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FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. December 22, 2015

10th Floor MAPD Conference Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of regular meeting on December 15, 2015

II. CONSENT AGENDA ITEMS 1 THROUGH 20

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 AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

*****WORKSHOP TO FOLLOW*****

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 20)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated December 21, 2015.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u> Aaron Caleron	<u>2015</u> Sim Golf Course**	<u>(Consumption on Premises)</u> 2020 West Murdock
<u>New</u> Ernest R Fincher Mike Hazlip	<u>2015</u> Pop A Top** Charlie's Pizza Taco, LLC**	<u>(Consumption on Premises)</u> 2804 South Hydraulic 602 N. Tyler Road
<u>Renewal</u> Kashif Khan Terrance Moss Terrance Moss Terrance Moss	<u>2015</u> Phillips 66 on West 13th*** Quik Trip #322*** Quik Trip #359*** Quik Trip #369***	<u>(Consumption off Premises)</u> 7115 West 13 th 3520 North Oliver 4051 North Ridge Road 625 South Hillside

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

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

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

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petitions for Drainage and Water Distribution Improvements to Serve Nahola Addition. (District VI)
b. Petitions for Sanitary Sewer and Water Distribution Improvements to Serve Great Plains Business Park 2nd Addition. (District I)

RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

5. Agreements/Contracts:

- a. Emergency Diagnosis for Water Main Treatment Plant Filter.
b. Hold Harmless Agreement, Rottinghaus Company, Inc. (District V)

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

6. Property Acquisitions:

- a. Acquisition of a Temporary Construction Easement at 1818 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.

7. Minutes of Advisory Boards/Commissions:

Wichita Public Library, November 17, 2015
Board of Building Code Standards and Appeals, November 2, 2015
Wichita Airport Advisory Board, November 2, 2015

RECOMMENDED ACTION: Receive and file.

8. Dedication of a Temporary Construction Easement at 1824 N. Oliver for the 17th Street and Oliver Intersection Project. (District I)

RECOMMENDED ACTION: Accept the dedicated temporary construction easement and authorize the budget request.

9. HOME Program - Housing Development Loan Program Funding Agreement Amendment, Mennonite Housing Rehabilitation Services, Inc. (Districts I and VI)

RECOMMENDED ACTION: Approve the contract amendment providing for additional time to complete construction, and authorize the necessary signatures.

10. Waiver of MABCD Special Assessment Fees. (District I)

RECOMMENDED ACTION: Waive the \$1,059.98 in MABCD special assessment fees.

11. Weapons Disposition.

RECOMMENDED ACTION: Receive and file the list of weapons.

12. Wichita State University Dedication of Land along Oliver, between 17th Street and 21st Street. (District I)

RECOMMENDED ACTION: Accept the dedicated permanent easement and authorize the budget request.

13. Wichita Transit Drug and Alcohol Policy.

RECOMMENDED ACTION: Approve the Wichita Transit Drug and Alcohol Policy as the sole drug and alcohol policy for safety sensitive employees in the Transit Department and authorize the Transit Department to have Designated Employee Representatives.

14. Wichita Transit Center Lease Agreement with Greyhound Corporation.

RECOMMENDED ACTION: Approve the proposed lease and authorize the City Manager to execute the necessary signatures.

15. Second Reading Ordinances: (First Read December 15, 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.

16. *SUB2015-00027 -- Plat of Pearl Beach Addition Located on the Southeast Corner of 29th Street North and Hoover Road. (District V)

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

17. *SUB2015-00033 -- Plat of Oatville Elementary Addition Located on the West Side of Hoover, South of MacArthur Road. (District IV)

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

18. *PUD2015-00005 – Zone Change from GC General Commercial to Planned Unit Development #48 on Property Located on Property Generally Located on the Southeast Corner of Maple Street and Sycamore Street. (District IV)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change subject to the MAPC recommended conditions and place the ordinance on first reading (simple majority vote).

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.

19. *Approval of Housing Choice Voucher - Mainstream Funding 2015-2016.

RECOMMENDED ACTION: Approve the 2015 and 2016 amounts provided by the U.S. Department of Housing and Urban Development (HUD) for the Housing Choice Vendor Mainstream Program and authorize the necessary signatures.

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.

20. *Midwest Corporate Aviation, Inc. - Fixed-Base Operation Services Agreement - Colonel James Jabara Airport.

RECOMMENDED ACTION: Approve the Fixed-Base Operation Services Agreement and authorize the necessary signatures.

Wichita, Kansas
December 21, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works, Fanny Chan, Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, John Emerson, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated December 14, 2015, were read and on motion approved.

Bids were opened December 18, 2015, pursuant to advertisements published on:

Teakwood from the south line of Lot 1, Block 3 to Teakwood Court; Woodcreek from Teakwood Court to the east line of Lot 15, Block 4; Teakwood Court from the north line of Woodcreek to and including the cul-de-sac; Weeping Willow from the west line of the Addition to the west line of Teakwood; and Weeping Willow Circle from the east line of Teakwood to and including the cul-de-sac to serve Whispering Lakes Estates (south of Harry, west of 159th Street East) (472-85231/766346/490368) Does not affect existing traffic. (District II)

Kansas Paving Company - \$239,868.38

2016 Utility Cut Repair of Streets, Driveways and Sidewalks (within City of Wichita city limits) (472-85251/132035/620756/636246/133116/) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V,VI)

Cornejo & Sons LLC* - \$1,614,084.00 *Engineer's Estimate

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

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

PUBLIC WORKS AND UTILITIES DEPARTMENT/SEWER MAINTENANCE DIVISION: Self Propelled Wheel Cut System with Camera.

Mayer Equipment and Supply LLC - \$179,952.00 Base Bid
\$7,428.00 Option 1
\$826.00 Option 2

PUBLIC WORKS AND UTILITIES DEPARTMENT/PRODUCTION AND PUMPING DIVISION: Liquid Polyelectrolyte (Bulk Delivery).

Polydyne Inc* - \$20,400.00

*Estimate – Contract approved on unit cost basis; refer to attachments.

PUBLIC WORKS AND UTILITIES DEPARTMENT/MAINTENANCE DIVISION: Hauling -Salt.

A Plus Logistics LLC* - \$102,795.00

*Estimate – Contract approved on unit cost basis; refer to attachments.

PARK AND RECREATION DEPARTMENT/RECREATION DIVISION: Park ROW and Public Facility Grounds Maintenance.

Landscapes Inc* - Group 11

Dragonfly Lawn and Tree Care LLC* -Group 27

The Brickman Group, LTD LLC* - Groups 4, 18 and 20 (Redirect Award)

*Estimate – Contract approved on unit cost basis; refer to attachments.

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

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

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: December 21, 2015

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

December 18, 2015

Paving – Teakwood, Woodcreek, Weeping Willow to serve Whispering Lakes Estates Addition – Public Works & Utilities Department/Engineering Division

Kansas Paving Company **\$239,868.38**

2016 Utility Cut Repair of Streets, Driveways and Sidewalks (within City of Wichita City Limits) – Public Works & Utilities Department/Engineering Division

Cornejo & Sons, LLC **(Engineer's Estimate) \$1,614,084.00**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

December 18, 2015

Self-Propelled Wheeled Cutting System with an On Board Camera – Public Works & Utilities Department/Sewer Maintenance Division

Mayer Equipment & Supply, LLC **Base Bid \$179,952.00**

Option 1 (Add) (Per Each) \$7,428.00

Option 2 (Add) (Per Each) \$826.00

Liquid Polyelectrolyte (Bulk Delivery) – Public Works & Utilities Department/Production & Pumping Division

Polydyne, Inc. **(Per Pound) \$0.34**

Hauling – Salt – Public Works & Utilities Department/Maintenance Division

A-Plus Logistics, LLC (See Exhibit B for Itemized Prices in the Formal Bid Report) \$102,795.00

Park, ROW and Public Facility Grounds Maintenance – Park & Recreation Department/Recreation Division (See Exhibit C for Itemized Pricing in the Formal Bid Report)

The Brickman Group, Ltd., LLC (Redirect Award) Groups 4, 18 & 20

Landscapes, Inc. Group 11 (Deferred from December 14, 2015)

Dragonfly Lawn & Tree Care, LLC Group 27 (Deferred from December 14, 2015)

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


Melinda A. Walker
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - December 18, 2015

RQ541487

FB540236		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Comejo & Sons, LLC
Teakwood, Woodcreek, Weeping Willow		\$272,220.00	\$313,628.75		\$245,205.40
Whispering Lakes Estates Addition	BID BOND				
	ADDENDA	1			
472-85231 (766346)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
Teakwood, Woodcreek, Weeping Willow		\$272,220.00		\$239,868.38	
Whispering Lakes Estates Addition	BID BOND				
	ADDENDA	1			
472-85231 (766346)					
		Engineer's Construction Estimate			
Teakwood, Woodcreek, Weeping Willow		\$272,220.00			
Whispering Lakes Estates Addition	BID BOND				
	ADDENDA	1			
472-85231 (766346)					
		Engineer's Construction Estimate			
Teakwood, Woodcreek, Weeping Willow		\$272,220.00			
Whispering Lakes Estates Addition	BID BOND				
	ADDENDA	1			
472-85231 (766346)					

CHECKED BY: *jed*
 REVIEWED BY: *[Signature]*

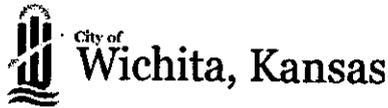
PAVING BID TABULATION SUMMARY

BOARD OF BIDS - December 18, 2015

RQ541488

FB540237		Engineer's Construction Estimate	Comejo & Sons LLC	Kansas Paving Company	PPJ Construction
2016 Utility Cut Repair of Streets, Driveways and Sidewalks		\$1,614,084.00	\$1,412,695.00	\$1,423,788.50	\$1,515,900.00
(within City of Wichita city limits)	BID BOND				X
	ADDENDA	0			
472-85251(132035/620756/636246/133116)					
		Engineer's Construction Estimate	Dondlinger & Sons		
2016 Utility Cut Repair of Streets, Driveways and Sidewalks		\$1,614,084.00			
(within City of Wichita city limits)	BID BOND				
	ADDENDA	0			
472-85251(132035/620756/636246/133116)					
		Engineer's Construction Estimate			
2016 Utility Cut Repair of Streets, Driveways and Sidewalks		\$1,614,084.00			
(within City of Wichita city limits)	BID BOND				
	ADDENDA	0			
472-85251(132035/620756/636246/133116)					
		Engineer's Construction Estimate			
2016 Utility Cut Repair of Streets, Driveways and Sidewalks		\$1,614,084.00			
(within City of Wichita city limits)	BID BOND				
	ADDENDA	0			
472-85251(132035/620756/636246/133116)					
Contract awarded for Engineer's Estimate \$1,614,084.00					

CHECKED BY: *jld*
 REVIEWED BY: *[Signature]*



BID RESULTS

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB540235 **Self Propelled Wheel Cut System w/Camera** **Close Date/Time:** 12/18/2015 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**

Award Method: Aggregate Cost

Department: Water Sewer Maintenance Division **Responses:** 2

Go to:

Line 001 | BASE BID: New Unused Current Self Propelled Wheeled Cutting System with an On Board Camera
 Manufacturer: _____ Model: _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MAYER EQUIPMENT & SUPPLY LLC	1	Each	\$179,952.0000	\$179,952.00	Complete	Aries Model CGF-Wolv-00000115

ELXSI No Bid.

Line 002 | OPTION 1: Spare Parts Kit per Specification

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MAYER EQUIPMENT & SUPPLY LLC	1	Each	\$7,428.0000	\$7,428.00	Complete	

ELXSI No Bid.

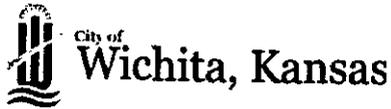
Line 003 | OPTION 2: 2.0 HP Air Compressor 115V/60HZ 4.21 Gal Tank Must Supply 3.8 CFM@90 PSI

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MAYER EQUIPMENT & SUPPLY LLC	1	Each	\$826.0000	\$826.00	Complete	

ELXSI No Bid.

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

Vendor Group Line
Solicitation: FB540238 **Liquid Polyelectrolyte (Bulk Delivery)** **Close Date/Time:** 12/18/2015 10:00 AM CST

Solicitation Type: Formal Bid [Return to the Bid List](#)

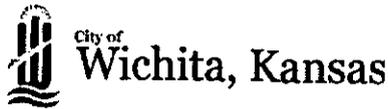
Award Method: Aggregate Cost

Department: PUBLIC WORKS & UTILITIES **Responses:** 3

Vendors	Complete	Bid Total	City Comments
POLYDYNE INC	Complete	\$20,400.00	Award 12/22/2015 Public Works & Utilities Department/Production & Pumping Division
BRENNTAG SOUTHWEST INC	Complete	\$26,334.00	
NALCO COMPANY	Complete	\$39,600.00	

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB540238 **Liquid Polyelectrolyte (Bulk Delivery)** **Close Date/Time:** 12/18/2015 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: PUBLIC WORKS & UTILITIES

Responses: 3

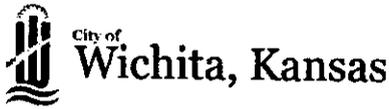
Go to:

Line 001 | Liquid Polyelectrolyte - Bulk Delivery. Approved products are Superfloc C-587, Catfloc-T, PRC-320 and Clarifloc C-308P. Please State Manufacturer and Product No. in the Comment Section.
 Manufacturer: _____ Product No: _____ Please State
 if BID PRICE IS FIRM _____ OR ESCALATING/DE-ESCALATING _____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
POLYDYNE INC	60000	Pound	\$0.3400	\$20,400.00	Complete	Polydyne Inc Clarifloc C-308P Firm for 1 year
BRENTAG SOUTHWEST INC	60000	Pound	\$0.4389	\$26,334.00	Complete	WC 9923 Product Code 453718 Firm through Dec 31 2016
NALCO COMPANY	60000	Pound	\$0.6600	\$39,600.00	Complete	CatFloc T is now known as CatFloc 8102 PLUS

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

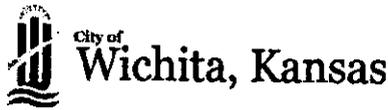
Vendor Group Line
Solicitation: FB540239 **Hauling - Salt** **Close Date/Time:** 12/18/2015 10:00 AM CST

Solicitation Type: Formal Bid **Return to the Bid List**
Award Method: Aggregate Cost
Department: Public Works Maintenance Division **Responses:** 3

Vendors	Complete	Bid Total	City Comments
A PLUS LOGISTICS LLC	Complete	\$102,795.00	Award 12/22/2015 Public Works & Utilities Department/Maintenance Division
PEARSON CONSTRUCTION LLC	Complete	\$146,376.00	
D & D EQUIPMENT & SALES INC	In-Complete	\$0.00	

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB540239

Hauling - Salt

Close Date/Time: 12/18/2015 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Maintenance Division

Responses: 3

Go to:

Line 001 | Location A to location D: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$8.4600	\$2,538.00	Complete	
PEARSON CONSTRUCTION LLC	300	Ton	\$14.6900	\$4,407.00	Complete	
D & D EQUIPMENT & SALES INC					No Bid.	

Line 002 | Location A to location E: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$8.4600	\$2,538.00	Complete	
PEARSON CONSTRUCTION LLC	300	Ton	\$14.6900	\$4,407.00	Complete	
D & D EQUIPMENT & SALES INC					No Bid.	

Line 003 | Location A to location F: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$8.4600	\$2,538.00	Complete	
PEARSON CONSTRUCTION LLC	300	Ton	\$14.6900	\$4,407.00	Complete	
D & D EQUIPMENT & SALES INC					No Bid.	

Line 004 | Location A to location G: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$8.4600	\$2,538.00	Complete	
PEARSON CONSTRUCTION LLC	300	Ton	\$14.6900	\$4,407.00	Complete	
D & D EQUIPMENT & SALES INC					No Bid.	

Line 005 | Location A to location H: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$8.4600	\$2,538.00	Complete	
PEARSON CONSTRUCTION LLC	300	Ton	\$14.6900	\$4,407.00	Complete	
D & D EQUIPMENT & SALES INC					No Bid.	

Line 006 | Location A to location I: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$8.4600	\$2,538.00	Complete	
PEARSON CONSTRUCTION LLC	300	Ton	\$14.6900	\$4,407.00	Complete	
D & D EQUIPMENT & SALES INC					No Bid.	

Line 007 | Location A to location J: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$8.4600	\$2,538.00	Complete	
PEARSON CONSTRUCTION LLC	300	Ton	\$14.6900	\$4,407.00	Complete	
D & D EQUIPMENT & SALES INC					No Bid.	

Line 008 | Location B to location D: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$15.4900	\$4,647.00	Complete	
PEARSON CONSTRUCTION LLC	300	Ton	\$19.3200	\$5,796.00	Complete	
D & D EQUIPMENT & SALES INC					No Bid.	

Line 009 | Location B to location E: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$15.4900	\$4,647.00	Complete	
PEARSON CONSTRUCTION LLC	300	Ton	\$19.3200	\$5,796.00	Complete	
D & D EQUIPMENT & SALES INC					No Bid.	

Line 010 | Location B to location F: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
---------	-----	-----	-------	---------------	----------	----------

A PLUS LOGISTICS LLC	300	Ton	\$15.4900	\$4,647.00	Complete
<hr/>					
PEARSON CONSTRUCTION LLC	300	Ton	\$19.3200	\$5,796.00	Complete
<hr/>					
D & D EQUIPMENT & SALES INC	No Bid.				

Line 011 | Location B to location G: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$15.4900	\$4,647.00	Complete	
<hr/>						
PEARSON CONSTRUCTION LLC	300	Ton	\$19.3200	\$5,796.00	Complete	
<hr/>						
D & D EQUIPMENT & SALES INC	No Bid.					

Line 012 | Location B to location H: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$15.4900	\$4,647.00	Complete	
<hr/>						
PEARSON CONSTRUCTION LLC	300	Ton	\$19.3200	\$5,796.00	Complete	
<hr/>						
D & D EQUIPMENT & SALES INC	No Bid.					

Line 013 | Location B to location I: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$15.4900	\$4,647.00	Complete	
<hr/>						
PEARSON CONSTRUCTION LLC	300	Ton	\$19.3200	\$5,796.00	Complete	
<hr/>						
D & D EQUIPMENT & SALES INC	No Bid.					

Line 014 | Location B to location J: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$15.4900	\$4,647.00	Complete	
<hr/>						
PEARSON CONSTRUCTION LLC	300	Ton	\$19.3200	\$5,796.00	Complete	
<hr/>						
D & D EQUIPMENT & SALES INC	No Bid.					

Line 015 | Location C to location D: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$19.5000	\$5,850.00	Complete	
<hr/>						
PEARSON CONSTRUCTION LLC	300	Ton	\$25.9000	\$7,770.00	Complete	

D & D EQUIPMENT & SALES INC

No Bid.

Line 016 | Location C to location E: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$19.5000	\$5,850.00	Complete	
PEARSON CONSTRUCTION LLC	300	Ton	\$25.9000	\$7,770.00	Complete	

D & D EQUIPMENT & SALES INC

No Bid.

Line 017 | Location C to location F: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$19.5000	\$5,850.00	Complete	
PEARSON CONSTRUCTION LLC	300	Ton	\$25.9000	\$7,770.00	Complete	

D & D EQUIPMENT & SALES INC

No Bid.

Line 018 | Location C to location G: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$19.5000	\$5,850.00	Complete	
PEARSON CONSTRUCTION LLC	300	Ton	\$25.9000	\$7,770.00	Complete	

D & D EQUIPMENT & SALES INC

No Bid.

Line 019 | Location C to location H: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$19.5000	\$5,850.00	Complete	
PEARSON CONSTRUCTION LLC	300	Ton	\$25.9000	\$7,770.00	Complete	

D & D EQUIPMENT & SALES INC

No Bid.

Line 020 | Location C to location I: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$19.5000	\$5,850.00	Complete	
PEARSON CONSTRUCTION LLC	300	Ton	\$25.9000	\$7,770.00	Complete	

D & D EQUIPMENT & SALES INC

No Bid.

Line 021 | Location C to location J: \$_____/ton Estimated Quantity: 300 Ton

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Ton	\$19.5000	\$5,850.00	Complete	
PEARSON CONSTRUCTION LLC	300	Ton	\$25.9000	\$7,770.00	Complete	
D & D EQUIPMENT & SALES INC					No Bid.	

Line 022 | Location D to location F: \$____/cubic yard Estimated Quantity: 300 CY

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Cubic Yard	\$3.8500	\$1,155.00	Complete	
PEARSON CONSTRUCTION LLC	300	Cubic Yard	\$6.5800	\$1,974.00	Complete	
D & D EQUIPMENT & SALES INC					No Bid.	

Line 023 | Location D to location G: \$____/cubic yard Estimated Quantity: 300 CY

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Cubic Yard	\$3.8500	\$1,155.00	Complete	
PEARSON CONSTRUCTION LLC	300	Cubic Yard	\$6.5800	\$1,974.00	Complete	
D & D EQUIPMENT & SALES INC					No Bid.	

Line 024 | Location D to location H: \$____/cubic yard Estimated Quantity: 300 CY

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Cubic Yard	\$3.8500	\$1,155.00	Complete	
PEARSON CONSTRUCTION LLC	300	Cubic Yard	\$6.5800	\$1,974.00	Complete	
D & D EQUIPMENT & SALES INC					No Bid.	

Line 025 | Location D to location I: \$____/cubic yard Estimated Quantity: 300 CY

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Cubic Yard	\$3.8500	\$1,155.00	Complete	
PEARSON CONSTRUCTION LLC	300	Cubic Yard	\$6.5800	\$1,974.00	Complete	
D & D EQUIPMENT & SALES INC					No Bid.	

Line 026 | Location D to location J: \$____/cubic yard Estimated Quantity: 300 CY

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
---------	-----	-----	-------	---------------	----------	----------

A PLUS LOGISTICS LLC	300	Cubic Yard	\$3.8500	\$1,155.00	Complete
<hr/>					
PEARSON CONSTRUCTION LLC	300	Cubic Yard	\$6.5800	\$1,974.00	Complete
<hr/>					
D & D EQUIPMENT & SALES INC	No Bid.				

Line 027 | Location E to location F: \$____/cubic yard Estimated Quantity: 300 CY

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Cubic Yard	\$3.8500	\$1,155.00	Complete	
<hr/>						
PEARSON CONSTRUCTION LLC	300	Cubic Yard	\$7.1300	\$2,139.00	Complete	
<hr/>						
D & D EQUIPMENT & SALES INC	No Bid.					

Line 028 | Location E to location G: \$____/cubic yard Estimated Quantity: 300 CY

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Cubic Yard	\$3.8500	\$1,155.00	Complete	
<hr/>						
PEARSON CONSTRUCTION LLC	300	Cubic Yard	\$7.1300	\$2,139.00	Complete	
<hr/>						
D & D EQUIPMENT & SALES INC	No Bid.					

Line 029 | Location E to location H: \$____/cubic yard Estimated Quantity: 300 CY

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Cubic Yard	\$3.8500	\$1,155.00	Complete	
<hr/>						
PEARSON CONSTRUCTION LLC	300	Cubic Yard	\$7.1300	\$2,139.00	Complete	
<hr/>						
D & D EQUIPMENT & SALES INC	No Bid.					

Line 030 | Location E to location I: \$____/cubic yard Estimated Quantity: 300 CY

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300	Cubic Yard	\$3.8500	\$1,155.00	Complete	
<hr/>						
PEARSON CONSTRUCTION LLC	300	Cubic Yard	\$7.1300	\$2,139.00	Complete	
<hr/>						
D & D EQUIPMENT & SALES INC	No Bid.					

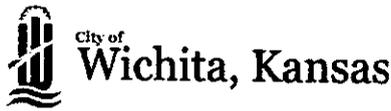
Line 031 | Location E to location J: \$____/cubic yard Estimated Quantity: 300 CY

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	300		\$3.8500	\$1,155.00	Complete	

		Cubic Yard			
PEARSON CONSTRUCTION LLC	300	Cubic Yard	\$7.1300	\$2,139.00	Complete
D & D EQUIPMENT & SALES INC					No Bid.

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BID RESULTS

[Registration](#) [Solicitations](#) [Document Inquiry](#) [Login](#) [Help](#)

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

Vendor Group Line
Solicitation: Park ROW & Public Facility Grounds
 FB540218 Maint
Close Date/Time: 12/4/2015 10:00 AM CST
Solicitation Type: Formal Bid
Award Method: Group
Department: Parks
Return to the Bid List
Responses: 10

Vendors	Complete	Bid Total	City Comments
THE BRICKMAN GROUP, LTD. LLC	Complete	\$3,098,405.00	<u>Redirect Award 12/22/2015 Groups 4, 18 & 20 Award 12/15/2015 Groups 6, 16, & 23</u>
D&R MOWING SERVICES L.L.C.	Partial	\$19,389.68	Award 12/15/2015 Groups 19 & 24 Park & Recreation Dept/Recreation Div
DRAGONFLY LAWN & TREE CARE LLC	Partial	\$350,063.00	<u>Award 12/22/2015 Group 27 Award 12/15/2015 Groups 22, 28 & 30 Bid Withdrawn for Groups 4, 18 & 20</u>
MICHAEL SWARTZ	Partial	\$451,563.55	Non-Responsive to Licensing Requirements
ECO OUTDOOR MANAGEMENT, INC.	Partial	\$916,522.50	Award 12/15/2015 Groups 3,12,13,15 & 17 Park & Recreation Dept/Recreation Div
JEFFS LAWN SERVICE	Partial	\$1,221,988.45	Non-Responsive to Licensing Requirements
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Partial	\$2,197,728.00	Award 12/15/2015 Group 7 Park & Recreation Dept/Recreation Div
LANDSCAPES INC	Partial	\$3,310,759.00	<u>Award 12/22/2015 Group 11 Award 12/15/2015 Groups 2,14,21,26 & 29</u>
CONTOUR LANDSCAPE LLC	Partial	\$3,376,509.00	Award 12/15/2015 Groups 1 & 10 Park & Recreation Dept/Recreation Div
PROFESSIONAL LANDSCAPING SERVICES LLC	Partial	\$4,241,139.00	Award 12/15/2015 Groups 5,8,9 & 25 Park & Recreation Dept/Recreation Div

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JEFFS LAWN SERVICE	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 03

Vendors	Complete	Group Total Net Bid
ECO OUTDOOR MANAGEMENT, INC.	Complete	\$92,220.00
✓ PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$158,750.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$173,956.00
LANDSCAPES INC	Complete	\$177,450.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
CONTOUR LANDSCAPE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 04

Vendors	Complete	Group Total Net Bid
DRAGONFLY LAWN & TREE CARE LLC	Complete	\$28,800.00
ECO OUTDOOR MANAGEMENT, INC.	Complete	\$37,800.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$43,180.00
LANDSCAPES INC	Complete	\$45,960.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$63,555.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$105,185.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
CONTOUR LANDSCAPE LLC	In-Complete	\$0.00

THE BRICKMAN GROUP, LTD. LLC	Complete	\$17,600.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
LANDSCAPES INC	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
CONTOUR LANDSCAPE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 10

Vendors	Complete	Group Total Net Bid
MICHAEL SWARTZ	Complete	\$109,775.25
CONTOUR LANDSCAPE LLC	Complete	\$125,187.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$165,744.00
JEFFS LAWN SERVICE	Complete	\$174,639.75
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$177,807.00
LANDSCAPES INC	Complete	\$188,427.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$263,030.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00

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Group 11

Vendors	Complete	Group Total Net Bid
LANDSCAPES INC	Complete	\$44,720.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$45,086.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$66,400.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$90,900.00

JEFFS LAWN SERVICE	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
CONTOUR LANDSCAPE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 12

Vendors	Complete	Group Total Net Bid
MICHAEL SWARTZ	Complete	\$81,582.31
ECO OUTDOOR MANAGEMENT, INC.	Complete	\$123,252.50
JEFFS LAWN SERVICE	Complete	\$140,981.20
THE BRICKMAN GROUP, LTD. LLC	Complete	\$161,418.00
CONTOUR LANDSCAPE LLC	Complete	\$168,920.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$228,883.00
LANDSCAPES INC	Complete	\$259,275.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$263,535.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00

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Group 13

Vendors	Complete	Group Total Net Bid
ECO OUTDOOR MANAGEMENT, INC.	Complete	\$167,647.50
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$220,548.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$276,474.00
CONTOUR LANDSCAPE LLC	Complete	\$299,832.00
LANDSCAPES INC	Complete	\$351,724.00
JEFFS LAWN SERVICE	In-Complete	\$0.00

Group 18

Vendors	Complete	Group Total Net Bid
DRAGONFLY LAWN & TREE CARE LLC	Complete	\$106,055.00
<u>THE BRICKMAN GROUP, LTD. LLC</u>	<u>Complete</u>	<u>\$187,308.00</u>
JEFFS LAWN SERVICE	Complete	\$249,576.30
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$273,056.00
CONTOUR LANDSCAPE LLC	Complete	\$336,051.00
LANDSCAPES INC	Complete	\$357,850.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$367,500.00
✓ ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 19

Vendors	Complete	Group Total Net Bid
D&R MOWING SERVICES L.L.C.	Complete	\$13,984.88
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$16,184.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$29,400.00
LANDSCAPES INC	Complete	\$61,500.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$74,664.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
DRAGONFLY LAWN & TREE CARE LLC	In-Complete	\$0.00
CONTOUR LANDSCAPE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 20

Vendors	Complete	Group Total Net Bid
DRAGONFLY LAWN & TREE CARE LLC	Complete	\$43,773.00

PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$130,367.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$133,533.00
LANDSCAPES INC	Complete	\$145,720.00
CONTOUR LANDSCAPE LLC	Complete	\$169,366.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 21

Vendors	Complete	Group Total Net Bid
LANDSCAPES INC	Complete	\$5,400.00
DRAGONFLY LAWN & TREE CARE LLC	Complete	\$11,300.00
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$12,000.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$17,112.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
CONTOUR LANDSCAPE LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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Group 22

Vendors	Complete	Group Total Net Bid
DRAGONFLY LAWN & TREE CARE LLC	Complete	\$22,650.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$48,967.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	Complete	\$57,958.00
CONTOUR LANDSCAPE LLC	Complete	\$66,370.00

MICHAEL SWARTZ In-Complete \$0.00

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Group 27

Vendors	Complete	Group Total Net Bid
DRAGONFLY LAWN & TREE CARE LLC	Complete	\$86,850.00
MICHAEL SWARTZ	Complete	\$104,125.25
CONTOUR LANDSCAPE LLC	Complete	\$112,890.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$128,154.00
LANDSCAPES INC	Complete	\$208,500.00
JEFFS LAWN SERVICE	Complete	\$214,657.95
PROFESSIONAL LANDSCAPING SERVICES LLC	Complete	\$285,600.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00

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Group 28

Vendors	Complete	Group Total Net Bid
DRAGONFLY LAWN & TREE CARE LLC	Complete	\$40,200.00
LANDSCAPES INC	Complete	\$41,550.00
THE BRICKMAN GROUP, LTD. LLC	Complete	\$50,775.00
CONTOUR LANDSCAPE LLC	Complete	\$134,805.00
JEFFS LAWN SERVICE	In-Complete	\$0.00
ECO OUTDOOR MANAGEMENT, INC.	In-Complete	\$0.00
COMMERCIAL LAWN MANAGEMENT OF WICHITA IN	In-Complete	\$0.00
D&R MOWING SERVICES L.L.C.	In-Complete	\$0.00
PROFESSIONAL LANDSCAPING SERVICES LLC	In-Complete	\$0.00
MICHAEL SWARTZ	In-Complete	\$0.00

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**PRELIMINARY ESTIMATES
FOR CITY COUNCIL DECEMBER 22, 2015**

- a. Lateral 38, Main 2, Southwest Interceptor to serve Bartlow Addition (north of 47th Street South, east of Seneca) (468-85032/744397/636337/480089/775068) Traffic to be maintained during construction using flagpersons and barricades. (District IV) - \$36,800.00

To be Bid:

December 11, 2015

PRELIMINARY ESTIMATE of the cost of:

Lateral 38, Main 2, Southwest Interceptor to serve Bartlow Addition
(north of 47th Street South, east of Seneca)

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 (744397)		
1	Site Clearing	1 LS
2	Site Restoration	1 LS
3	Sodding	1 LS
4	Traffic Control	1 LS
MEASURED QUANTITY BID ITEMS (744397)		
5	Pipe, SS 8"	78 lf
6	Air Testing, SS Pipe	78 lf
7	MH, Shallow SS (4')	1 ea
8	Fill, Sand (Flushed & Vibrated) (SS and WL)	121 lf
9	Gravel Pavement Removed and Replaced (Bartlow)	14 sy
10	BMP, Silt Fence	340 lf
11	BMP, Construction Entrance	1 ea
12	Pipe, WL 6"	39 lf
13	Pipe, WL 6" (DIDL)	49 lf
MEASURED QUANTITY BID ITEMS (636337)		
14	Fire Hydrant Assembly	1 ea
15	Fire Hydrant Removed	1 ea
16	Service Reconnection	1 ea
MEASURED QUANTITY BID ITEMS (744397)		
17	Valve Assembly, 6"	1 ea

Construction Subtotal

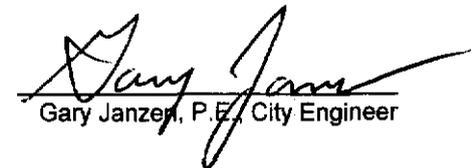
Design Fee
Engineering & Inspection (744397)
Engineering & Inspection (636337)
Administration
Publication

Total Estimated Cost

\$36,800.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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


Gary Janzer, P.E., City Engineer

Sworn to and subscribed before me this _____ (DATE)

City Clerk

City of Wichita
City Council Meeting
December 22, 2015

TO: Mayor and City Council

SUBJECT: Petitions for Drainage and Water Distribution Improvements to Serve Nahola Addition (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petitions and budgets, and adopt the resolutions.

Background: The signatures on the petitions represent 100% of the improvement district. The petitions are valid per Kansas Statute 12-6a01.

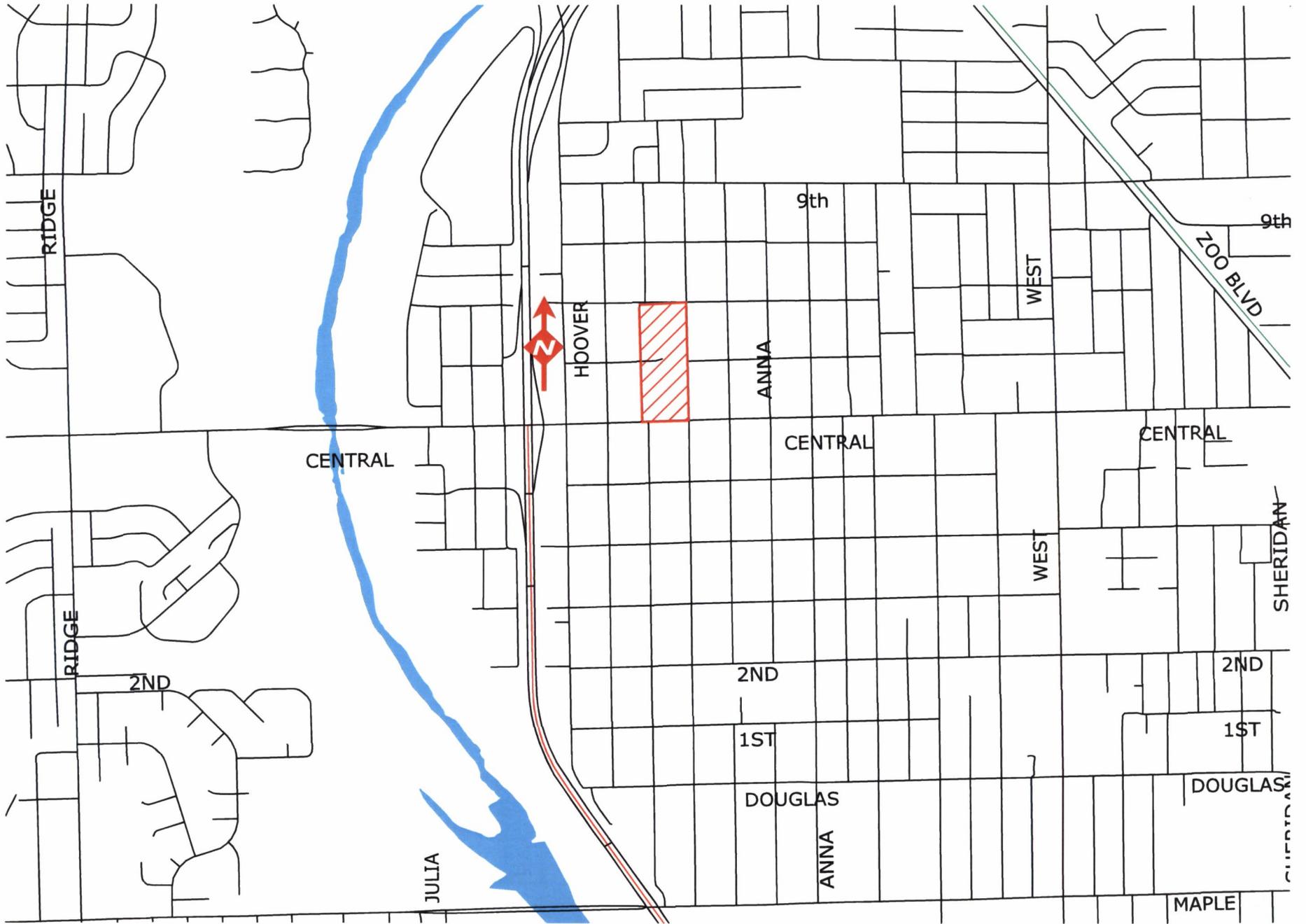
Analysis: The projects will provide drainage and water distribution improvements required for a new residential development located north of Central, east of Hoover Road.

Financial Considerations: The petition totals are \$120,000 for drainage improvements and \$92,000 for water distribution improvements. The funding source for both projects is special assessments.

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

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

Attachments: Maps, budget sheets, petitions, and resolutions.



Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION

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

FUND: 480 Sewer Improvements N.I. SUBFUND: 485 Storm Drainage N.I. ENGINEERING REFERENCE #: 468-85082

COUNCIL DISTRICT: 06 Council District 6 DATE COUNCIL APPROVED: 12-22-15 REQUEST DATE: _____

PROJECT #: 485434 PROJECT TITLE: SWS 702 Nahola Addition

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: SWS 702 Nahola Addition

OCA #: 751543 OCA TITLE: SWS 702 Nahola Addition

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	\$120,000.00		\$120,000.00
_____	\$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: \$120,000.00

EXPENSE TOTAL: \$120,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____ *[Signature]*

DATE: 11/30/15

DEPARTMENT HEAD: _____ *[Signature]*

DATE: 12/8/15

BUDGET OFFICER: _____ *[Signature]*

DATE: 12/8/15

CITY MANAGER: _____

DATE: _____

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION

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

ENGINEERING REFERENCE #: 448-90699

FUND: 470 Water Improvements N.I.

COUNCIL DISTRICT: 06 Council District 6 DATE COUNCIL APPROVED: 12-22-15 REQUEST DATE: _____

PROJECT #: 470217 PROJECT TITLE: WDS 90699 Nahola Addition

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: WDS 90699 Nahola Addition

OCA #: 735544 OCA TITLE: WDS 90699 Nahola Addition

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	\$92,000.00		\$92,000.00
_____	\$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:	\$92,000.00	EXPENSE TOTAL:	\$92,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD: *Sany Jany*
 DEPARTMENT HEAD: *Henry*
 BUDGET OFFICER: *Cheryl L Busadaj*
 CITY MANAGER: _____

Print Form

DATE: 12/02/15
 DATE: 12/8/15
 DATE: 12/8/15
 DATE: _____

RECEIVED

\$

SWS# 702
468-85082

NOV - 9 '15

CITY CLERK OFFICE

**PETITION
STORM SEWER AND DRAINAGE – NAHOLA ADDITION TO WICHITA, SEDGWICK
COUNTY, KANSAS**

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

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

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

Construction of a dry storm water detention basin, outlet pipe 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: ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000) 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 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:

Lot 1, NAHOLA ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS

(d) The proposed method of assessment is on a “fractional basis”:

Lot 1 shall pay 1,000/1,000 of the total cost of the improvements.

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

(e) The 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
<i>Wayne J. Jaska, member</i>	11/6/15	

THIS PETITION was filed in my office on November 9, 2015,



Jenifer Edwards
Deputy City Clerk

448-90699

**PETITION
WATER MAIN – NAHOLA ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**

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

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

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

Construction of 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: NINETY-TWO THOUSAND DOLLARS (\$92,000) 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 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:

Lot 1, NAHOLA ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS

(d) The proposed method of assessment is on a “fractional basis”:

Lot 1 shall pay 1,000/1,000 of the total cost of the improvements.

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

(e) The 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
<i>Wongji Fisher, member</i>	11/6/15	

THIS PETITION was filed in my office on November 9, 2015.



Jean Edwards
Deputy City Clerk

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

RESOLUTION NO. _____

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 – NAHOLA ADDITION/NORTH OF CENTRAL, EAST OF HOOVER) (448-90699).

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 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 **Ninety-Two Thousand Dollars (\$92,000)**, 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:

NAHOLA ADDITION

Lot 1

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

Lot 1, Nahola Addition shall pay 1,000/1,000 of the total cost of the improvements.

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña
for Jennifer Magaña, City Attorney and Director of Law

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

RESOLUTION NO. _____

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 (STORM WATER SEWER NO. 702 – NAHOLA ADDITION/NORTH OF CENTRAL, EAST OF HOOVER) (468-85082)

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 dry storm water detention basin, outlet pipe and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the Improvements is **One Hundred Twenty Thousand Dollars (\$120,000)**, 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:

NAHOLA ADDITION
Lot 1

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

Lot 1, shall pay 1,000/1,000 of the total cost of the improvements.

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian R. Magaña

for Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on December 24, 2015)

RESOLUTION NO. 15-388

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 (STORM WATER SEWER NO. 702 – NAHOLA ADDITION/NORTH OF CENTRAL, EAST OF HOOVER) (468-85082)

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 dry storm water detention basin, outlet pipe and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the Improvements is **One Hundred Twenty Thousand Dollars (\$120,000)**, 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:

NAHOLA ADDITION

Lot 1

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

Lot 1, shall pay 1,000/1,000 of the total cost of the improvements.

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on December 22, 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 December 24, 2015)

RESOLUTION NO. 15-389

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 – NAHOLA ADDITION/NORTH OF CENTRAL, EAST OF HOOVER) (448-90699).

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 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 **Ninety-Two Thousand Dollars (\$92,000)**, 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:

NAHOLA ADDITION

Lot 1

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

Lot 1, Nahola Addition shall pay 1,000/1,000 of the total cost of the improvements.

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on December 22, 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
December 22, 2015

TO: Mayor and City Council

SUBJECT: Petitions for Sanitary Sewer and Water Distribution Improvements to Serve Great Plains Business Park 2nd Addition (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petitions and budgets, and adopt the resolutions.

Background: The signatures on the petitions represent 100% of the improvement district. The petitions are a requirement for a lot split and are valid per Kansas Statute 12-6a01.

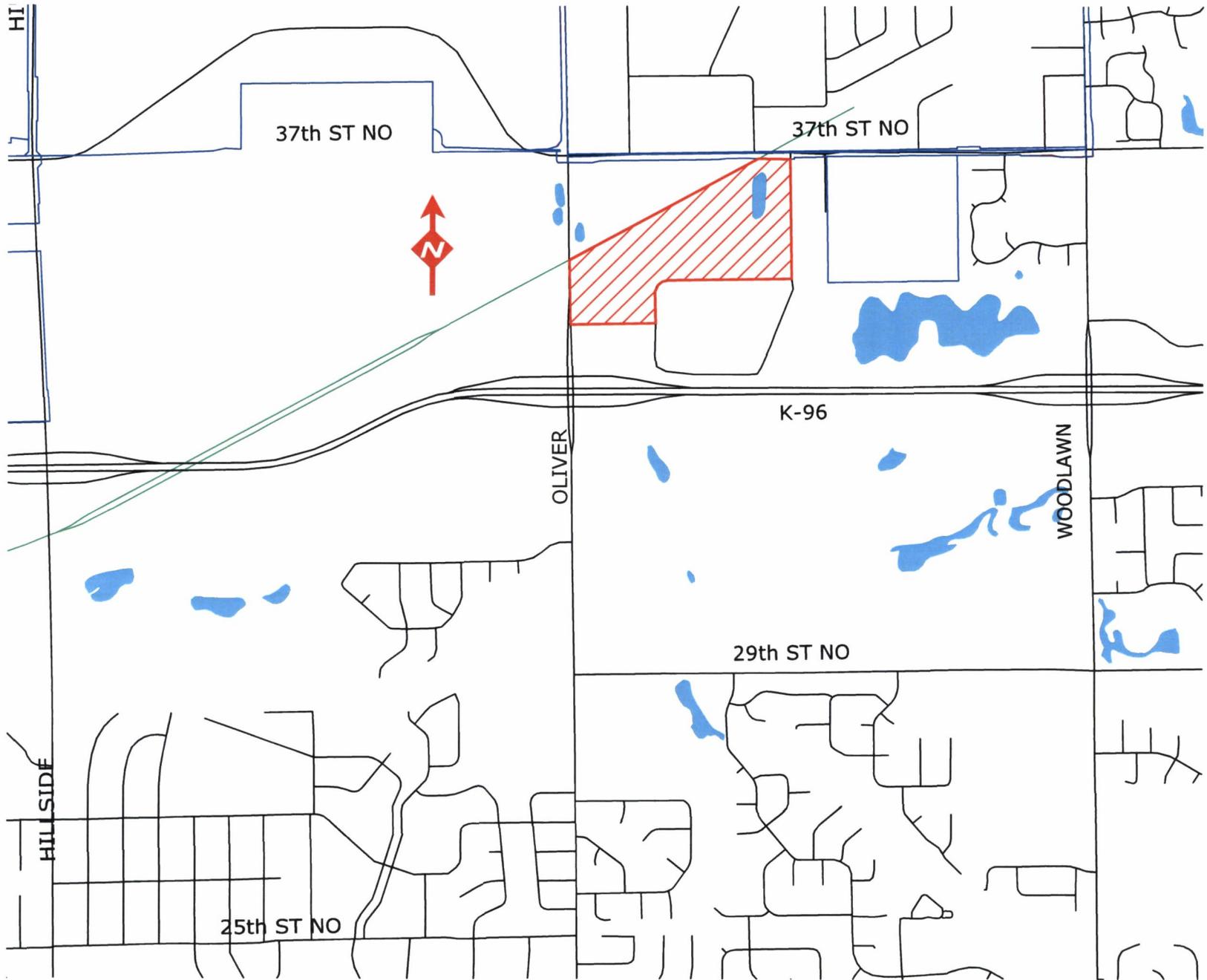
Analysis: The projects will provide sanitary sewer and water distribution improvements required for a new commercial development located south of 37th Street North, east of Oliver.

Financial Considerations: The petition totals are \$36,000 for the sanitary sewer improvements and \$25,000 for the water distribution improvements. The funding source for both projects is special assessments.

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

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

Attachments: Maps, budget sheets, petitions, and resolutions.



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 #: 448-90698

COUNCIL DISTRICT: 01 Council District 1

DATE COUNCIL APPROVED: 12-22-15

REQUEST DATE: _____

PROJECT #: _____

PROJECT TITLE: WDS Great Plains Business Park 2nd Addition

PROJECT DETAIL #: _____

PROJECT DETAIL DESCRIPTION: WDS Great Plains Business Park 2nd Addition

OCA #: _____

OCA TITLE: WDS Great Plains Business Park 2nd Addition

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>\$25,000.00</u>	<u>2999 Contractuals</u>	<u>\$25,000.00</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
_____	\$0.00	_____	\$0.00
REVENUE TOTAL:	\$25,000.00	EXPENSE TOTAL:	\$25,000.00

NOTES: HOLD OCA FOR LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____

[Handwritten Signature]

DATE: 11/30/15

DEPARTMENT HEAD: _____

[Handwritten Signature]

DATE: 12/8/15

BUDGET OFFICER: _____

[Handwritten Signature]

DATE: 12/8/15

CITY MANAGER: _____

DATE: _____

\$

448-90698

OCT 27 '15

**PETITION
(WATER MAIN IMPROVEMENTS – GREAT PLAINS BUSINESS PARK 2ND 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 \$25,000, 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 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:

GREAT PLAINS BUSINESS PARK 2ND ADDITION

Part of Lot 5, Block 1

Parcel 5C:

That part of Lot 5, Block 1, Great Plains Business Park 2nd Addition to Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the northeast corner of said Lot 5, said northeast corner also being a point on the southeast line of the Missouri Pacific Railroad Right-of-Way; thence S00°03'22"W along the east line of said Lot 5, 309.15 feet to the northeast corner of Parcel A as described in the Lot Split of said Lot 5 recorded in DOC.#/FLM-PG: 29085148 on 8/19/2009; thence N89°56'38"W along the north line of said Parcel A, 275.00 feet to the northwest corner of said Parcel A; thence continuing N89°56'38"W, 312.63 to a point on the northwest line of said Lot 5; thence N62°18'27"E along the northwest line of said Lot 5, 663.99 feet to the point of beginning.

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

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

(e) The 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.

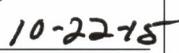
(g) The undersigned acknowledge that property Parcel 5C is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: \$ 2,362 assessed equally among all property within the proposed Improvement District.

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
Great Plains Ventures, Inc. By:  Susayn C. Brandes, President		Great Plains Business Park 2nd Addition Part of Lot 5, Block 1

THIS PETITION was filed in my office on 10-27-15.


 DEPUTY CITY CLERK

RECEIVED

A

468-85081

Lateral 134, SS # 23

OCT 27 '15

CITY CLERK OFFICE

**PETITION
(SANITARY SEWER IMPROVEMENTS – GREAT PLAINS BUSINESS PARK 2ND 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 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 \$36,000, 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 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:

GREAT PLAINS BUSINESS PARK 2ND ADDITION

Part of Lot 5, Block 1

Parcel 5C:

That part of Lot 5, Block 1, Great Plains Business Park 2nd Addition to Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the northeast corner of said Lot 5, said northeast corner also being a point on the southeast line of the Missouri Pacific Railroad Right-of-Way; thence S00°03'22"W along the east line of said Lot 5, 309.15 feet to the northeast corner of Parcel A as described in the Lot Split of said Lot 5 recorded in DOC.#/FLM-PG: 29085148 on 8/19/2009; thence N89°56'38"W along the north line of said Parcel A, 275.00 feet to the northwest corner of said Parcel A; thence continuing N89°56'38"W, 312.63 to a point on the northwest line of said Lot 5; thence N62°18'27"E along the northwest line of said Lot 5, 663.99 feet to the point of beginning.

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

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

(e) The 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
Great Plains Ventures, Inc. By: <u><i>Susayn C Brand</i></u> Susayn C. Brandes, President	<u>10-22-15</u>	Great Plains Business Park 2nd Addition Part of Lot 5, Block 1

THIS PETITION was filed in my office on October 27, 2015.



Jen's Edwards
 Deputy City Clerk

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

RESOLUTION NO. _____

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 - GREAT PLAINS BUSINESS PARK 2ND ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF OLIVER) (448-90698).

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 **Twenty-Five Thousand Dollars (\$25,000)**, 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:

GREAT PLAINS BUSINESS PARK 2ND ADDITION
Part of Lot 5, Block 1

PARCEL 5C

That part of Lot 5, Block 1, Great Plains Business Park 2nd Addition to Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the northeast corner of said Lot 5, said northeast corner also being a point on the southeast line of the Missouri Pacific Railroad Right-of-Way; thence S00°03'22"W along the east line of said Lot 5, 309.15 feet to the northeast corner of Parcel A as described in the Lot Split of said Lot 5 recorded in DOC.#/FLM-PG: 29085148 on 8/19/2009; thence N89°56'38"W along the north line of said Parcel A, 275.00 feet to the northwest corner of said Parcel A; thence continuing N89°56'38"W, 312.63 to a point on the northwest line of said Lot 5; thence N62°18'27"E along the northwest line of said Lot 5, 663.99 feet to the point of beginning.

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

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before 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.

(g) The undersigned acknowledge that property **Parcel 5C** is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within the proposed Improvement District. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$2,362 assessed equally among all property within the proposed Improvement District.**

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 _____.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña
for Jennifer Magaña, City Attorney and Director of Law

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

RESOLUTION NO. _____

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 134, SANITARY SEWER NO. 23 - GREAT PLAINS BUSINESS PARK 2ND ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF OLIVER) (468-85081).

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 134, Sanitary Sewer No. 23), 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 **Thirty-Six Thousand Dollars (\$36,000)**, 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:

GREAT PLAINS BUSINESS PARK 2ND ADDITION
Part of Lot 5, Block 1

PARCEL 5C

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

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before 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 _____.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer R. Magaña

for Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on December 24, 2015)

RESOLUTION NO. 15-390

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 134, SANITARY SEWER NO. 23 – GREAT PLAINS BUSINESS PARK 2ND ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF OLIVER) (468-85081).

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 134, Sanitary Sewer No. 23), 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 **Thirty-Six Thousand Dollars (\$36,000)**, 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:

GREAT PLAINS BUSINESS PARK 2ND ADDITION

Part of Lot 5, Block 1

PARCEL 5C

That part of Lot 5, Block 1, Great Plains Business Park 2nd Addition to Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the northeast corner of said Lot 5, said northeast corner also being a point on the southeast line of the Missouri Pacific Railroad Right-of-Way; thence S00°03'22"W along the east line of said Lot 5, 309.15 feet to the northeast corner of Parcel A as described in the Lot Split of said Lot 5 recorded in DOC.#/FLM-PG: 29085148 on 8/19/2009; thence N89°56'38"W along the north line of said Parcel A, 275.00 feet to the northwest corner of said Parcel A; thence continuing N89°56'38"W, 312.63 to a point on the northwest line of said Lot 5; thence N62°18'27"E along the northwest line of said Lot 5, 663.99 feet to the point of beginning.

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

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

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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.

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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 December 22, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

[EXHIBIT A

[INSERT IMPROVEMENT DISTRICT DESCRIPTION]]

[EXHIBIT []

[INSERT BENEFIT FEE AREA DESCRIPTION]

(Published in the *Wichita Eagle*, on December 24, 2015)

RESOLUTION NO. 15-391

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 – GREAT PLAINS BUSINESS PARK 2ND ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF OLIVER) (448-90698).

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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.

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

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

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GREAT PLAINS BUSINESS PARK 2ND ADDITION

Part of Lot 5, Block 1

PARCEL 5C

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(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.

(g) The undersigned acknowledge that property **Parcel 5C** is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within the proposed Improvement District. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$2,362 assessed equally among all property within the proposed Improvement District.**

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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 December 22, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

[EXHIBIT A

[INSERT IMPROVEMENT DISTRICT DESCRIPTION]]

[EXHIBIT []

[INSERT BENEFIT FEE AREA DESCRIPTION]

City of Wichita
City Council Meeting
December 22, 2015

TO: Mayor and City Council

SUBJECT: Emergency Diagnosis for Water Main Treatment Plant Filter (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the contracts and authorize the necessary signatures.

Background: The ability of the filters at the main Water Treatment Plant (WTP) has been compromised. The filters have experienced shorter lengths of operation than normal. Under normal conditions they operate for 70 hours before being taken out of operation for cleaning. The operational period has reduced to 40 hours, requiring more frequent cleaning. This has resulted in the filters impeding the treatment plant's ability to produce water. Any further impediment may prevent the plant from meeting water demand.

Analysis: Staff has reviewed the situation and has not been able to determine the cause of the filter impairment. Specialized diagnostic equipment and expertise was needed to identify the source of failure. The City does not have these specialized resources. The City is currently in contract negotiations with Burns & McDonnell to perform an evaluation of these filters. Burns & McDonnell is the most knowledgeable about these filters, and is best equipped to perform the diagnosis on an emergency basis. Any further degradation of the filters may cause water production to fall short of existing demands.

Financial Considerations: Due to the urgent nature and unknown solutions, staff estimates the cost at approximately \$70,000. Funding is available in the Water Utility Fund.

Legal Considerations: City Ordinance 2.64.020(a). "Emergencies," expressly authorizes the City Manager to approve work to be performed for emergency repair of critical infrastructure facilities by an outside contractor without formal bidding. Repair of the WTP Filter is an example expressly described in the ordinance of emergency approval. The Assistant City Manager approved proceeding with the project on October 29, 2015, on behalf of the City Manager. The contract has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council ratify the Assistant City Manager's emergency approval of the work and authorize the necessary signatures.

Attachments: Memo to the City Manager and contract with Burns and McDonnell Engineering Company.



Assign to Jeff

12-7-15
OR

INTEROFFICE MEMORANDUM

TO: Robert Layton, City Manager

THROUGH: Alan King, Public Works & Utilities Director
Don Henry, Assistant Director of Public Works & Utilities

FROM: Penny Feist, Senior Management Analyst

SUBJECT: Emergency Diagnosis for Main Water Treatment Plant Filter

DATE: October 29, 2015

RECEIVED DEC - 7 2015

The ability of the filters at the main water treatment plant to separate particulate from the water has been compromised. Staff has reviewed the situation and has not been able to determine the cause of the failure. This has resulted in the filters physically impeding water flow, which impacts the treatment plant's ability to produce water. Any further impediment may prevent the plant from meeting water demand.

Specialized diagnostic equipment and expertise will be needed to identify the source of the failure. The City does not have this equipment and has not been able to identify the source. The City is currently in contract negotiations with Burns & McDonnell to perform routine evaluation of these filters. Burns & McDonnell are the most knowledgeable about these filters, and are best equipped to perform the diagnosis on an emergency basis. It is estimated that to perform the diagnosis and identify solutions will cost approximately \$100,000.

I request that you declare this is a Public Exigency, which is defined under City Code, Section 2.64.020(a), as an instance when public exigency will not permit the delay incident to advertising, as determined and approved by the City Manager. An approval line has been provided if you concur with this request. A subsequent agenda item will be prepared to obtain City Council acknowledgement of this declaration action.

Robert Layton, City Manager

-lml

12-8-15

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

for

FILTER EVALUATION FOR THE WICHITA MAIN WTP

THIS AGREEMENT, made this _____ day of _____, 2015, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BURNS & MCDONNELL ENGINEERING COMPANY, INC., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to evaluate the filters for the Wichita Main WTP.

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required to perform PROJECT tasks outlined in the SCOPE OF SERVICES (Exhibit "A")

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all writings, calculations, sketches, drawings and models such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY, or its authorized representative.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "C" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit "A"; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans, writings, models, and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, writings, models, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00. In addition, a Worker's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which,

for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

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

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials marked or otherwise identified by CITY and so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the Engineer for the performance of the professional services required shall be time related charges for labor, per attached rate table shown in Exhibit "B" and direct expenses, but the total of all payments shall not exceed \$70,000.00 and may be less than the estimated amount.
- B. During the progress of work covered by this agreement, partial payments may be made to the ENGINEER monthly. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project Gantt chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work.
- C. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional services not covered by the scope of this agreement.
 - 3. Administration related to this PROJECT
 - 4. A major change in the scope of services for the PROJECT.
- D. If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions; in writing, giving the reasons therefor.

- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval, or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

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

BY ACTION OF THE CITY COUNCIL

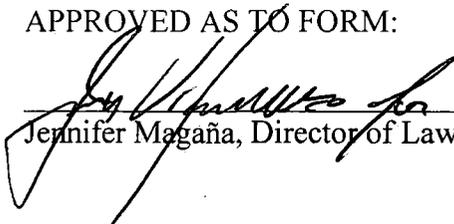
Jeff Longwell, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



Jennifer Magaña, Director of Law & City Attorney

BURNS & MCDONNELL ENGINEERING COMPANY, INC.



Ron Coker, Senior Vice President

ATTEST:



Mari L. Conley
Asst. Secretary



**Exhibit A
Scope of Services**

**Filter Evaluation for the Wichita Main WTP
City of Wichita, Kansas**

A. INTRODUCTION

This Scope of Work describes the tasks and work items associated with the filter evaluation at the Wichita Main WTP. The Main WTP contains a total of 14 dual media filters. Each filter has a dual-bay configuration and is equipped with air scour.

B. SCOPE OF WORK

Task 1 – Kickoff Meeting

- 1) Hold kickoff meeting at the Main WTP to consult with City Staff to determine requirements for the Project and available historical data including filter run times, turbidity measurements, headloss measurements, and backwash procedures.

Task 2 – Filter Performance Evaluation

- 1) Review and analyze historical data provided by the City.
- 2) Identify filters with poor historical performance or abnormal trends compared to water industry standards. Include findings in Filter Evaluation Report.

Task 3 – Filter Media and Backwash Evaluation

- 1) Perform physical inspection of filters, including:
 - a) Coring of up to six (6) filters to determine media bed depth and layer stratification.
 - b) Evaluate media loss.
 - c) Develop solids retention profile before and after backwash for up to four (4) filters. Filters will be selected based on Task 2 review and input from WTP staff.
 - d) Measure media bed expansion in up to four (4) filters. Filters will be selected based on Task 2 review and input from WTP staff.
- 2) Provide, through a third-party lab, size and gradation analysis of two samples (one sand, one anthracite) from each of up to six (6) filters.
- 3) Conduct measurements to determine water rise rate in up to four (4) filters during backwash and provide City with data to calibrate backwash flow meter. Filters will be selected based on Task 2 review and input from WTP staff.
- 4) Evaluate effectiveness of backwash through analysis of flowrate and solids retention profiles.

Task 4 – Filter Component Evaluation

- 1) Observe filter components concurrently with performance of Task 3.
- 2) Provide visual observation of structural elements including concrete walls, washwater troughs, central gutters, handrails, ladders, piping, and valves.
- 3) Provide written and photographic documentation of evaluation for the Filter Evaluation Report.

Task 5 – Finished Water Stability

- 1) Collect water quality data for pH, alkalinity, chloride, calcium, and other compounds that impact corrosion and distribution system pipe scale.
- 2) Work with City and WTP staff to establish water quality goals using industry-accepted corrosion control and stability indices to evaluate operational and chemical feed requirements to maintain finished water stability.

Task 6 – Report and Recommendations

- 1) Conduct one-day workshop at the Main WTP to review data and results from filter evaluation.
- 2) Provide Draft Filter Evaluation Report for the City's review. Report will include results and findings from Tasks 2, 3, and 4, and will provide recommendations for improvements.
- 3) Upon receipt and inclusion of City comments, provide three hard copies and one electronic copy of the Final Filter Evaluation Report.

C. ASSUMPTIONS

City will provide the following:

- 1) Water quality and plant performance data that is readily available for the Main Water Treatment Plant.
- 2) Drawings for filtration system and associated systems at the Main Water Treatment Plant.
- 3) Equipment manuals for filtration system equipment.
- 4) Any existing written procedures for filter operation and backwash.
- 5) Operation of filter controls and backwash system during filter tests and inspections.
- 6) Laboratory space and equipment for media retention profile tests. Equipment required will include turbidity meter, turbidity sample vials, and miscellaneous glassware.

D. SCHEDULE

The Draft Filter Evaluation Report will be issued to the City within 90 days of an executed agreement and notice to proceed.

E. FEE

This evaluation will be a schedule of rates with a maximum not-to-exceed amount of \$70,000 for the Scope of Work described herein.

Schedule of Hourly Professional Service Billing Rates

Exhibit B

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office*	5	\$62.00
Technician*	6	\$74.00
Assistant*	7	\$85.00
	8	\$117.00
	9	\$135.00
Staff*	10	\$149.00
	11	\$165.00
Senior	12	\$181.00
	13	\$199.00
Associate	14	\$210.00
	15	\$222.00
	16	\$227.00
	17	\$233.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at Level 17 rate plus 25 percent.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
5. A technology charge of \$9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD), long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
6. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. ~~A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.~~
7. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.
8. The rates shown above are effective for services through December 31, 2015, and are subject to revision thereafter.

EXHIBIT "C"

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

CITY OF WICHITA, KANSAS
WATER SUPPLY and TREATMENT
Filter Evaluation For The Wichita Main Wtp

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, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination - Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination