property and none was taken in the Eminent Domain Action
- b. The existing driveways to the Landowner's property will be rebuilt by and at the cost of the Condemnor.
- c. The Temporary Construction Easements acquired from Landowner's property shall be utilized only to undertake and carry-out actual construction activity on Landowner's remaining property or on the abutting roadways, but shall not be utilized for vehicular, equipment or material storage except when directly associated with such work.
- d. Construction shall be sequenced so that:
 - i) Orme and Wildcat Lane will not be closed to traffic at the same time; and
 - ii) Wildcat Lane will be closed for a maximum of one-hundred eighty (180) cumulative days over the course of the project.

3. Condemnor agrees that upon a newly approved Community Unit Plan ("CUP") for the subject property, Condemnor shall locate and approve a thirty (30) foot break in access control between the subject property's north property line and the East Kellogg Drive frontage road at a location appropriate for the approved CUP.

4. Landowner agrees she shall remove all vehicles and other personal property from Condemnor's right-of-way and area of the Temporary Construction Easement within ninety (90) days of the execution of this Agreement by all parties. Provided, however, if Condemnor requires access to the right-of-way or area of the Temporary Construction Easement at any time before said ninety (90) days for purposes of utility relocation activities, Condemnor shall provide Landowner with a minimum of fourteen (14) days' written notice of the same, and Landowner agrees to remove all vehicles or personal property from the necessary right-of-way and/or Temporary Construction Easement within said fourteen (14) day time period.

5. The parties agree the consideration set forth herein is made in full and final settlement of any and all claims either made or which may have been made against the other arising out of the takings herein concerned, including but not limited to claims for just compensation for Condemnor's taking of Landowner's real property

and real property rights and interests and other claims for damages of whatever type or nature to Landowner's remaining real property arising out of such taking, and therefore the parties hereby mutually waive, release, relinquish and discharge any and all such claims each may now have against the other.

6. The parties agree they will mutually dismiss the above-cited Eminent Domain Appeal with prejudice. Each party will pay its own expenses, including attorney's fees, and will assume responsibility for the payment of all unpaid fees charged by their respective expert witnesses or other consultants, and hold all other parties harmless from liability for the payment of such fees. The parties further agree to each pay fifty percent (50%) of the fees of mediation at such time as an invoice from the mediator is received by each party.

7. The parties mutually agree and acknowledge:

- (a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
- (b) the consideration herein expressed is contractual and not a mere matter of recital; and
- (c) no promise or agreement not expressed herein has been made by the parties, and any amendments or modifications to this Agreement shall be in made in writing; and
- (d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
- (e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
- (f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
- (g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
- (h) each shall cooperate fully and execute any and all supplementary documents and shall take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
- (i) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
- (j) this Agreement shall be construed and interpreted in accordance with the laws of the state of Kansas.

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

[Remainder of page intentionally blank. Signature pages follow.]

LANDOWNER: ERMA L. DUNNEGAN

By: *Erma L. Dunnegan*
Erma L. Dunnegan

ACKNOWLEDGMENT

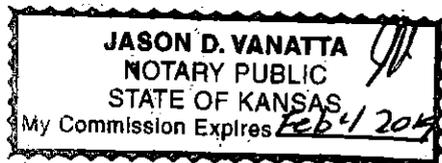
STATE OF Kansas)
)SS.
COUNTY OF Sedgwick)

BE IT REMEMBERED that on this 13 day of April, 2015, before me, the undersigned, a notary public in and for the county and state aforesaid, came Erma L. Dunnegan 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 the purposes and consideration therein expressed.

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

Jason D. Vanatta
Notary Public

My appointment expires: Feb 4 2019



[Remainder of page intentionally blank. Additional signature page follows.]

CONDEMNOR: The City of Wichita, Kansas

Jeff Longwell
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, mma
Karen Sublett, City Clerk



Approved as to form:

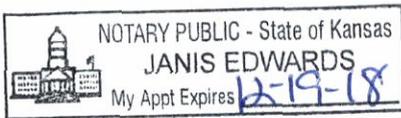
Sharon L. Dickgrafe
Sharon L. Dickgrafe, Interim Director of Law and City Attorney
Jennifer Magana,

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 15th day of May, 2015, before me, the undersigned, a notary public in and for the county and state aforesaid came, Jeff Longwell, who is personally known to me to be the Mayor of the City of Wichita, Kansas, who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

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



Janis Edwards
Notary Public

My appointment expires: 12-19-18

City of Wichita
City Council Meeting
August 18, 2015

TO: Mayor and City Council

SUBJECT: Sale of City Property at Southeast Corner of Harry and Oliver (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: The City acquired the southeast corner of Harry and Oliver in 1953 as part of a project to widen Oliver from Lincoln to 300 feet south of Pawnee. The parcel is currently utilized as an open channel for Dry Creek. The City has been approached by a retail chain that wishes to assemble the City property with the property contiguous to the east to provide a site for a convenience store. The area being requested has 49,748 square feet and is zoned residential. The buyer's plans require that the current open drainage be enclosed in an underground drainage structure.

Analysis: The buyer has offered \$50,000 (\$1 per square foot) for the parcel. The buyer estimates that it will cost between \$1,138,000 (\$22.89/sf) and \$1,178,000 (\$23.68/sf) to prepare the site for development. The buyer will be responsible for getting all required permits and approvals. The final design will be reviewed by appropriate staff and agencies to assure that the structure will be sufficient to handle all drainage requirements. Ultimately, the parcel will be filled and incorporated into the parking area to support the proposed convenience store.

Financial Considerations: The City will receive cash consideration for the sale of the property. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs. Net proceeds from the sale of the property will be deposited to the General Fund, unless otherwise directed.

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

Recommendation/Action: It is recommended that the City Council approve the real estate purchase agreement and authorize all necessary signatures.

Attachments: Real estate purchase agreement, site plan, and aerial.

CONTRACT FOR PURCHASE OF REAL ESTATE

THIS CONTRACT ("Contract") is entered into between **CITY OF WICHITA** ("Seller"), and **QUIKTRIP WEST, INCORPORATED**, a Kansas corporation, or assigns ("Buyer").

Upon execution of this Contract by both Seller and Buyer, evidenced by their signatures hereto, a valid and binding contract of sale shall exist. The "Effective Date" hereof shall be the date the Escrow Agent acknowledges, in writing, receipt of the Earnest Money Deposit. The terms and conditions of which shall be as follows:

1. **SALE:** Seller agrees to sell and convey to Buyer by general warranty deed (the "Deed") and Buyer agrees to purchase the following-described real estate (the "Property") located in the City of Wichita, Sedgwick County, Kansas, as described on Exhibit "A" and depicted on Exhibit "A-1" attached hereto, together with (i) all strips and gores of land lying adjacent to the Property which Seller owns, (ii) all rights, easements and appurtenances belonging and appertaining thereto which Seller owns, and (iii) all oil, gas and mineral rights associated with the Property, if any, which Seller owns, and any improvements thereon, if any, in their present condition. The exact size and legal description of the Property shall be determined by a survey, as provided in paragraph 4 hereof. Seller agrees to convey good and marketable title to the Property upon payment of the Purchase Price (as defined below).

2. **PURCHASE PRICE:** The total purchase price is **Fifty Thousand and No/100 Dollars (\$50,000.00)** (the "Purchase Price") payable by Buyer as follows:

(a) Within five (5) business days of Buyer having received a fully executed contract from Seller and upon Council Approval pursuant to paragraph 15(a) hereof, **One Thousand and No/100 Dollars (\$1,000.00)** as earnest money and part payment of the Purchase Price (the "Earnest Money Deposit"). The Earnest Money Deposit shall be held in an interest bearing account by **Security 1st Title, LLC, 434 North Main, Wichita, Kansas 67202** (the "Escrow Agent"). Such interest shall be for the benefit of Buyer in all instances, except when the Earnest Money Deposit is paid to Seller as a result of Buyer's default. If the Earnest Money Deposit is paid to Seller as provided herein, the interest shall be paid to Seller.

(b) The balance of the Purchase Price, in full, shall be paid to Seller, in immediately available funds, upon delivery of the Deed at Closing.

3. **CORPORATE APPROVAL: INTENTIONALLY LEFT BLANK**

4. **SURVEY:** If a survey is available and in the possession of Seller, same shall be provided to Buyer within ten (10) days of the Effective Date hereof. Within sixty (30) days from the Effective Date, Buyer shall cause a topographic and boundary survey, including a beer/wine survey if required, to be prepared (the "Survey"). The Survey shall comply with the minimum standard detail requirements for land title surveys as adopted by ALTA/ACSM, and shall be sufficient and contain appropriate certificates to allow the title insurer to issue an ALTA extended coverage owner's title insurance policy. The Survey shall indicate the location of all improvements on the Property, if any. Buyer shall be solely responsible for the cost of the Survey and shall immediately pay for such services.

5. TITLE: Seller, within fifteen (15) days of the Effective Date of this Contract, shall obtain a commitment (the "Title Commitment") for a standard Owners Title Insurance Policy (Owner's Policy ALTA 6-17-06) (the "Title Policy") insuring Buyer in the amount of the Purchase Price as of the date of the recording of the Deed, subject only to reasonable utility easements and building restrictions of record, if any, which do not hinder the Buyer's intended plans for the Property. Buyer shall have fifteen (15) days after having received both the Survey and the Title Commitment in which to have the Title Commitment and Survey examined and furnish Seller notice in writing of any objections to the title. In case of valid objections to the title, Seller shall have thirty (30) days or such additional time as may be agreed to in writing by Seller and Buyer to satisfy such objections. Buyer reserves the right to make further objections to any additional title matters arising between the effective date of the Title Commitment and the date of Closing, such additional objections to be satisfied by Seller before Closing. If such valid objections cannot be satisfied within the time specified in this paragraph, Buyer may elect to terminate this Contract by written notice to Seller, whereupon the Earnest Money Deposit shall be returned to Buyer, Buyer shall return the Title Commitment to Seller, and this Contract shall be of no further force and effect. The cost of title insurance shall be the responsibility of Seller and shall be charged to Seller at Closing.

6. TAXES AND PRORATIONS:

(a) The Seller shall pay in full:

- (i) all existing improvement liens or other assessments affecting the Property upon the date of Closing, whether such liens or assessments are then due and payable, bonded or otherwise due on one or more future dates;
- (ii) all taxes, other than general ad valorem taxes for the current calendar year, which are a lien on the Property upon the date of Closing; and
- (iii) the cost of any item of workmanship or material furnished on or prior to the date of Closing, including utility charges, except those costs or utility charges incurred at the direction of Buyer.

(b) The following items shall be prorated between the Seller and Buyer as of the date of Closing:

- (i) rents, if any; and
- (ii) general ad valorem taxes for the current calendar year, provided that, if the amount of such taxes has not then been fixed, the proration shall be based upon the rate of levy for the previous calendar year and adjusted upon receipt of actual bills.

7. RISK OF LOSS: Until Closing or transfer of possession, whichever occurs last, risk of loss to the Property shall be upon Seller.

8. ENVIRONMENTAL DISCLOSURES: Seller represents, to the best of Seller's knowledge, that Seller has disclosed to Buyer all information which Seller may have relative to the use, storage or disposal of any hazardous substance or chemical or hydrocarbon product and/or the existence of any wetlands or floodplains in connection with the Property. Further, Seller shall provide to Buyer copies of any and all reports, studies, investigations, or other documents relating to the environmental or geologic condition of the Property, including wetlands and/or floodplain, within ten (10) days after the Effective Date. Buyer acknowledges that such information is provided for informational purposes only and by

doing so Seller makes no representations or warranties, whether expressed or implied, as to the accuracy or completeness of such information.

9. **ENVIRONMENTAL CONDITIONS:** In the event underground storage tanks, hazardous substances or hazardous waste, as defined by any federal, state or local statute, law, ordinance, or regulation are discovered on the Property, whether installed, placed or disposed of by Seller or a previous owner, Seller shall elect (i) to be responsible for any costs and expenses related to the removal of such underground storage tanks, hazardous substances or hazardous waste, including any required remediation, in compliance with any federal, state or local environmental regulations (the "Environmental Matters"), or (ii) offer to allow Buyer to terminate this Contract. In the event Seller offers to allow Buyer to terminate this Contract, Buyer may elect (i) to terminate this Contract, or (ii) for Buyer to be financially responsible for any cost or expenses related to the Environmental Matters. In the event Buyer elects to be financially responsible for the Environmental Matters, Seller agrees to cooperate with Buyer and execute any documents, applications, permits, or other reports regarding the Environmental Matters. The provisions of this paragraph shall survive Closing.

10. **INSPECTION PERIOD AND BUYER'S RIGHT TO TERMINATE:**

(a) Beginning on the Effective Date of this Contract and continuing for a period of **one hundred eighty (180) days** thereafter (the "Inspection Period"), unless such period is extended as provided in paragraph 11 hereof, Buyer and its agents, at Buyer's sole cost and expense, shall have the right to enter the Property to inspect the Property and perform and/or obtain any tests, surveys, studies and assessments, including, but not limited to, a Phase I and Phase II Environmental Assessment involving soil and ground water borings and/or excavations as determined necessary by Buyer. Seller acknowledges and agrees that there are numerous material contingencies to Buyer's acquisition of the Property, including, but not limited to, obtaining necessary governmental approvals and permits, curb cut authorizations, necessary access rights, zoning, availability of utilities, and Buyer's determination of the economic feasibility and general suitability of the Property for Buyer's proposed use. Seller agrees to reasonably cooperate with Buyer, at no cost or expense to Seller, regarding Buyer's inspection of the Property, including, but not limited to, executing any disposal manifests or other documents related to the environmental testing performed by Buyer.

(b) In the event Buyer determines in its sole and absolute discretion that the Property is not suitable for Buyer's intended use within the Inspection Period, as may be extended as provided herein, Buyer may elect to terminate this Contract by written notice to Seller and Escrow Agent. If this Contract is terminated, the Earnest Money Deposit shall be distributed pursuant to the provisions of paragraph 14, and neither party shall have any further obligations hereunder. It is understood that Buyer will be expending considerable time, effort and/or money in conducting the foregoing inspections, which shall constitute independent consideration to Seller for removing the Property from the market.

(c) Buyer shall promptly restore the Property to conditions substantially similar to the condition of the Property immediately prior to any inspection or testing performed by Buyer during the Inspection Period. Buyer agrees to defend, protect, indemnify and hold Seller harmless from and against any damages to the Property or for any and all liability, liens, claims, suits for personal injury, death, or damage to property resulting from or caused by the activities of Buyer's agents, employees, licensees, and contractors on the Property. This indemnification shall survive Closing or termination of this Contract.

11. **INSPECTION PERIOD EXTENSION:** In the event Buyer is unable to complete its inspection and evaluation of the Property within the Inspection Period, Buyer may extend the Inspection

Period, on a month-to-month basis, for up to **Six (6) months** with the payment of **One Thousand and No/100 Dollars (\$1,000.00), per month**. Such payments shall be delivered to the Escrow Agent on or before the expiration of the Inspection Period or any subsequent extension thereof and shall be deposited as an Additional Earnest Money Deposit. Such payments shall apply to the Purchase Price upon Closing, but shall be non-refundable if the Contract is terminated for any reason other than Seller's default. In the event Buyer terminates this Contract, the Escrow Agent shall immediately release these Additional Earnest Money Deposits to Seller.

12. **ROAD IMPROVEMENTS: INTENTIONALLY LEFT BLANK**

13. **EASEMENTS: INTENTIONALLY LEFT BLANK**

14. **TERMINATION:** In the event Buyer terminates this Contract for any reason provided herein, the Escrow Agent shall immediately release to Seller One Hundred and No/100 Dollars (\$100.00) of the Earnest Money Deposit, as well as any Additional Earnest Money Deposits paid pursuant to paragraph 11 hereof, as full consideration for this Contract and the granting of this right of termination. The balance of the Earnest Money Deposit shall be immediately returned to Buyer, whereupon no party hereto shall have any further right, duties, claims or liabilities hereunder.

15. **SPECIAL CONDITIONS:**

(a) **COUNCIL APPROVAL:** Seller's obligations under this Contract are conditioned upon approval of this Contract by City of Wichita City Council ("Council Approval").

(b) **ZONING APPROVAL CONTINGENCY:** In the event the necessary zoning approvals, permits, licenses or governmental approvals referenced herein contain stipulations which render the development of Buyer's project commercially or economically unfeasible, in Buyer's sole discretion, Buyer shall have the right to terminate this Contract and the Earnest Money shall be distributed pursuant to the provisions of paragraph 14 above.

(c) **DRAINAGE EASEMENT:** Buyer and Seller agree that Buyer will be seeking various permits and approvals from authorities having jurisdiction and consideration of the floodway that currently exists through the Property. Buyer intends to seek approval from the Federal Emergency Management Agency (FEMA) to encapsulate the open floodway that exists on the Property. Buyer understands that upon Buyer obtaining all necessary permits to encapsulate the floodway Seller will reserve a storm water easement over the encapsulated portion of the floodway on the Property as a condition of the sale of the Property.

16. **USE RESTRICTION:** **Buyer shall not use or permit any other person or business enterprise to use the Property as a salvage yard, retail liquor store, tavern, escort service, adult bookstore, adult-theater, sexually oriented business, for the sale of pornographic or sexually explicit materials or drug paraphernalia, drug or alcohol rehabilitation facility, half-way house, community correctional facility, multi-game or casino style gambling facility, new or used car sales, or commercial billboard. Further, Buyer will not knowingly allow the sale of the Property to any person or business enterprise for the purpose of constructing, leasing or operating a salvage yard, retail liquor store, tavern, escort service, adult bookstore, adult-theater, sexually oriented business, for the sale of pornographic or sexually explicit materials or drug paraphernalia, drug or alcohol rehabilitation facility, half-way house, community correctional facility, multi-game or casino style gambling facility, new or used car sales, or commercial billboard. The provisions of this paragraph shall survive Closing, and shall be made public record by separate document and shall run with the land.**

17. **VISIBILITY EASEMENT: INTENTIONALLY LEFT BLANK**

18. **SELLER'S REPRESENTATIONS:** Seller's representations are as follows:

- (a) There are no contracts or other obligations outstanding for the sale, exchange, or transfer of all or any part of the Property.
- (b) Seller shall not at any time prior to Closing grant to any person an interest in the Property.

19. **CLOSING:** The Closing shall take place at the offices of the Escrow Agent within thirty (30) days after the expiration of the Inspection Period, as may be extended pursuant to paragraph 11 or satisfaction of all contingencies hereto, as determined in Buyer's sole discretion, whichever occurs first.

20. **CLOSING — SELLER DELIVERY:** At Closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense, each of the following:

- (a) The Deed, duly executed and acknowledged by Seller.
- (b) The final revised Title Policy in the form specified in paragraph 5 hereof.
- (c) All additional documents and instruments as in the mutual and reasonable opinion of Seller's and Buyer's counsel and Escrow Agent, are reasonably necessary for the proper consummation of this transaction.

21. **CLOSING — BUYER'S DELIVERY:** At the Closing, Buyer, at Buyer's sole cost and expense, shall deliver to Seller the following:

- (a) The Purchase Price in the amount and manner required by paragraph 2 hereof.
- (b) All additional documents and instruments as in the mutual and reasonable opinion of Seller's and Buyer's counsel and Escrow Agent, are reasonably necessary for the proper consummation of this transaction.

22. **POSSESSION:** Seller shall vacate and cause all other persons to vacate the Property, and shall deliver tenant-free possession of the Property to Buyer at Closing.

23. **BREACH OR FAILURE TO CLOSE:** If, after Seller has performed Seller's obligations under this Contract, and if within five (5) days after the date specified for Closing under paragraph 19, Buyer fails to make the payments under this Contract, without reasonable cause or extension, then the Earnest Money Deposit shall be paid to Seller as liquidated damages for the breach of the Contract by Buyer, as Seller's sole remedy. Seller and Buyer agree that such amount is a reasonable amount for liquidated damages and that it would be impractical and extremely difficult to determine actual damages. If Buyer shall perform all of the obligations of Buyer hereunder and Seller shall breach this Contract or fail to perform all of the obligations of Seller hereunder, then Buyer shall be entitled to cancel and terminate this Contract, and receive a full refund of all Earnest Money Deposits. In the event Buyer elects to terminate this Contract because of Seller's breach or failure to close hereunder, Seller shall compensate Buyer for all costs and expenses actually incurred by Buyer during its inspection, testing, and development of the Property in anticipation of Closing (the "Development Costs"). Buyer and Seller may

mutually agree, in writing, to terminate this Contract. If so, Buyer shall receive a full refund of all Earnest Money Deposits.

24. **NOTICES:** All notices required under this Contract shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; or (iv) personal delivery and the date of such notice will be deemed to have been the date on which such notice is delivered or attempted to be delivered as shown by the certified mail return receipt or a commercial delivery service record or in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt. Provided, however, that if the date for the performance of any action or obligation, or any time period specified hereunder occurs on a Saturday, Sunday, days proclaimed as legal holidays by the state, city or federal government or days where the recipient party's office is closed due to natural disaster, then such date or time period shall be extended until the next business day. All notices shall be addressed as follows, unless otherwise specified in writing:

SELLER:

**City of Wichita
455 N. Main
Wichita, Kansas 67202
Attn: Jeff Longwell, City of Wichita Mayor**

with a copy to:

**City of Wichita
455 N. Main
Wichita, Kansas 67202
Attn: John Philbrick, City of Wichita Real Estate Administrator**

with a copy to:

**City of Wichita
455 N. Main
Wichita, Kansas 67202
Attn: Jennifer Magana, Director of Law and City Attorney**

BUYER:

**QuikTrip West Incorporated
P.O. Box 3475, Tulsa, Oklahoma 74101
or, 4705 S. 129th E. Ave., Tulsa, Oklahoma 74134-7008
Attn: Vice President
Fax: 918-615-7280**

with a copy to:

**QuikTrip Corporation
P.O. Box 3475, Tulsa, Oklahoma 74101
or, 4705 S. 129th E. Ave., Tulsa, Oklahoma 74134-7008
Attn: Mike Wooten
Fax: (918) 994-3616**

with a copy to:

**QuikTrip West Incorporated
P.O. Box 3475, Tulsa, Oklahoma 74101
or, 4705 S. 129th E. Ave., Tulsa, Oklahoma 74134-7008**

Attn: General Counsel

Fax: (918) 994-3594

25. TRANSACTION AGENT: **INTENTIONALLY LEFT BLANK**

26. ASSIGNMENT: Buyer may assign this Contract, provided the assignee assumes, in writing, all obligations and liabilities of Buyer under the Contract. Buyer shall not be relieved of any liability hereunder.

27. LEGAL FEES: **INTENTIONALLY LEFT BLANK**

28. EFFECT: This Contract, when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of Seller and Buyer, their heirs, legal representatives, successors and assigns.

29. ENTIRETY: This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents.

30. AMENDMENT: This Contract can only be amended or modified by a written agreement signed by Seller and Buyer.

31. CONFIDENTIALITY: **Except to the extent required otherwise by applicable law or code, Seller and Buyer agree to keep this Contract and the terms and provisions thereof confidential and not to make any public announcement or disclosure or provide any third party any information or facts; including, but not limited to, the Purchase Price, without the written consent of the other party. To the extent a party is legally compelled to disclose any of the terms and provisions of this Contract, such party will furnish only that portion of this Contract which is legally required. The provisions of this paragraph shall survive Closing.**

32. The laws of the State of Kansas shall apply to this contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

33. **TIME OF ESSENCE:** This Contract shall be null and void unless signed by Seller and delivered to Buyer on or before **5:00 P.M., August 14, 2015**. Time is of the essence of this Contract and Buyer and Seller hereby agree to perform each and every obligation hereunder in a prompt and timely manner; provided, however, that if the date for the performance of any action or obligation, or any time period specified hereunder occurs on a Saturday, Sunday, days proclaimed as legal holidays by the state, city or federal government or days where the recipient party's office is closed due to natural disaster, then such date or time period shall be extended until the next business day.

APPROVED BY SELLER: This ____ day of _____, 2015.

CITY OF WICHITA, KANSAS

By: _____
Jeff Longwell
City of Wichita Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law and City Attorney

APPROVED BY BUYER: This ____ day of _____, 2015.

QUIKTRIP WEST, INCORPORATED

By: _____
Chad M. Stanford
Vice President

EXHIBIT "A"
Property Description

That part of City of Wichita R/W Property for QuikTrip 329R

A tract of land lying in the Northwest Quarter of Section 36, Township 27 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest Corner of said Northwest Quarter; thence East along the north line of said Quarter, 60 feet; thence South parallel with the west line of said Quarter, 50 feet; thence East parallel with said north line, 35 feet to the Point of Beginning; thence East parallel with said north line, 121.5 feet to the Northwest Corner of Lot 1, McGoveny Addition to Wichita, Kansas; thence South along the west line of said Lot 1, 169.1 feet to the Southwest Corner of said Lot 1; thence Southwesterly along the west line of Lot 2, said Addition and the west line of Replat of Lots 3 & 4 & part of Lot 2, McGoveny Addition to Wichita, Kansas, 232.91 feet, more or less, to the southwest corner of said Replat, said point being 428 feet south and 113.5 feet east of the Northwest Corner of said Quarter; thence Southwesterly along the west line of a tract of land described in Deed Book 981, Page 109, 52.5 feet to the north line of Lot 1, McGoveny Second Addition to Wichita, Sedgwick County, Kansas; thence West along said north line, 30 feet; thence North parallel with and 60 feet east of the west line of said Quarter, 390 feet; thence Northeast, 49.5 feet to the Point of Beginning.

Said tract of land contains 49,748 square feet or 1.14 acres, more or less.

A depiction of the Property is set forth on Exhibit "A-1".

Southesast Corner of Harry and Oliver



Legend

Parcels

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

1: 1,826

City of Wichita
City Council Meeting
August 18, 2015

TO: Mayor and City Council

SUBJECT: Amendment to Contract for Parking Management (Districts I and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the amendment.

Background: The City is renovating the 550-space parking garage located at the southwest corner of Market and William. Upon completion, the City will operate the garage as a public parking facility. On August 10, 2010, the City of Wichita and The Car Park, Inc. (TCP) entered into a contract for management of the City Hall Parking complex, the State Office Building Parking Garage and various City-owned surface lots. The contract provides for the addition and subtraction of parking facilities by contract amendment.

Analysis: Staff has negotiated four amendments to the TCP parking management contract. A monthly management fee of \$5,152 has been negotiated to provide all services defined in the management contract for the new garage. This fee is consistent with the fees for other City facilities when adjusted for the specific operating requirements of this garage.

Financial Considerations: Revenues and expenditures related to the Market and William parking garage will be recorded to the Downtown Parking Fund.

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

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

Attachment: Fifth Amendment to Contract

FIFTH AMENDMENT TO CONTRACT

THIS CONTRACT AMENDMENT ("Amendment") is made this ___ day of August, 2015, by and between The Car Park, Inc. (Contractor) and the City of Wichita ("City").

WHEREAS Contractor and City have previously entered into a CONTRACT FOR OPERATION & MANAGEMENT OF CITY OF WICHITA PARKING GARAGES AND LOTS dated the 10th day of August, 2010 (collectively referred to as "Contract"); and

WHEREAS, Section 2 of the Contract allows the City to request the addition of facilities by giving written notice to the Contractor; and

WHEREAS, said notice has been given to and accepted by the Contractor;

NOW, THEREFORE, Contractor and City now desire to amend said Lease Agreement as follows:

1. Section 2 of the Contract shall be amended to include the parking garage located at the southwest corner of Market and William. Said amendment shall indicate this facility as "5. Parking at Market and William". The monthly management fee shall be \$5,142.
2. This adjustment in facilities managed by the Contractor shall occur upon receipt of a certificate of occupancy for the Parking at Market and William garage, estimated to occur September 1, 2015.
3. Except as provided in this Amendment, all terms and conditions of the Lease Agreement are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment of the Lease Agreement on the date first above written.

CONTRACTOR
The Car Park, Inc.

By: Jeff Wolfe, its President

CITY
CITY OF WICHITA

By: Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law and City Attorney

City of Wichita
City Council Meeting
August 18, 2015

TO: Mayor and City Council

SUBJECT: Kellogg and Webb Sanitary Sewer Relocation Construction Funding (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised budget, adopt the amending resolution and amending notice of intent.

Background: On February 5, 2013, the City Council approved the relocation of existing sanitary sewer facilities on East Kellogg between Cypress and Greenwich, for reconstruction of the Kellogg and Webb Interchange project. The relocation is required to resolve all conflicts with the proposed interchange improvements. On June 12, 2015, the Kellogg and Webb Interchange project was let and sanitary sewer construction was over estimate by approximately \$40,000.

Analysis: This project will relocate the sanitary sewer mains on the north and south side of Kellogg between Cypress and Greenwich. The additional cost of the construction is due to pipe relocation that was originally going to be a part of the Kellogg and Greenwich Interchange project, the complexity of the utility relocation, and the narrow corridor between existing and proposed utilities.

Financial Considerations: On February 5, 2013, the City Council approved a project budget of \$1,364,000. An additional \$864,000 is included in the Proposed 2015-2024 Capital Improvement Program (CIP) in 2015.

Staff recommends initiating \$125,000 of this \$864,000, reserving the remaining \$739,000 for future work related to the Kellogg project. Initiating this \$125,000 will increase the project budget from \$1,364,000 to \$1,489,000, which should be sufficient to cover all work associated with the June 12, 2015 bidding process. All project costs will be funded either from the Sewer Utility (SU) through the issuance of future revenue bonds or from cash reserves. If bonds are issued, then there will be an additional 8% added for bond reserves and financing costs.

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

Recommendation/Action: It is recommended that the City Council approve the revised budget, adopt the amending resolution and amending notice of intent, and authorize the necessary signatures.

Attachments: Budget sheet, amending resolution and amending notice of intent.

Project Request

CIP Non-CIP CIP YEAR: CIP #: # 6 PROPOSED CIP

NEIGHBORHOOD IMPROVEMENT

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

FUND: 533 Sewer Construction ENGINEERING REFERENCE #: _____

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: _____ REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: S-025 Kellogg and Webb Sanitary Sewer Relocation S-025

PROJECT DETAIL #: _____ PROJECT DETAIL DESCRIPTION: _____

OCA #: _____ OCA TITLE: _____

PERSON COMPLETING FORM: LaShonda Garnes PHONE #: 268-4594

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

NEW BUDGET REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
<u>9813 cash transfer IN</u>	\$1,364,000.00	\$125,000.00	\$1,489,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Total	\$1,364,000.00	\$125,000.00	\$1,489,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
<u>2999 contractals</u>	<u>\$1,364,000</u>	<u>\$125,000</u>	<u>\$1,489,000</u>
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Total Expense:	\$0.00	\$0.00	\$0.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD: 
 DEPARTMENT HEAD: 
 BUDGET OFFICER: _____
 CITY MANAGER: _____

Print Form
 DATE: 07/23/15
 DATE: _____
 DATE: 28 July 2015
 DATE: _____

RESOLUTION NO. 15-252

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 13-027 OF THE CITY OF WICHITA, KANSAS WHICH DECLARED IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body has heretofore by Resolution No. **13-027** of the City (the "Prior Resolution), found and determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Kellogg and Webb Sanitary Sewer Relocation (S-025)

(the "Project") at an estimated cost, including related design and engineering expenses of **\$1,364,000**; and

WHEREAS, the Prior Resolution also determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$1,364,000** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds") to be payable from the revenues of the Utility; and

WHEREAS, the scope of the Project has expanded to include additional service connections and it therefore necessary to amend the Prior Resolution.

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

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

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

Kellogg and Webb Sanitary Sewer Relocation (S-025)

(the "Amended Project") at an estimated cost, including related design and engineering expenses of **\$1,489,000**. It is hereby further authorized, ordered and directed that the Amended Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The Amended Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. In order to pay all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs, it is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$1,608,120** (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Amended Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution made on or after the date which was 60 days before the date of adoption of the Prior Resolution and to reimburse additional expenditures authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

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

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

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on August 18, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and
Director of Law

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), adopted Resolution No. 15-252, on August 18, 2015 (the “Resolution”). The Resolution amended Resolution No.13-259 (the “Prior Resolution”) which found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility (the “Project”), which is owned and operated by the City (the “Utility”), and authorized the issuance of revenue bonds in amount not to exceed \$1,364,000 in order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs. **The Resolution modified the scope of the Project to complete construction of the project and it therefore necessary to amend the Prior Resolution, to complete the work on**

Kellogg and Webb Sanitary Sewer Relocation (S-025)

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of \$1,489,000, and declared the intention to issue revenue bonds an aggregate principal amount not to exceed \$1,608,120 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”) in order to finance all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs.

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

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on August 18, 2015.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
August 18, 2015

TO: Mayor and City Council

SUBJECT: Triangle Park Knight Foundation Fund Grant (District VI)

INITIATED BY: Department of Park & Recreation

AGENDA: Consent

Recommendation: Authorize the Knight Foundation Fund grant application.

Background: The John S. and James L. Knight Foundation was established in 1950 as a private foundation dedicated to furthering their ideals of service to community. The Knight Foundation operates in the 26 communities where the Knight brothers published newspapers, including Wichita.

The Wichita Community Foundation established the Knight Foundation Fund in November, 1993. The fund supports the success of the community through investments that inspire the actions of residents in Wichita and help build a better democracy and a successful future. It also invests in places that are primed to accelerate talent and opportunity. Grants are awarded each year up to a cumulative total of \$200,000, and applications are due September 1, 2015.

Analysis: Final design of the Advanced Learning Library at 2nd and McLean provides space for a public park east of Sycamore Street. Roughly two acres in size, it has temporarily been called “Triangle Park” because of its shape. The Park and Recreation Department (P&R) sees this new public space as a unique opportunity to support and encourage the public to learn, play and grow in a creative environment. A Master Plan for Triangle Park is necessary to assure that it will compliment both the Advanced Learning Library and Exploration Place, become a gathering place for the urban neighborhood, as well as attract youth, senior citizens and people of all backgrounds from all parts of the City.

Park and Recreation, the Library Department, the Wichita Downtown Development Corporation and Exploration Place have been working together to develop park priorities. Initial concepts include a creative youth play area with open green space. Local playground, athletic and recreation equipment suppliers have also expressed interest in becoming a part of the park development.

Triangle Park is anticipated to be a quality urban gathering place offering educational and creative experiences. To achieve this, P&R is preparing a grant application for \$200,000 to develop a Master Plan, design concept and work toward final design documents.

Financial Considerations: No matching funds are required from the City.

Legal Considerations: The Law Department has reviewed the grant application documents as to form.

Recommendations/Actions: It is recommended that the City Council authorize staff to submit the Knight Foundation Fund grant application and authorize the necessary signatures.

Second Reading Ordinances for August 18, 2015 (first read on August 11, 2015)

A. Agreement to Respread Assessments: Falcon Falls 6th Addition.

ORDINANCE NO. 50-063

AN ORDINANCE AMENDING ORDINANCE 47-630 OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CONSTRUCTION OF SWD NO. 275, TO SERVE FALCON FALLS 2ND & 3RD & COMMERCIAL ADDITIONS, North of 45th Street North, West of Hillside (468-84067/485-303).

B. ZON-00021 City Zone Change Request from B Multi-Family to Limited Industrial (LI) on Property Generally Located South of 15th Street North on the West side of North Santa Fe.

ORDINANCE NO. 50-066

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

C. ZON2015-00022 City Zone Change Request from SF-5 Single-Family Residential to TF-3 Two-Family Residential on Property Generally Located South of 45th Street North on the West side of North Webb Road.

ORDINANCE NO. 50-067

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

D. ZON2015-00023 City Zone Change from LC Limited Commercial to CBD Central Business District on Property Located East of Seneca Street on the Southwest Corner of Douglas Avenue and Walnut Street.

ORDINANCE NO. 50-068

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

City of Wichita
City Council Meeting
August 18, 2015

TO: Wichita Airport Authority

SUBJECT: Steven Aviation Joint Venture
Non-Commercial Private Hangar Operator Use and Lease Agreement
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement.

Background: Mike Steven and Brandon Steven have formed a joint venture called Steven Aviation Joint Venture (Steven Aviation) to construct an aircraft storage hangar. Mike Steven and Brandon Steven each own several aircraft and currently lease aircraft storage space from commercial operators on both Wichita Dwight D. Eisenhower National Airport (Airport) and Colonel James Jabara Airport.

Analysis: Steven Aviation is now desirous of entering into an agreement with the Wichita Airport Authority (WAA) to lease 52,534 square ft. of land on the Airport to construct a non-commercial storage hangar with office space. The hangar will be located at the northeast portion of the Airport along the east side of Taxiway H. The construction and operation of non-commercial private hangars complies with the WAA's Minimum Standards for Aeronautical Activities. The estimated construction cost to build the hangar is \$1.72 million. The hangar will be built with private financing from the tenant, but the title to the facility will vest with the WAA. The initial term of the lease is 20 years with four, five-year option terms.

Financial Considerations: The land rental rate of \$0.2081 per square ft. will result in new initial annual revenue to the WAA of \$10,932 for use of the land. The land rental rate will increase five percent for every five-year period, which is consistent with the WAA's published land rental rate schedule.

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

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

Attachments: Agreement.



WICHITA AIRPORT AUTHORITY

LEASE AGREEMENT

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

STEVEN AVIATION JOINT VENTURE

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

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THIS LEASE AGREEMENT (“Agreement”) is entered into this 18th day of August, 2015, between The Wichita Airport Authority, Wichita, Kansas (“LESSOR”) and Steven Aviation Joint Venture (“LESSEE”).

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

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

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

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

1. PREMISES

LESSOR agrees to let to LESSEE, and LESSEE does hereby rent from LESSOR certain real property located at 6535 Pueblo Court, consisting more or less of 52,534 sq. ft. of land (Premises), as set forth and shown on the attached Exhibit “A”. The Premises shall include the land and any facilities, structures and improvements located and constructed on the land.

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

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

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

2. INITIAL TERM

The term of this Agreement shall commence on September 1, 2015, and shall continue for a period of twenty (20) years ("Initial Term"), with the Initial Term expiring on August 31, 2035, unless otherwise terminated under provisions agreed to herein.

3. OPTION TERMS

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

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

The first Option Term shall commence on September 1, 2035, and expire on August 31, 2040. The second Option Term shall commence on September 1, 2040 ("Second Option Term"), and expire on August 31, 2045. The third Option Term shall commence on September 1, 2045, and expire on August 31, 2050 ("Third Option Term"). The fourth Option Term shall commence on September 1, 2050, and expire on August 31, 2055 ("Fourth Option Term").

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

4. LAND RENT DURING INITIAL TERM

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

INITIAL TERM					
6535 Pueblo Court - 52,534 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
09/01/2015	-	08/31/2020	.2081	10,932.33	911.03
09/01/2020	-	08/31/2025	.2185	11,478.68	956.56
09/01/2025	-	08/31/2030	.2294	12,051.30	1,004.27
09/01/2030	-	08/31/2035	.2409	12,655.44	1,054.62

5. FACILITY RENT DURING OPTION TERM(S)

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

6. LAND RENT DURING OPTION TERMS

FIRST OPTION TERM					
6535 Pueblo Court - 52,534 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
09/01/2035	-	08/31/2040	.2529	13,285.85	1,107.15

SECOND OPTION TERM					
6535 Pueblo Court - 52,534 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
09/01/2040	-	08/31/2045	.2655	13,947.78	1,162.31

THIRD OPTION TERM					
6535 Pueblo Court - 52,534 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
09/01/2045	-	08/31/2050	.2788	14,646.48	1,220.54

FOURTH OPTION TERM					
6535 Pueblo Court - 52,534 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
09/01/2050	-	08/31/2055	.2927	15,376.70	1,281.39

7. OTHER FEES AND CHARGES

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

LESSEE shall pay a fuel flowage fee to LESSOR on fuels or propellant delivered to and dispensed by LESSEE on the Airport. LESSEE shall maintain and report accurate and complete records of fuel dispensed. LESSEE shall furnish to LESSOR for each calendar month a statement showing total fuel gallons dispensed, which shall be submitted to the LESSOR by the fifteenth (15th) day of the month following each calendar month. LESSEE agrees to pay fuel flowage fees to LESSOR by the fifteenth (15th) day of the month following each calendar month of service.

LESSOR shall have the right, at all reasonable times, to inspect and audit all records such as fuel dispensing logs, or other similar report.

The LESSOR reserves for itself the right to charge any other provider, whether commercial, non-commercial, retailer, wholesaler, or for company or personal use, a fuel flowage fee for all fuels or propellant delivered to and dispensed on the Airport, which fee may be adjusted from time to time through its Schedule of Fees and Charges. In the event of such an adjustment, LESSOR shall provide LESSEE sixty (60) days prior written notice. LESSEE is aware of and agrees to pay the Fuel Flowage Fees established in the Schedule of Fees and Charges and all properly noticed adjustments.

8. PAYMENT PROCEDURE

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

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

Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

or such other address as designated in writing.

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

Steven Aviation Joint Venture
Attn: Branson Steven
7333 E. Kellogg
Wichita, Kansas 67207

Or

Chelsea@brandonstevenmotors.com

or such other address as designated in writing.

9. FUEL FACILITIES AND EQUIPMENT

LESSEE may construct and maintain at its own expense fuel storage and distribution facilities on the Premises. LESSEE may only construct, operating, maintain a fuel storage and distribution facility and conduct self-fueling operations that meet or exceed all applicable Federal, State, local and fueling industry laws, ordinances, standards and regulations, as well as National Fire Protection Association (NFPA) 407 – Standard for Aircraft Fuel Servicing, NFPA 30 – Flammable and Combustible Liquids, Airport Rules and Regulation and Standard Operating Procedures as currently adopted or as may be amended, or any such successor or otherwise applicable regulations. LESSEE shall maintain in force any and all licenses, permits and operating certificates required for the operation of the fuel facilities. The LESSEE shall provide to LESSOR, at LESSOR's request, copies of all current certificates and permits.

Any fuel storage and distribution facilities installed by LESSEE shall be above-ground storage tanks and supporting piping and plumbing containing a minimum of 10,000 gallons capacity of turbine aviation fuel (Jet-A) and/or 100 octane aviation grade gasoline (Avgas) as anticipated to be used by the LESSEE, along with properly metered and filtered fixed dispensers. No mobile fuel storage and dispensing equipment shall be permitted. LESSEE may choose to contract or

arrange services with a fixed base operator licensed and permitted to provide services on the Airport to install and operate self-service fuel storage and distribution facilities on the Premises with the prior written approval of the LESSOR.

LESSEE agrees that it will adhere to the following fuel facility operational requirements at all times:

LESSEE will maintain and operate the facilities in a safe, clean, orderly condition at all times.

LESSEE shall maintain sufficient fixtures, equipment, tools, accessories, and supplies, and employ personnel to safely and legally operate the facilities.

LESSEE must, at its own expense, identify and provide to LESSOR and maintain in force any and all licenses, permits and operating certificates required for the legal operation of all aspects of this Agreement.

LESSEE is responsible for initiating, maintaining, and supervising all safety precautions and programs for purposes of risk management and risk reduction which may be reasonably directed or suggested by the current insurance underwriter, underwriter's authorized agent, or LESSOR.

LESSEE shall keep in proper functioning order at all times fire monitoring, warning and suppression systems, and shall from time to time as reasonably required by LESSOR, state or local government, or insurance underwriter conduct appropriate tests of the system.

Storage and distribution of auto fuels is prohibited.

LESSEE shall provide initial and on-going recurrent training to its employees on legal and proper procedures in the operation and maintenance of the fuel facilities, including but not limited to:

- 1) product delivery testing and acceptance
- 2) product quality control
- 3) storage
- 4) fire prevention and safety
- 5) environmental/spill prevention best management practices
- 6) emergency response to accidental releases

At LESSEE's expense, LESSEE shall at all times comply with all applicable laws, rules, regulations, and permit requirements now in effect or as may be revised, and industry standard practices and petroleum product supplier recommendations pertaining to petroleum storage tanks and distribution systems, including but not limited to operation, inspection, monitoring,

secondary containment, release detection, Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasure Plan, maintenance, preventive maintenance, and best management practices. LESSEE shall be responsible for all spillage, overflow, release or escape of petroleum products within, to or from the fuel facility and for any fines, penalties, mitigation and remediation costs in connection therewith. All fuel tanks shall be registered by and permitted to the LESSEE as required by law. The LESSEE shall provide to LESSOR, at LESSOR's request, copies of all current tank permits that may be required by law.

The LESSEE shall be responsible for payment, response, notifications, clean-up and remediation costs related to any reportable spills, discharges, releases of petroleum products in accordance with federal, state and local laws. The LESSEE shall promptly notify the LESSOR of any reportable spills, discharges, releases of petroleum products on the Premises the same as if it were a regulating authority.

- 1) The LESSEE shall strictly comply with fire prevention, mitigation and safety ordinances, codes and statutes of the City of Wichita, Sedgwick County, the State of Kansas and the National Fire Protection Association (NFPA).

10. LESSEE'S IDENTITY

LESSEE must be a natural person or an entity, firm, company, corporation, partnership, limited liability company, or a joint venture which has substance under State of Kansas Law.

11. PERMITTED USE OF PREMISES

Upon performance of all provisions contained in this Agreement, LESSEE, as a Non-Commercial Private Hangar Operator (PHO), shall have the right to store upon the Premises aircraft owned by the LESSEE or its joint venture members, in full or in fraction, or lease aircraft, and the same shall be under the control of the LESSEE or its joint venture members. LESSEE shall have the right for private non-commercial purposes only, to store, fuel, maintain, repair, adjust, clean, and otherwise service its own aircraft by LESSEE'S own employees, contractors and subcontractors in accordance with all applicable local, state, federal laws, ordinances, standards and regulations as well as LESSOR's Rules and Regulations, Standard Operating Procedures, and Minimum Standards for Aeronautical Activity as set forth and shown on the attached Exhibit "B" (incorporated by reference). LESSEE shall provide to LESSOR, at LESSOR's request a Certificate of Registration for each aircraft owned and under the control of the LESSEE or its joint venture members. If aircraft are leased, LESSEE shall, upon request, provide the LESSOR with copies of all aircraft leases.

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

LESSEE recognizes that other tenants now and hereafter may occupy other portions of the Airport, and that such other tenants shall have the right to use public roadways, streets, ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations, and these common facilities are not under an exclusive use lease; and LESSEE shall conduct its operations in such a manner as to not impede access by others to these common facilities, nor in any other way interfere with, nor disrupt the business of other tenants or the quiet enjoyment of their leasehold interests at the Airport. LESSEE recognizes that this right of quiet enjoyment and unimpeded access extends to all tenants equally.

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

12. PROHIBITED USE OF PREMISES

The Premises shall not be used for any purpose not expressly authorized in Section 11, Permitted Use of Premises. The following operations, services and concessions shall be specifically prohibited on or from the Premises or any other location at the Airport:

- (a) Commercial catering, restaurant and/or lounge concessions.
- (b) Flight Schools, Chartering, Air Taxi;
- (c) Commercial (for hire) ground transportation;
- (d) Commercial "paid" parking;
- (e) Commercial hotel or lodging;
- (f) Commercial outdoor advertising;
- (g) Sale or lease of non-aviation products and services;
- (h) Sale of aviation fuels, or other fuel or lubricant products;
- (i) Sale of airframe and powerplant maintenance or modification services;

- (j) Sale of aircraft, airframe, powerplant or accessory parts and components;
- (k) Storage or parking of aircraft, vehicles or equipment or other personal property not owned or leased by LESSEE or its joint venture members;
- (l) Storage of non-aeronautical personal property not directly supporting a PHO and the storage and support of aircraft or maintenance of the Premises;
- (m) Subleasing or sharing of hangar, office, shop, fueling equipment, or ramp space with companies or persons not a party to this Agreement;
- (n) Any services associated with or resembling fixed-base operation services;
- (o) Revenue-producing communication systems or systems not directly applicable to LESSEE's operations on the Premises;
- (p) Automobile rental service;
- (q) Any activity considered by LESSOR to not be aviation purposes or purposes incidental or related thereto.

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

No tenant has the right to overhang or otherwise invade by vegetation, equipment, improvements, or any part of an aircraft, the leasehold premises of any other tenant or the vertical areas there above commencing at the property lease line and all areas therein. This prohibition applies to both permanent and transitory invasions. The sole exception to this provision shall be for the navigational easement, described in the Airspace and Easement for Flight provisions of Section 53 General Provisions, granted to airborne aircraft.

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

13. NON-EXCLUSIVE USE OF CERTAIN FACILITIES

LESSOR grants the LESSEE, in common with other users, the non-exclusive use of the Airport and appurtenances, together with all facilities, improvements and services which are now, or may hereafter be provided at, or in connection with the Airport. This use is limited to the purposes for which such facilities were designed and constructed, and for no other purposes, and

is available only from time to time and on a non-exclusive use basis, according to the discretionary operational decisions of LESSOR. These facilities include, but are not limited to roadways, streets, ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations which are not exclusively leased areas of the LESSEE or of any other tenant on the Airport.

14. LESSEE'S RIGHTS AND PRIVILEGES

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

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

15. LESSOR'S RIGHTS AND PRIVILEGES

LESSOR expressly reserves from the Premises:

- (a) Mineral Rights. All gas, oil and mineral rights in and under the soil.
- (b) Water Rights. All statutory, exempt, vested, and granted appropriation rights for the use of water, and all rights to request further appropriations for the Premises.

- (c) **Airspace.** A public right of flight through the airspace above the surface of the Premises. This public right of flight shall include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on the Airport. No liability on the part of LESSOR or any tenant will result from the exercise of this right.
- (d) **Navigational Aids.** The right to install, maintain and modify and/or permit others to install, maintain and modify on the Premises visual and electronic navigational aids.
- (e) **Entry and Inspection of Premises.** The right of LESSOR, its authorized officers, employees, agents, contractors, subcontractors, authorized government agents, or other representatives to enter upon the Premises:
 - (1) To inspect at reasonable intervals during regular business hours (or any time in case of emergency or lawful investigation) to determine whether LESSEE has complied, and is complying with the terms and conditions of this Agreement;
 - (2) To inspect the Premises, facilities, and equipment for compliance with laws, regulations and/or codes of the federal, state or local government, Airport rules and regulations and Airport standard operating procedures; and
 - (3) To construct or erect new facilities, or to perform maintenance, repair, or replacement relating to the Premises or any facility thereon, as may be required and necessary, but LESSOR shall not be obligated to exercise this option.
- (f) **Radio/Wireless Communication Systems.** The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises.
- (g) **General Provisions.** The right to exercise any and all rights set out in Section 53, GENERAL PROVISIONS.
- (h) **Signage.** The right to enter onto the premises for installation, and the right to install any signage on the Premises required by law, order, rule, regulation, Airport Security Program or federal directive.

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

16. NON-INTERFERENCE WITH AIRPORT OPERATIONS

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

public, or to LESSOR's tenants or the customers, agents, invitees, contractors, representatives and employees of those tenants.

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

17. COOPERATION WITH AIRPORT DEVELOPMENT

LESSEE understands and agrees that LESSOR may pursue Airport development, improvements and maintenance activities from time-to-time that may affect the Premises and other areas of the Airport. LESSEE agrees to work cooperatively and in good faith with the LESSOR and other tenants and contractors in development, improvement and maintenance activities to minimize any disruptions. If requested by the LESSOR, LESSEE shall cooperate with and assist the LESSOR to the greatest extent possible in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Airport development, improvement, and maintenance activities. LESSOR may temporarily or permanently close, re-route, or consent to the closing or re-routing of any method of ingress or egress on the Airport, so long as the means of ingress and egress are reasonably equivalent to current access available to LESSEE. LESSOR may temporarily close the runway, taxiways, ramps or portions thereof for purposes of maintenance, replacement, re-construction or expansion. Provided that exercise by LESSOR of any such Airport development, improvement, or maintenance shall be without expense to the LESSEE and shall not unreasonably or materially interfere with LESSEE's use of the Premises, and shall not delay LESSEE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

18. DESIGN AND CONSTRUCTION

LESSEE agrees to construct an 18,000 sq. ft. facility located at 6535 Pueblo Court on the Premises shown on the attached Exhibit "A". LESSEE warrants that the improvements, when completed, will be necessary or useful by LESSEE for activities allowed under this Agreement. LESSEE agrees to proceed diligently to complete the improvements. It shall be treated as an event of default under this Agreement if construction of the facility on 6535 Pueblo Court has not commenced within twelve (12) months from the commencement of the Term of this Agreement. Such failure to commence construction shall be treated as an event of default under

Section 33, TERMINATION BY LESSOR. It shall be treated as an event of default under this Agreement if a Certificate of Occupancy is not issued by the City of Wichita for the facilities on 6535 Pueblo Court within twelve (12) calendar months from the issuance of construction notice-to-proceed. LESSOR may extend such time periods in writing at its complete discretion.

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

LESSEE or designated representatives including the contractor and the consultants shall meet with LESSOR for a pre-design meeting to discuss the project, applicable criteria and standards, schedule, utility requirements, etc. LESSEE shall provide proposed changes to the LESSOR for review and approval. LESSEE shall design and construct facilities and improvements on the Premises subject to the LESSOR'S express approval of LESSEE'S proposed plans and specifications. Such construction shall adhere to the terms of this Agreement and to any additional design and construction standards, Airport Standard Operating Procedures, Airport Minimum Standards, Airport Security Program, and any other applicable regulations, codes and requirements set out by LESSOR or any governmental agency, or unit. Plans and specification review submittals shall follow accepted practice for such deliverables, and the LESSOR shall provide comments, as applicable, on each submittal. Upon the LESSOR's reasonable request, the LESSEE shall provide additional or supplemental submittals, as may be reasonably required, to fully understand the proposed improvements. No above-ground wires or other utilities shall be installed on the Premises. LESSOR reserves the right to observe the work from time to time however this shall not take away from the LESSEE's responsibilities. Post construction documentation shall include a copy of all testing results and corrective actions taken.

LESSEE shall construct and maintain at its own expense, paved taxiway access to the Airport's existing taxiway system. All aircraft pavement provided by LESSEE shall be designed and constructed in full conformance with applicable LESSOR and FAA standards for the largest type of aircraft expected to use on the Premises. LESSEE shall construct and maintain at its own expense paved vehicle access road and, at that time, the LESSOR shall inspect and notify the

LESSEE of required maintenance before the LESSOR assumes maintenance responsibility. Corrective maintenance shall include all damage except for normal wear and tear. LESSEE shall warrant the work for two years from project completion and shall provide, on contractor and consultant letterheads assurance the work was constructed, inspected and tested as designed and approved by the LESSOR.

LESSEE agrees to install the primary electrical system, taxiway edge lighting system and transformer at its own expense to serve the Premises as set forth and shown on the attached Exhibit "A". LESSEE agrees to have a qualified inspector on site during critical activities. LESSEE shall notify LESSOR in advance a schedule of times and described activities, which inspector shall be involved in. LESSEE shall warrant the work for two years from project completion and shall provide, on contractor and consultant letterheads assurances the work was constructed, inspected and tested as designed and approved by the LESSOR.

LESSOR grants free of charge to LESSEE access to fill material, approximately 13,000 c. y. of the loose fill material, and LESSEE may take possession of the loose fill material located north of Harry Street and East of Ridge Road and necessary for construction of improvements on the Premises as set forth and shown on the attached Exhibit "C". The taking of possession of fill material by LESSEE, and at LESSEE's sole expense, shall in itself constitute acknowledgement that LESSEE agrees to accept the fill material in its presently existing condition, "as is," "where is," and that LESSOR offers no implied or express warranty or assurance of the suitability of said fill material for purposes intended by the LESSEE. The LESSOR shall have no financial or other obligations for transportation of fill material to the Premises. The stockpile and access shall be restored to pre-taking conditions and, as a minimum, the stockpile slopes shall be graded and grass established on the disturbed areas to the satisfaction of the LESSOR.

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

employees, contractors, subcontractors, suppliers, agents, and/or representatives shall have the right to enter upon the Premises and commence construction. Stormwater best management practices shall be installed and maintained as required by LESSOR, and other federal, state, and local agencies having regulatory jurisdictional authority.

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

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

19. FUTURE ALTERATION AND IMPROVEMENT STANDARDS

Once the initial improvements are completed, LESSEE may, with prior written approval of LESSOR, and by lease amendment, if appropriate, add to, improve, or alter the Premises subject to all conditions set forth herein. Any such addition or alteration shall be subject to the same design, construction and use requirements established for initial construction as set forth in Section 18, DESIGN AND CONSTRUCTION. Any such addition or alteration must be designed and constructed in a manner that shall not weaken or impair the structural strength or reduce the value or functionality of the Premises or existing improvements thereon. It shall be the responsibility of LESSEE to file all necessary alteration and construction forms with the Director of Airports, as the LESSOR's representative, for submission to the Federal Aviation Administration or the Transportation Security Administration for approval.

20. CONSTRUCTION COSTS

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

Before beginning construction, LESSEE shall, by agreement with its contractor or otherwise, provide performance, labor and material payment bonds and statutory bonds with respect to any improvement that exceeds five thousand dollars (\$5,000) in cost constructed on the Premises in the full amount for the project contract. The general contractor under any such contract shall be the principal and a surety company or companies qualified to do business in Kansas shall serve as surety. Such performance, labor and material payment bonds shall name the Wichita Airport Authority and the City of Wichita, Kansas as the obligees. Satisfaction of this requirement shall not be the basis for an extension of the Section 18, DESIGN AND CONSTRUCTION, construction period.

For improvement that exceeds five thousand dollars (\$5,000) constructed on the Premises, LESSEE shall purchase and maintain a builder's risk insurance policy, or require its prime contractor to carry such policies, in a sum equal to the full project replacement value as set forth in Section 29, LIABILITY INSURANCE. Builder's Risk coverages shall be in effect from the date of the construction notice-to-proceed and continue in force until all financial interest ceases. LESSEE shall also purchase and maintain any other insurance policies described in Job Site Requirements document relating to construction of the Premises. All other coverages shall

remain in force as described in the Job Site Requirement document. The Wichita Airport Authority and the City of Wichita shall be named as additional insured on such policies, and all policies shall be written by insurers subject to LESSOR's reasonable approval.

21. CONSTRUCTION INSPECTIONS

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

22. REMOVAL AND DEMOLITION

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

23. TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES

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

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

The term "fixtures", whenever used in this Agreement, shall be construed to include all structures and fixed systems and equipment erected or installed upon the Premises, all fencing, grading and pavement, all underground wires, cables, pipes, conduits, tanks, drains and drainages; and all other property of every kind and nature which is permanently affixed to the Premises, except LESSEE's personal property.

All facilities, structures and improvements, and alterations and additions to the Premises, excluding personal property of LESSEE, placed at the expense of LESSEE, shall remain upon and be surrendered with the Premises as a part thereof, on any termination of this Agreement, for any cause, and shall remain the property of the LESSOR.

24. LIENS

LESSEE shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Premises or any improvements thereon. Should any lien be placed on the Premises or any improvements thereon, LESSEE shall cause to be removed any and all liens of any nature. This obligation includes, but is not limited to, tax liens and liens arising out of or because of any financing, construction or installation performed by or on behalf of LESSEE or any of its contractors or subcontractors upon LESSEE's Premises or arising out of or because of the performance of any work or labor to it or them at said Premises or the furnishing of any materials to it or them for use at said Premises. Should any such lien be made or filed, LESSEE shall bond against or discharge the same within thirty (30) days after actual notice of the same from any source, whether from LESSOR or otherwise, and provide written proof of discharge or bonding to LESSOR within that time. LESSEE acknowledges that

LESSEE acquires no equity interest in the Premises, notwithstanding its construction of improvements on the Premises. Although such improvements accrue to the LESSOR, improvements are for the enhancement of LESSEE's use of the Premises. LESSEE has no agency authority to act on behalf of LESSOR for any such construction. LESSEE may not mortgage or pledge as collateral its leasehold interest herein without the prior written consent of the LESSOR.

LESSOR may consent, upon LESSEE's written request, to an assignment of rents to a governmentally regulated and insured commercial lender as partial security for financing of LESSEE's activities on the Premises, which assignment is intended to be a present transfer to such lender of all of LESSEE's rights to collect and receive rents and charges from approved users, operators, sublessees and permittees. Lender(s) shall have no rights to assign this Agreement or sublease the Premises without the prior written consent of the LESSOR as required under Section 27, ASSIGNMENT and Section 28, SUBLEASING, PERMITTING AND CONTRACTING. Upon LESSEE's written consent, LESSOR agrees to give Lender(s) notice of any default or termination of this Agreement, and allow Lender(s) the same opportunity as the LESSEE under this Agreement to correct any condition or cure any default. Nothing in this Section is intended to relieve the LESSEE of its obligations under this Agreement.

25. TAXES, LICENSES AND PERMITS

During the Term of this Agreement, LESSEE agrees to pay all present and future taxes or, in lieu of taxes, special assessments now or hereafter levied or assessed (1) upon the Premises and facilities, (2) upon property owned or possessed by LESSEE and its joint venture members and situated on the Premises, and (3) upon LESSEE's interest in or use of the Premises. LESSEE shall defend, indemnify and save LESSOR and the City of Wichita, Kansas harmless from any claims or liens in connection with such taxes, obligations in lieu of taxes or assessments.

LESSEE shall promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation on the Premises. LESSEE may elect, however, at its own cost and expense, to contest any such tax, excise, levy, or assessment. LESSEE shall keep current all Federal, State or local licenses, operating certificates or permits required for the conduct of its operations. LESSEE represents and warrants to LESSOR that it has obtained all license, franchise, operating certificates or other agreements or permits necessary to operate LESSEE's

operation in accordance with the terms of this Agreement, and LESSEE covenants to keep all such licenses, franchises, permits, operating certificates and other agreements in full force and effect during the Term of this Agreement.

LESSEE shall pay all lawful taxes and assessments which, during the Term hereof, may become a lien upon or which may be levied by the State, County, City or any other tax levying body, upon the leased Premises or upon any taxable interest of LESSEE acquired in this lease agreement, or any taxable possessory right which LESSEE may have in or to the leased Premises, including any improvements or facilities located on the Premises. LESSEE shall also pay all lawful taxes and assessments on taxable property, real or personal, owned by LESSEE in and about said Premises. Nothing in this Section shall prevent LESSEE from contesting the legality, validity or application of any such tax or assessment to the full extent LESSEE may be lawfully entitled so to do.

26. UTILITIES

LESSEE shall pay all costs for utility services (whether for installation, service, administration, connection, or maintenance thereof) used by LESSEE at or upon the Premises with no responsibility or expense accruing or ascribed to LESSOR, including all permits, licenses or authorizations necessary in connection therewith. Such payments by LESSEE shall be made directly to the utility supplier or service provider, except that if such utilities should be supplied by the LESSOR, then in this event, LESSEE shall pay those costs to LESSOR within thirty (30) days after receipt of LESSOR'S invoice. LESSOR agrees that any such costs invoiced to LESSEE will be based on the rates charged to LESSOR by utility supplier, plus reasonable capital and administrative recovery costs.

Unless otherwise agreed upon in writing, if LESSEE requires utilities beyond that currently provided or that are available to be extended to the Premises boundary, LESSEE agrees to pay the full cost and expense associated with the upgrade/extension/installation of all such utilities related to its use of the Premises, and to comply with all provisions for maintaining such utilities.

The LESSOR reserves for itself the right to upgrade, extend, install, maintain and repair all utilities and services on or across the Premises, whether or not such services or utilities are for the benefit of LESSEE. The LESSOR shall take all reasonable care and diligence to protect existing improvements and utilities, and shall avoid to the greatest extent possible any unreasonable interference or interruption to LESSEE's operations.

All electrical, data and communications utilities installed or caused to be installed shall be underground, and no utility services or other cables or wires shall be installed on poles or otherwise above ground. Unless otherwise provided in this Agreement, all utilities and conduits

or ducts installed by anyone on the Premises shall be considered fixtures as defined under Section 23, TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES, and shall become the owned property of LESSOR. All utility facilities installations shall meet the requirements of Section 19, FUTURE ALTERATION AND IMPROVEMENT STANDARDS of this Agreement.

Wastes not legally permitted and authorized for disposal into the storm and/or sanitary drainage system shall not be discharged, connected or introduced into storm and/or sanitary drains and the storm and/or sanitary drainage system. LESSEE shall take all reasonable precautions to prevent the discharge of material into any drainage system that would create interference with the flow therein, or that would cause a hazard or unlawful contamination thereto. A copy of LESSEE's Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasure Plan shall be submitted to the LESSOR upon the LESSOR's request.

27. ASSIGNMENT

With the exception of assignment to a parent or "holding" company or subsidiary, LESSEE shall have no right to assign or delegate any of its rights or duties pursuant to this Agreement without the prior written consent of LESSOR. Any assignment or delegation so made and so permitted shall be subject to all terms, conditions and other provisions of this Agreement. Any attempted assignment or delegation in violation of this provision shall be void and have no force or effect whatsoever.

28. SUBLEASING, PERMITTING AND CONTRACTING

LESSEE shall not sublease, rent or permit any persons, firms or corporations to occupy any part of the Premises, or to provide any type of commercial or non-commercial operation, aviation or otherwise, on the Premises without having first received the prior written consent of LESSOR, granted only under the following conditions:

(a) Any arrangements must be in the form of a written instrument and must be for purposes and uses of the Premises as authorized under this Agreement, and shall be subject to the provisions of this Agreement. LESSEE shall submit a copy of such proposed instrument at the time of requesting consent of LESSOR.

(b) All sublease(s) must comply with Sections 11 and 12 of this Agreement, and shall be reviewed for compliance by LESSOR to that end. Any arrangement for the subleasing of space must be in conformance with the use of the Premises outlined in this Agreement, unless expressly approved otherwise in writing by LESSOR.

(c) LESSEE must keep current records on file and available for LESSOR's inspection, that describes the nature and document the legitimacy of the sublessee's business, including all current municipal, state, or local licenses or permits required for the conduct of sublessee's business.

(d) LESSEE hereby agrees that it shall incorporate language acceptable to LESSOR into all of its sublease agreements, placing on any sublessee (SUBLESSEE) and that sublessee's affiliated entities, customers, employees, invitees, contractors, and subcontractors similar restrictions, as may be appropriate to its approved uses as those which bind LESSEE and its use of the facility through this Agreement. LESSEE shall also incorporate and make reference to this Agreement, as may be amended from time to time, to ensure sublessee's operations and conduct are subject to and are in compliance with the terms and conditions of this Agreement, as may be amended from time to time. Any sublease agreement shall explicitly state that it is subordinate to this Agreement, and that the sublessee shall never obtain rights in the Premises greater than those held by LESSEE under this Agreement, as amended. Any sublessee shall be specifically subject to eviction from the Premises as a result of termination, cancellation, or expiration of this Agreement, irrespective of sublessee's state of compliance with the terms of its sublease.

(e) LESSEE shall at all times during the term(s) of approved sublease(s), remain responsible to LESSOR for the compliance of its sublessees with the terms and conditions of any approved sublease and with this Agreement. LESSOR may look to LESSEE directly to satisfy any failure of sublessee to comply with these documents.

(f) Consent to one sublease permit or subcontract shall not be deemed consent to any subsequent sublease permit or subcontract. Prior written consent of the LESSOR shall be required for each sublease permit or subcontract executed by the LESSEE.

It is understood and agreed that this Section does not apply to third party hangar space lease/rental arrangements for non-commercial private use of aircraft storage, and office space related and incidental to the operation and administration thereof, as may be customary in the normal course of business as a commercial hangar operator.

29. LIABILITY INSURANCE

LESSEE shall procure, maintain and carry, at its sole cost, in accordance with and for the Term of this Agreement all insurance, as required per the amounts as set forth below. Insurance shall be furnished by a company meeting the reasonable approval of the LESSOR. Policy deductible amounts also require reasonable approval of the LESSOR.

Insurance certificates shall be issued on a standard ACORD form or such other documentation as may be acceptable to LESSOR in its discretion and include the NAIC number of the insuring

company. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless otherwise approved by the LESSOR, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates must be received and approved by the LESSOR prior to occupancy. LESSOR retains the right to require changes in the character, coverages and amounts of coverage commensurate with changes in the LESSEE'S use of the Premises. All policy deductibles shall be shown on the certificate of insurance and meet the approval of the LESSOR.

The failure of LESSOR to reject the LESSEE'S proffered insurance shall not be deemed to constitute an acceptance by the LESSOR of deficient insurance coverage. If the LESSEE fails to procure or maintain any of the specified coverages the LESSOR has the right, but not the obligation, to secure the coverage and charge the cost to the LESSEE along with a 20% administrative fee.

The LESSEE shall be responsible for determining the types and limits of insurance coverage required by any approved SUBLESSEE. At a minimum, such SUBLESSEE shall carry Workers' Compensation, general liability (minimum of \$1,000,000 per occurrence) and automobile liability (minimum of \$500,000 combined single limit). LESSEE shall require in any approved sublease that the Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds on the SUBLESSEE'S general liability policy.

The requirements, procurement and carrying of the required insurance shall not limit any of the LESSEE'S obligations or liability under this Agreement or as a matter of law.

Where "minimum limits" of insurance are specified in this Section, such minimum insurance limits are required and considered by LESSOR to be the lowest insured amounts acceptable under this Agreement. The LESSEE is not limited or restricted whatsoever in securing additional insurance coverage and higher insured limits than those specified herein if, at the LESSEE'S determination and discretion and commensurate with the type of activity and associated business and operational risk, additional coverage and higher limits are necessary and appropriate.

Insurance shall include the following terms, conditions and minimum limits:

a) WORKERS' COMPENSATION

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

b) AUTOMOBILE LIABILITY

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

Combined Single Limit	\$1,000,000 Each Accident
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c) COMMERCIAL GENERAL LIABILITY

LESSEE shall maintain commercial general liability insurance on an occurrence form. Coverage shall include on-going operations, product/completed operations (minimum of two years following the project completion) and personal and advertising injury, and liability assumed under contract. Minimum limits, as outlined herein, shall be:

Annual Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds.

d) UMBRELLA/EXCESS LIABILITY COVERAGE

The LESSEE shall provide minimum Umbrella/Excess liability limits (excess of all coverages other than Workers' Compensation) of:

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

e) POLLUTION LIABILITY COVERAGE

The LESSEE shall provide *pollution liability* coverage with a minimum limit of:

Each Claim	\$1,000,000
Aggregate Limit	\$2,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds covered under this *pollution liability* coverage.

LESSEE agrees that in the event of future changes in the law or upon notice by the LESSOR, the minimum levels of insurance required by this Section may be increased within the bounds of commercial reasonableness.

LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of certificates, evidencing that such insurance is in full force and effect, and stating the terms thereof. This Agreement shall not commence until certificates of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing twelve month period. Failure to maintain satisfactory insurance policies in force shall constitute grounds for termination of this Agreement as set forth in Section 33, TERMINATION BY LESSOR.

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

30. ALL RISK PROPERTY INSURANCE

LESSEE, at its expense, throughout the Term of this Agreement, shall cause any structures, facilities, improvements and fixtures on the Premises to be insured against loss or damage by fire or other casualty equal to the full replacement value thereof and by an all risk coverage policy furnished by a company licensed to do business in Kansas. Such policy shall not exclude, or in the alternative, shall carry full coverage endorsements for damage from tornado, hail, flood, sewer backup, explosion and collapse, and shall furnish LESSOR a certificate evidencing such insurance, and shall furnish to LESSOR on request the full policies proposed. The insurer and the coverages provided shall be approved by LESSOR. The first dollar proceeds of any payments made under such insurance policy or policies shall be used to rehabilitate or reconstruct the insured facilities, subject to the provisions governing damage or destruction found at Section 49, DAMAGE AND DESTRUCTION. LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with all certificates evidencing that such insurance is in full force and effect, and stating the terms thereof. This Agreement shall not commence until certificates of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing

twelve month period. Failure to maintain satisfactory insurance policies in force shall constitute grounds for cancellation of this Agreement.

31. SUBROGATION OF INSURANCE

LESSOR hereby waives any and all rights of recovery against LESSEE for or arising out of damage or destruction of the building, or the demised Premises, or any other property of LESSOR, from causes then included under any of LESSOR's property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of LESSEE, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver without diminution of LESSOR coverage.

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

32. LOSS OF PERSONAL PROPERTY

Any personal property of LESSEE or others placed in or upon the Premises shall be at the sole risk of the LESSEE, and LESSOR shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the LESSEE waives all rights of subrogation against recovery from the LESSOR for such loss or damage unless such loss or damage is the result of the LESSOR's negligence.

33. TERMINATION BY LESSOR

The LESSOR, in addition to any other rights to which it may be entitled by law or otherwise, may terminate this Agreement by giving LESSEE written notice in the event of default by LESSEE under this Agreement failing to be resolved in less than sixty (60) days after the LESSEE's receipt of written notice of such event of default and opportunity to cure from the LESSOR, upon or after the happening of any one of the following events:

- (a) LESSEE shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and LESSEE is thereafter adjudicated bankrupt pursuant to such proceedings;
- (b) A court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act;
- (c) Receiver of LESSEE's assets shall be appointed;
- (d) LESSEE shall be divested of its estate herein by other operation of law;
- (e) LESSEE shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSEE are to be performed, kept or observed.

If any such condition or default cannot reasonably be corrected within the sixty (60) day period and LESSEE has demonstrated due diligence with respect to curing said default, then, at the LESSOR's sole discretion, such cure period may be extended for consecutive periods of thirty (30) days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the Term shall cease and expire at the end of the thirty (30) day extension then in effect.

Acceptance of rental by LESSOR for any period or periods after a notice of default is issued by LESSOR of any of the obligations, terms, warranties and conditions herein contained to be performed, kept and observed by LESSEE shall not be deemed a waiver of any other right on the part of LESSOR to terminate this Agreement for failure by LESSEE so to perform, keep and observe any of the obligations, terms, warranties, or conditions hereof to be performed, kept and observed. No waiver of default by LESSOR of any of the obligations, terms, warranties or conditions hereof to be performed, kept and observed by LESSEE, shall be construed to be or act as a waiver of any subsequent default of any of the obligations, terms, warranties or conditions herein contained to be performed, kept and observed by LESSEE.

34. TERMINATION BY LESSEE

The LESSEE, in addition to any other rights to which it may be entitled by law or otherwise, may terminate this Agreement by giving LESSOR written notice in the event of default by LESSOR under this Agreement continuing for more than sixty (60) days after the LESSOR's receipt of written notice of such event of default and opportunity to cure from the LESSEE, upon or after the happening of any one of the following events:

- (a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport or any major part thereof for Airport

purposes and the remaining in full force of such permanent injunction for a period of at least one hundred and eighty (180) days.

(b) Inability of the LESSEE to use, for a period in excess of one hundred and eighty (180) days, the Airport or any part of the facility because of any law, order, rule, regulation or other action or non-action of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.

(c) LESSOR shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSOR are to be performed, kept or observed:

- i. LESSEE may give LESSOR written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by LESSOR, LESSEE may terminate this Agreement and the term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the Term, unless such condition or default cannot reasonably be corrected within the sixty (60) day period and LESSOR has demonstrated due diligence with respect to curing said default, then such cure period may be extended for consecutive periods of 30 days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the term shall cease and expire at the end of the thirty (30) day extension then in effect;

(d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the Airport and the facility herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the LESSEE for a period of one hundred and eighty (180) days from operating on and within the facility.

(e) In the event of destruction of the facilities, improvements, or the demised Premises as more fully described in Section 49, DAMAGE OR DESTRUCTION.

35. MAINTENANCE AND REPAIR

LESSEE shall maintain and keep at its sole cost and expense, the Premises and the fixtures and appurtenances thereto in its original condition, subject to reasonable wear and tear, and keep the Premises free of trash, debris and obstructions. LESSEE, at its sole cost and expense, shall maintain and keep in good repair the entirety of the leased Premises and within all improvements placed thereon.

LESSEE's maintenance obligations include, but are not limited to, the following:

- (a) Exterior of all structures and improvements on the Premises.
- (b) Interior of all structures and improvements on the Premises.
- (c) Grading and drainage systems and drains, paving, lighting, parking lots, fencing, streets and roadways within the Premises.
- (d) Repair or replacement of any damaged or failed pavement and/or sub-grade on the Premises.
- (e) Repair or replacement of damaged or failed pavement taxiway entrance connectors.
- (f) Repair or replacement of any damaged or failed vehicle access road until future development south of the Premises then at that time vehicle access road pavement responsibilities shall cease.
- (g) Connection of all utilities including, but not limited to, underground utility lines and connections within the leased Premises, connection and other fees.
- (h) From time to time and as often as reasonably required by LESSOR and in accordance with state and local fire codes, conduct appropriate tests of all fire monitoring, alarm and extinguishing equipment, systems and apparatus located on the Premises. Keep in proper functioning order all fire suppression and extinguishing systems and equipment located on the Premises as required by LESSOR, and in accordance with NFPA, and state and local fire codes.
- (i) All janitorial service, landscaping, landscape maintenance and mowing, and daily routine Premises clean-up work and trash removal to keep the Premises in good and tenantable condition throughout the Term of this Agreement.
- (j) Removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the leased Premises or out of its operation. Such removal shall conform to all governmental requirements and regulations as more fully described herein. Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine clean-up of the Premises. LESSEE shall immediately react and take prompt corrective actions to remove and dispose of any paper, garbage and debris on Premises upon demand of LESSOR. LESSEE shall provide, and screen from public view, suitable covered receptacles for all garbage, trash and other refuse. Piling of boxes, cartons, barrels, pallets or other similar items in an unsightly or unsafe manner on or about the Premises is forbidden.
- (k) Repair or replacement of any damaged paved surfaces and/or sub-grade on the Airport that may be caused due to the LESSEE's negligence or intentional misuse, or consent to use of such facilities of others. Negligence use includes, including but not limited to, the use exceeds the weight bearing capacity limits of the pavements.

LESSOR shall be responsible for maintenance, repair and replacement of common use paved surfaces and storm drainage systems on the Airport not within or upon the Premises. At any

time during the Term of this Agreement, LESSOR, its agents or employees, shall have the right to enter upon the Premises and within all improvements placed thereon, to conduct reasonable inspections, and to direct work done as needed to meet the above-described maintenance condition in a timely manner.

Should LESSEE not meet the established maintenance and repair obligations for all improvements, LESSOR may, but is not required to, accomplish the needed repairs by Airport staff or a contract with a third party, with such repairs being made at LESSEE's expense. A twelve percent (12%) administrative fee shall be charged on any task that is performed by the LESSOR or its agent on behalf of LESSEE upon thirty (30) days prior written notice of its intent to do so. The fee shall be applied to the total cost incurred by the LESSOR in performing the task. The fee represents the LESSOR's cost to manage the task including procurement services, approval processes, management staff time, supervision and overhead. In case of emergency action taken in order to protect against personal injury or property damage but not limited to, for which no notice is necessary, LESSOR shall charge the same cost to the expense of LESSEE and a twenty percent (20%) administrative fee.

36. SNOW AND ICE REMOVAL

LESSEE shall be responsible for all snow and ice removal on the Premises. Aircraft parking ramps and the AOA within the Premises shall be maintained to a winter surface condition safe for aircraft operations, and safe for customers and employees moving and working on the ramp. At no time shall LESSEE engage in snow and ice removal beyond the Premises without the prior approval of the LESSOR.

Snow piles, windrows or other accumulations of snow shall not:

- (a) Be closer than twenty five feet from any security fence;
- (b) Block any access gates or controls;
- (c) Block or impede any taxiway or taxi lane;
- (d) Impose an obstruction within the object free area (OFA) of any taxiway or taxi lane;
- (e) Infringe upon, block or interrupt the business of other airport tenant leaseholds.

Snow piles and accumulations requiring removal may be stored on pre-approved/arranged paved or non-paved areas.

Only FAA approved dry and liquid chemicals may be used for de-icing or snow removal on aircraft operating surfaces, as set forth in Advisory Circular 150/5200-30, current edition, or as may be amended, *Airport Winter Operations and Safety*, Section 4-6 *Approved Chemicals*,

current edition, or as may be amended.

The use of snow and ice removal contractors may be authorized subject to prior written approval by LESSOR, and subject to acceptable completion of contractor employee training, and other reasonable safety requirements and standards that LESSOR may impose, including but not limited to compliance with Airport Rules and Regulations, and Standard Operating Procedures. All such snow and ice removal contractors shall maintain a general liability insurance policy of not less than \$2,000,000 limit, naming LESSEE, LESSOR and the City of Wichita as additional insureds.

LESSOR shall be responsible for snow and ice removal on paved surfaces of the Airport not within the Premises.

37. LANDSCAPING

LESSEE shall provide and install appropriate landside landscaping and screening, including lawn, shrubbery, trees, bushes, and other plantings and screening on the Premises as a part of the construction of the improvements. All proposed landscaping plans and screening designs shall be submitted to the LESSOR for review and approval, which approval shall not be unreasonably withheld or unduly delayed. Such landscaping shall be in accordance with the Airport's design guidelines in effect at that time, and shall not be installed in such a manner so as to create a wildlife food source, habitat and hazard to aircraft operations. LESSEE agrees to maintain and/or replace such landscaping installations at least seasonally throughout the Term of this Agreement or any extension thereof should they fail to survive in a manner aesthetically pleasing to LESSOR, a judgment which is to be exercised with reasonable discretion.

38. EXTERIOR SIGNS AND ADVERTISING

LESSEE agrees that no signs or advertising material shall be erected on the Premises or on any improvement or facility on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in advance in writing by LESSOR, which approval shall not be unreasonably withheld or unduly delayed.

LESSEE shall not erect, install, operate, nor cause or permit to be erected, installed, or operated upon any non-leased Premises of the Airport property, any signs, banners, or other similar devices for its own business, or the business of others. This provision shall not have the effect of

limiting or restricting LESSEE's right to enter into an agreement with LESSOR'S authorized and permitted marketing, advertising or signage agency for the display of informational, marketing or advertising media at approved designated locations on Airport property.

LESSEE shall have not right to erect or install, or cause or consent to be erected or installed any commercial outdoor advertising by an outdoor commercial advertising agency.

39. PORTABLE STORAGE CONTAINERS/STRUCTURES

Unless specifically approved in writing, and under conditions specified by LESSOR, LESSEE shall not place or allow to be placed upon Premises, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies outside of an enclosed permanent building or structure. Unless specifically approved, and under conditions specified by LESSOR, LESSEE shall not place or allow to be placed upon Premises, any type of portable or temporary structure, trailer, mobile home, modular structure or device.

LESSOR will not unreasonably withhold approval of such container(s) and structure(s) if such is of a temporary nature for the purpose of supporting construction, alteration or improvement activity, or other approved project.

40. GRANTING OF EASEMENTS

LESSEE shall not (i) grant easements, licenses and other rights or privileges in the nature of easements with respect to the land, or (ii) release existing easements, licenses, right-of-ways and other rights or privileges, and LESSEE agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by LESSEE of (a) a copy of the instrument of grant or release or of the agreement or other arrangement, and (b) a written application signed by the LESSOR requesting execution and delivery of such instrument, provided that, such grant or release is not detrimental to the proper conduct of the business of LESSEE, and such grant or release will not impair the effective use or interfere with the efficient and economical operation of the facilities. LESSEE shall not request any payment or other consideration for such execution, the same being

amply supported by the promises exchanged in this Agreement. Any payments or other consideration received by LESSOR for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of LESSOR. The obligations of this Section shall survive termination of this Agreement.

41. RULES AND REGULATIONS

LESSEE, its agents and employees, shall be subject to any and all applicable rules, regulations, Airport Standard Operating Procedures, orders and restrictions which are now in force or which may hereafter be adopted by the Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Dwight D. Eisenhower National Airport or LESSEE's operations conducted hereunder.

LESSOR shall not be liable to LESSEE for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this Section provided, nor shall LESSEE be entitled to terminate this Agreement by reason thereof unless exercise of such authority shall so interfere with LESSEE's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas, or as set out in Section 34, TERMINATION BY LESSEE.

42. MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES

LESSOR may, with due notice, from time-to-time, adopt and enforce reasonable Minimum Standards for Aeronautical Activities on the Airport, and amendments thereto, and the LESSEE agrees to observe and comply with the same. However, any minimum standards which may be developed and promulgated in the future and during the Term of this Agreement shall not have the effect of imposing upon LESSEE the requirements of additional facilities, services or standards beyond that set forth in this Agreement.

43. AIRPORT SECURITY PROGRAM COMPLIANCE

LESSEE must obtain Airport Security Identification and Access Media (I.D. Media) for its employees, subcontractors, suppliers, agents, and representatives requiring access to the sterile areas, secured AOA, and Security Identification Display Area, or other secured areas as may be identified in the Airport Security Program, and pay any related costs associated with this privileges as set forth under this Section. With respect to the issuance, maintenance, and administration of I.D. Media, the LESSEE shall pay or cause to be paid to the LESSOR all charges as may be established from time to time by the LESSOR. Such costs may include, but are not limited to: (i) the initial issuance of I.D. Media; (ii) the replacement of lost or stolen I.D. Media; (iii) administrative costs with respect to those I.D. Media not returned to the LESSOR.

Said I.D. Media shall be valid as set forth under the Airport Security Program, and must be returned to the Airport Public Safety Division, at 2193 Air Cargo Road within twenty-four (24) hours after expiration, suspension, and/or termination of this Agreement. Said I.D. Media shall be valid for no longer than the period of this Agreement. The LESSEE shall be responsible for requesting the issuance of I.D. Media to employees or other authorized representatives of the LESSEE who require access to secured areas on the Airport due to operational need and necessity. In addition, LESSEE shall be responsible for the immediate reporting of all lost or stolen I.D. Media and the immediate return of the I.D. Media of LESSEE's personnel transferred from the Airport, or separated from the employ of LESSEE.

LESSEE warrants that it shall at all times maintain the integrity of the Airport Security Program and comply with all applicable regulations of the Federal Aviation Administration (FAA) and Transportation Security Administration (TSA), 49 CFR Parts 1500, 1544, 1546, 1548, and 1550 as amended or promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access for which LESSEE is responsible. The LESSOR shall have the right to require the LESSEE to conduct background investigations and to furnish certain data on such employees or other persons before the issuance of I.D. Media, which data may include the fingerprinting of any and all of its employees, subcontractors, suppliers, agents, and/or representatives. LESSEE also hereby agrees that it shall be responsible for any and all of the actions on the Premises of its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport Security Program. LESSEE hereby agrees that it shall immediately implement any and all security changes that are directed either directly or indirectly by the TSA, FAA, or LESSOR. LESSEE further agrees to correct any security deficiency or other deficiency as may be determined as such by the LESSOR, the Department of Transportation, the FAA, or the TSA, or any other federal or state agency with jurisdiction. In the event LESSEE fails to remedy any such deficiency, the LESSOR may do so at the sole cost and expense of LESSEE. The LESSOR reserves the right to take whatever action is necessary to correct and remedy any security deficiency or other deficiency. When the LESSOR takes actions to remedy deficiencies of any

kind, it shall be done in a reasonable and cost-conscious manner.

Should LESSEE, its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives cause any security violations, and should LESSOR be cited for a civil fine or penalty for such security violation, LESSEE agrees to reimburse LESSOR for any monetary civil fine or penalty which may be imposed on LESSOR. However, nothing herein shall prevent the LESSEE from contesting the legality, validity or application of such fine or penalty to the full extent LESSEE may be lawfully entitled, nor require LESSOR to pursue such a contest on LESSEE'S behalf. LESSEE may have I.D. Media/access privileges immediately suspended and/or revoked by LESSOR for failure to adhere to the Airport Security Program, or for failure to return all I.D. Media within the time-frames specified herein.

The LESSEE agrees that information concerning the location, type, nature, capabilities, application and use of the LESSOR's security system is considered Sensitive Security Information (SSI) as defined by TSR 1520, and shall restrict the distribution, disclosure and availability of SSI only to persons with a need to know. All requests for SSI by persons not directly employed by the LESSEE, and deemed to have a need to know shall be referred to LESSOR for consideration and determination of whether such information is legal and appropriate for dissemination.

Before the LESSEE shall permit any employee, subcontractor, supplier, agents, customer, invitee, and/or representative to operate a motor vehicle of any kind or type on the AOA of Wichita Dwight D. Eisenhower National Airport (unless such employee is escorted by a LESSOR-approved escort), the LESSEE shall ensure that all such vehicle operators have completed required AOA access and driver training, possess a current, valid, and appropriate Kansas driver's license, appropriate Airport issued I.D. Media, and a Vehicle Ramp Permit. LESSEE company vehicles prominently displaying a permanent company name and/or logo on vehicles and equipment are excluded from the requirement of displaying a Vehicle Ramp Permit.

The LESSEE agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when entering, exiting and while on the AOA.

The LESSEE agrees that it shall be responsible for the installation, operation, maintenance, and monitoring of all vehicle and/or pedestrian access gates and doors and security access controls on the Premises with access from non-secured areas to the secured AOA. All such access gates and controls require the prior written approval of the LESSOR and shall be in compliance at all times with the Airport Security Program.

44. ENCROACHERS, TRESSPASSERS AND OTHER THIRD PARTY HAZARDS

LESSEE shall lawfully remove, or cause to be removed by LESSOR or other official law enforcement agency, all encroachers, trespassers and other third parties violating laws of the federal, state or local government, or who are not on the Premises for legitimate purposes.

45. FIRE EQUIPMENT AND SYSTEMS

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

46. ENVIRONMENTAL ASSESSMENT

A “Phase-II” environmental site assessment shall be conducted, at LESSEE’s sole expense, by an environmental consultant of prior to commencement of this Agreement, or within ninety (90) days following the commencement of this Agreement, and a copy of this report shall be promptly provided to the LESSOR and LESSEE. The environmental site assessment soil and/or water specimen results shall be deemed to be the base-line levels established at the commencement of this Agreement.

A “Phase-I” environmental site assessment and “Phase-II” environmental site assessment shall be conducted, at LESSEE’s expense, by an environmental consultant satisfactory to the LESSOR within ninety (90) days following the cancellation or termination of this Agreement, and a copy of these reports shall be promptly provided to the LESSOR and LESSEE. If any contamination of the property has occurred through LESSEE’s fault or negligence, or the fault or negligence of a LESSEE supplier, agent or contractor, LESSEE shall be required to re-establish the Premises to the pre-Agreement threshold or baseline levels, in a timely manner and acceptable to LESSOR.

Nothing in this Section shall be construed to hold LESSEE liable in any way for any environmental impact or release of Hazardous Substances affecting the Premises that occurs by reason of the migration, release, discharge or flow from other verifiable and documented off-site contamination sources that are not attributable to the LESSEE’s activity on the Premises. The burden of proof shall rest exclusively with the LESSEE to demonstrate that any such

environmental impacts affecting the Premises are not attributable to the LESSEE's activity on the Premises.

47. ENVIRONMENTAL COVENANTS

(a) The LESSEE hereby covenants that it shall not cause or permit any Hazardous Substances to be placed, held, located, or disposed of, on, under or at the Premises and storage tank or within the vicinity, shown on the attached Exhibit A, other than in the ordinary course of business and in compliance with all applicable laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided in this Agreement to the LESSOR, the LESSEE hereby agrees to indemnify and hold harmless the LESSOR and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSOR or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during any Term of this Agreement of any Substance (hazardous or otherwise) regulated by any applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws), if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, contractors, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(c) If, during the Term of this Agreement, the LESSEE receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any substance (hazardous or otherwise) on the Premises or in connection with the LESSEE's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the LESSEE from any persons or entity (including, without limitation, the United States Environmental

Protection Agency (EPA) or the Kansas Department of Health and Environment (KDHE)), the LESSEE shall immediately notify the LESSOR in writing of said notice.

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

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

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

(g) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the LESSOR hereby agrees to indemnify and hold harmless the LESSEE from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSEE by any

person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the Term of this Agreement and the period prior to the Term of this Agreement of any Substance (hazardous or otherwise) (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any hazardous substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, invitees and/or licensees, or if such substance (hazardous or otherwise) was owned by, or placed upon the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release except to the extent such was caused by the LESSOR).

Environmental compliance shall not be limited to those items noted within this Agreement but shall include any current or future federal, state, or local law, statute or regulation, that may be required of LESSEE's operation, (storage or use of substances (hazardous or otherwise), activities of LESSEE's employees or contracted vendor's etc.). LESSEE shall provide LESSOR upon request copies of any plan, training program, training records, material safety data sheet or any other documentation required by said laws.

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

48. INDEMNITY

LESSEE, shall protect, defend and hold LESSOR and the City of Wichita and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), or other liability of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of LESSEE's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSOR. The LESSOR shall give to LESSEE reasonable notice of any such claims or actions.

LESSOR shall protect, defend and hold LESSEE, its officers, joint venture members, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property,

including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), or other liability of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the Premises or the acts or omissions of LESSOR's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSEE. The LESSEE shall give LESSOR reasonable notice of any such claims or actions.

Should LESSEE, its employees, subcontractors, suppliers, agents, customers, and/or representatives cause any violations of federal, state or local law, regulation or ordinance, and should LESSOR be cited for a fine or penalty for such violation, LESSEE agrees to reimburse LESSOR for any monetary fine or penalty which may be imposed on LESSOR. However, nothing herein shall prevent the LESSEE from contesting the legality, validity or application of such fine or penalty to the full extent LESSEE may be lawfully entitled, nor require LESSOR to pursue such a contest on LESSEE's behalf.

The provisions of this Section shall survive the expiration or termination of this Agreement to the extent that they relate to liabilities, losses, suits, claims, judgments, fines or demands arising from or incident to events occurring during LESSEE'S occupancy of the Premises. The LESSEE shall use counsel reasonably acceptable to LESSOR in carrying out its obligations in this Section.

49. DAMAGE OR DESTRUCTION

In the event that facilities or improvements on the Premises are damaged or destroyed in whole or in part by fire, lightning or any other peril or other casualty during the Term of this Agreement, this Agreement shall remain in full force and effect and LESSEE shall proceed with due diligence to repair, restore, rebuild or replace said damaged or destroyed property or parts thereof to as good a condition as all affected properties were in immediately prior to such damage or destruction, subject to such alterations as LESSEE may elect to make and are permitted in this Agreement. All proceeds from the insurance policies related to such damage or destruction shall be applied to cover the cost of such repairs or restoration. In alternative, and in LESSOR's discretion to allow and LESSEE's election to exercise, LESSEE may be released from this Agreement upon payment of all demolition and removal costs for damaged or destroyed improvements and payment to LESSOR of an amount equal to the fair market value of the property immediately prior to damage or destruction, less the proceeds from the insurance policies related to such damage or destruction received by LESSOR shall be applied for LESSEE's account so that it may pay such fair market value.

50. CONDEMNATION

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

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

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

LESSOR shall cooperate fully with LESSEE in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Premises or any part thereof. In no event shall LESSEE or LESSOR voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Premises without the mutual agreement and written consent of the other party to this Agreement.

51. MODIFICATIONS FOR GRANTING FAA FUNDS

In the event that the LESSOR determines the Federal Aviation Administration requirements call for modifications or changes to this Agreement as a condition precedent to granting of funds for

the improvement of the Airport, these modifications or changes shall supersede this Agreement and LESSEE agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required by the LESSOR to fully comply with federal grant assurances and directives and to obtain Federal Aviation Administration grants-in-aid, provided that no such changes shall materially alter the rights or obligations of LESSEE hereunder.

52. NONDISCRIMINATION

The LESSEE agrees that it shall not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, age (except where age is a bona fide occupational qualification), national origin or ancestry in its operations or services, and its use or occupancy of property under this Agreement. The LESSEE agrees to comply with all applicable provisions of federal and state laws, regulations, or executive orders prohibiting discriminatory conduct.

53. GENERAL PROVISIONS

Facility Development. LESSOR reserves the right to further develop or improve the landing area or any other area, building or other improvement within the present or future boundaries of the Airport as it sees fit in its sole judgment regardless of the desires or view of LESSEE and without interference or hindrance by LESSEE. Further, LESSOR retains the absolute right to maintain, repair, develop and expand or replace the terminal building, utilities, ramps, taxiways, runways, streets, roadways, sidewalks, any other airport facility, airport improvement or airport property free from any and all liability to LESSEE for loss of business or damage of any nature whatsoever as may be occasioned during or because of the performance of such maintenance, repair, development, expansion or replacement.

Maintenance, Repair, Direction and Control. LESSOR reserves the right, but is not obligated to exercise the right, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in this regard. These areas shall include, but are not limited to, those areas which are necessary to serve the aeronautical users of the Airport, except that LESSOR shall not be obligated to maintain and keep in repair such areas of the Airport as may be leased to or under the control of Airport tenants, whether such area serves aeronautical users or otherwise.

Operation of Airport by the United States of America. This Agreement and all the provisions hereof shall be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport

or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

14 CFR Part 77 of Federal Aviation Regulations. LESSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building, structure, or attachment thereto is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises. LESSEE by accepting this Agreement expressly agrees for itself, its successors and assigns, that it shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises which shall exceed such maximum height as may be stipulated by LESSOR. It is understood and agreed that applicable laws, codes, regulations or agreements concerning height restrictions shall govern the maximum height to be stipulated by LESSOR. In the event the aforesaid covenants are breached, LESSOR reserves the right to enter upon the Premises and to remove the offending structure or object, and cut down the offending tree, all of which shall be at the expense of LESSEE and without liability to LESSOR.

Airspace. There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of LESSOR shall result from the exercise of this right.

Easement for Flight. LESSEE releases LESSOR from any present or future liability whatsoever and covenants not to sue LESSOR for damages or any other relief based directly or indirectly upon noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions occurring as a result of aviation or airport related operations at or otherwise associated with the Airport. This release and covenant includes but is not limited to claims for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, nuisance, or inverse condemnation or for injunctive or other extraordinary or equitable relief. It is further agreed that LESSOR shall have no duty to avoid or mitigate such damages by, without limitation, setting aside or condemning buffer lands, rerouting air traffic, erecting sound or other barriers, establishing curfews, noise or other regulations, relocating airport facilities or operations or taking other measures, except to the extent, if any, that such actions are validly required by government authority. LESSOR reserves these rights from the Premises an easement for flight of aircraft in or adjacent to the airspace above the Premises and for the existence and imposition over, on and upon said Premises of noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions, discomfort, inconvenience, interference with use and enjoyment, and any consequent reduction in market value which may occur directly or indirectly as a result of aviation, airport or airport-

related operations at or otherwise associated with use of the Airport. LESSEE accepts the Premises subject to the risks and activities hereinabove described.

Airport Hazards. LESSEE by accepting this Agreement agrees for itself, its successors and assigns, that it shall not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this Agreement term is breached, LESSOR reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of LESSEE without liability to LESSOR of any kind.

Airport Rules and Regulations, Policies, and Standard Operating Procedures. LESSOR shall have the right to adopt, amend and enforce reasonable airport rules and regulations, policies and standard operating procedures with respect to use of and the conduct and operation of the Airport, its buildings and facilities or any improvements within the present or future boundaries of the Airport, which LESSEE agrees to observe and obey.

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

(a) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the Premises in compliance with all other

requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The LESSEE assures that it shall undertake an affirmative action program if required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it shall require that its covered suborganizations provide assurances to the LESSEE that they similarly shall undertake affirmative action programs, and that they shall require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) LESSEE agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that LESSEE may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) LESSOR reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of LESSEE in this regard.

(g) LESSOR reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of LESSEE, and without interference or hindrance.

(h) LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of LESSOR, would limit the usefulness of the airport or constitute a hazard to aircraft.

(i) During time of war or national emergency LESSOR shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this agreement shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

(k) There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said

airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

(1) This Agreement shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America or any agency thereof relative to the operation, development or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Subordination to Agreements with the U.S. Government. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between LESSOR and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to LESSOR for Airport purposes, or the expenditure of federal funds for the improvement or development of Airport, including the expenditure of federal funds for the development of Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. LESSOR covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

Non-Waiver of Rights. No waiver or default by either party of any of the terms, warranties, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, warranties, covenants or conditions herein contained, to be performed, kept and observed by the other party.

Captions. The captions/headings of the Sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Severability and Invalid Provisions. In the event any term, covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term, covenant, condition or provision herein contained; provided, however, that the invalidity of any such term, covenant, condition or provision does not materially prejudice either the LESSOR or the LESSEE in their respective rights and obligations contained in the valid terms, covenants, conditions or provisions in this agreement.

Waiver of Claims. LESSEE hereby waives any claim against LESSOR and its officers or employees for loss of anticipated profits, consequential or incidental damages, or claim for attorney fees caused by or resulting any suit or proceedings directly or indirectly attacking the

validity of Agreement or any part thereof, or the manner in which it is executed or performed, or by any judgment or award in any legal proceeding declaring this Agreement null, void or voidable, or delaying the same of any part thereof, from being carried out. This waiver extends to all claims, whether the supporting legal theory lies in common law or has a statutory basis.

Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

Incorporation of Required Provisions. The parties incorporate in this Agreement by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

Non-Liability of Agents and Employees. No member, manager, officer, agent or employee of either party to this Agreement shall be charged personally, or held contractually liable by or to the other party under the terms or provisions of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution.

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

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

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

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

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

54. THIRD PARTY RIGHTS

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

terms or provisions of this Agreement.

55. QUIET ENJOYMENT

LESSOR agrees that, on payment of the rentals and fees and performance of the terms, covenants, conditions and agreements on the part of LESSEE to be performed in this Agreement, LESSEE shall have the right to peaceably occupy and enjoy the Premises, subject however, to the General Provisions contained in Section 53.

56. HOLD OVER

In the event LESSEE holds over the lease of the Premises, any rights granted after expiration of this Agreement without any written renewal of it shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a month-to-month arrangement, which may be terminated within thirty (30) day notice by LESSOR or LESSEE.

57. SURRENDER OF POSSESSION AND RESTORATION

LESSEE shall yield and deliver to LESSOR possession of the Premises at the expiration or termination of this Agreement in good condition in accordance with LESSEE's obligations in this Agreement, except for reasonable wear and tear. LESSEE is relieved of financial responsibility for fire or other casualty for which full insurance compensation has been paid as agreed. LESSEE shall, at its expense, deliver the Premises in good order and condition, including:

- a) cleaning and hauling away all supplies and trash;
- b) removing by legal means all materials or other substances classified as hazardous;
- c) leaving in operating condition all bulbs and ballasts;
- d) replacing all broken glass; and
- e) return to LESSOR all keys and security access and I.D. Media to all doors and gates.

LESSEE, at LESSEE's expense, shall remove prior to the termination or expiration of this Agreement all non-attached equipment and personal property placed by LESSEE on or about the Premises herein leased, subject to LESSEE's repairing any damage thereto caused by such removal and subject to any valid lien which LESSOR may have on that property for unpaid rents, expenses or fees.

In the event LESSEE does not remove all of its equipment and personal property within thirty (30) calendar days after the termination of this Agreement, any remaining property shall be considered abandoned and LESSOR may dispose of said property without any further responsibility or liability to LESSEE. The net disposal costs of such property shall be the financial obligation of LESSEE.

58. INTENTION OF PARTIES

This Agreement is intended solely for the benefit of LESSOR and LESSEE and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any work done or inspection of the Premises performed by LESSOR is solely for the benefit of LESSOR and LESSEE.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto. Further, non-parties to this Agreement may not maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Agreement. The parties shall understand and agree that neither the method of payment, nor any other provision contained herein, nor any act(s) of the parties hereto creates a relationship other than the relationship of the LESSOR and the LESSEE.

59. ENTIRE AGREEMENT

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

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

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and

counsel deemed necessary for them to form a full and complete understanding of all rights and obligations herein.

60. AMENDMENT

This Agreement constitutes the entire agreement between the parties for the lease of the Premises set forth and identified under Section 1. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

61. APPROVAL, CONSENT, DIRECTION OR DESIGNATION BY LESSOR

Wherever under this Agreement, approvals, consents, directions, or designations are required or permitted, such approvals, consents, directions, or designations required or permitted under this Agreement shall be performed by the Director of Airports, or his/her authorized representative. Approvals, consents, directions, or designations made at any time by the Director of Airports, and from time to time, may be withdrawn or modified by notice from LESSOR to LESSEE.

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

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Jeff Longwell, President
"LESSOR"

By _____
Victor D. White, Director of Airports

STEVEN AVIATION JOINT VENTURE

By: _____
Brandon Stevens, Manager
"LESSEE"

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



Baughman

ENGINEERING | SURVEYING | PLANNING
LANDSCAPE ARCHITECTURE

(316)-262-7271 • 315 ELLIS • WICHITA, KANSAS 67211

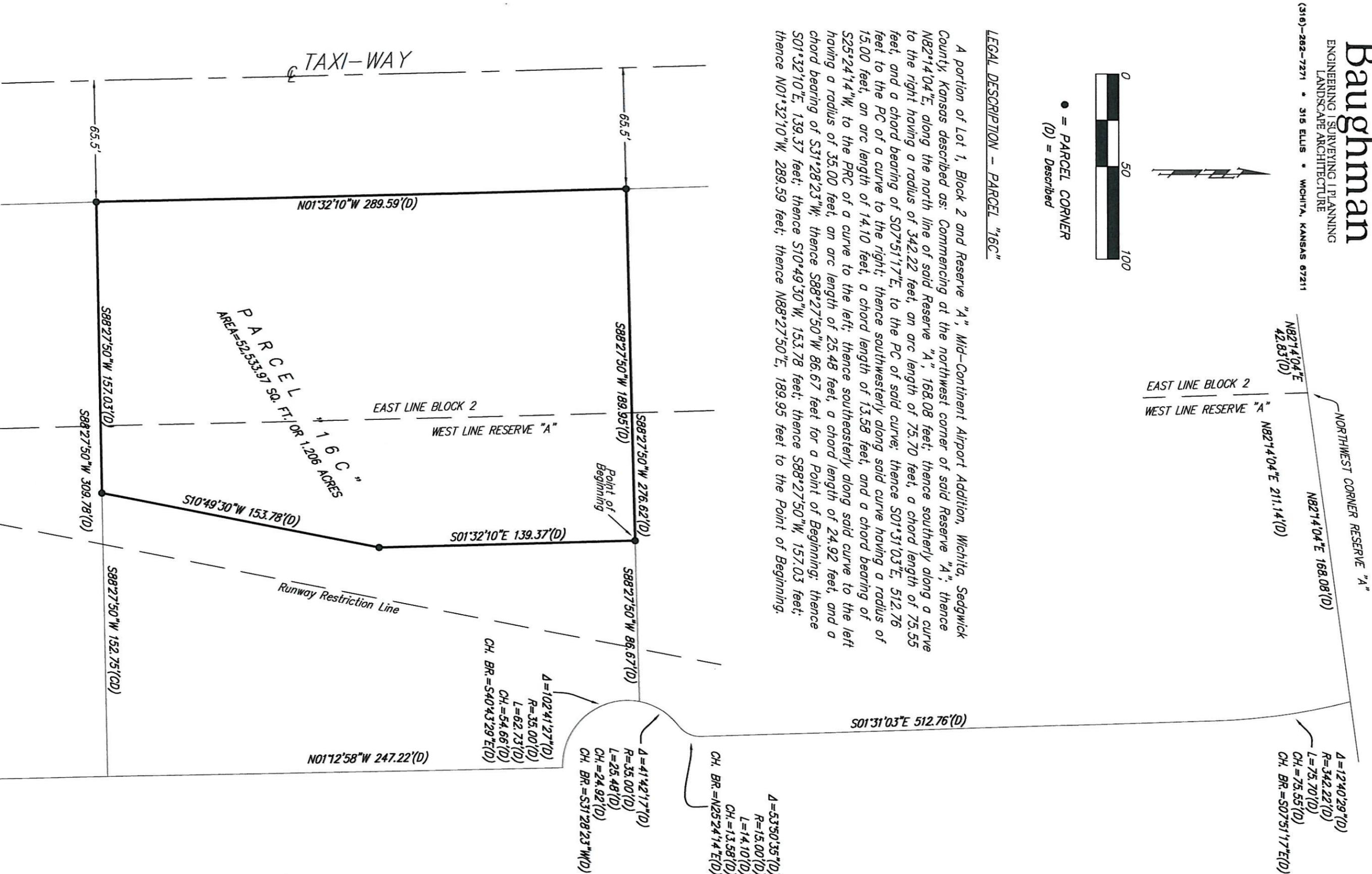
EXHIBIT "A"



● = PARCEL CORNER
(D) = Described

LEGAL DESCRIPTION - PARCEL "16C"

A portion of Lot 1, Block 2 and Reserve "A", Mid-Continent Airport Addition, Wichita, Sedgwick County, Kansas described as: Commencing at the northwest corner of said Reserve "A", thence $N82^{\circ}14'04''E$, along the north line of said Reserve "A", 168.08 feet; thence southerly along a curve to the right having a radius of 342.22 feet, an arc length of 75.70 feet, a chord length of 75.55 feet, and a chord bearing of $S07^{\circ}51'17''E$, to the PC of said curve; thence $S01^{\circ}31'03''E$, 512.76 feet to the PC of a curve to the right; thence southwesterly along said curve having a radius of 15.00 feet, an arc length of 14.10 feet, a chord length of 13.58 feet, and a chord bearing of $S25^{\circ}24'14''W$, to the PRC of a curve to the left; thence southeasterly along said curve to the left having a radius of 35.00 feet, an arc length of 25.48 feet, a chord length of 24.92 feet, and a chord bearing of $S31^{\circ}28'23''W$; thence $S88^{\circ}27'50''W$ 86.67 feet for a Point of Beginning; thence $S01^{\circ}32'10''E$, 139.37 feet; thence $S10^{\circ}49'30''W$, 153.78 feet; thence $S88^{\circ}27'50''W$, 157.03 feet; thence $N01^{\circ}32'10''W$, 289.59 feet; thence $N88^{\circ}27'50''E$, 189.95 feet to the Point of Beginning.



ABANDONED RAIL ROAD CORRIDOR

STOCKPILE

EISENHOWER AIRPORT PARKWAY



PUBELO STREET

RIDGE ROAD

SOIL STOCKPILE

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

DATE	DR. BY	SCALE	SHEET
3/30/15		1" = 120'	1 of 1

AFFIDAVIT OF TENANT

The undersigned acknowledge and agree that the Wichita Airport Authority (the "Lessor") will be relying upon this Affidavit of Tenant in connection with the Lease Agreement by and between the Wichita Airport Authority and Steven Aviation Joint Venture dated as of _____, 2015 (the "Lease"). Accordingly, the undersigned do hereby represent and warrant to Lessor as follows:

1. Steven Aviation Joint Venture is a joint venture between Steven Brothers Aviation, LLC, a Kansas limited liability company, and Steven Aviation L.L.C., a Kansas limited liability company (the "Joint Venturers").

2. The Joint Venturers have entered into a Joint Venture Agreement dated as of _____, 2015.

3. The sole purpose of the Joint Venture is to enter into the Lease with the Lessor for property located at 6535 Pueblo Court, Wichita, Kansas (the "Premises").

4. The Joint Venture Agreement provides that each of the Joint Venturers agrees to comply with all the terms of the Lease, including, without limitation, the restrictions contained in the Lease providing that only aircraft owned by the Joint Venturers may be stored upon the Premises.

IN WITNESS WHEREOF, the undersigned have executed this Affidavit of Tenant this ____ day of _____, 2015.

STEVEN BROTHERS AVIATION, L.L.C.

By: _____
Brandon Steven, Manager

STEVEN AVIATION, L.L.C.

By: _____
Michael E. Steven, _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2015, by
Brandon Steven, Manager of Steven Brothers Aviation, L.L.C.

Notary Public

My appointment expires:

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2015, by
Michael E. Steven, _____ of Steven Brothers Aviation, L.L.C.

Notary Public

My appointment expires:
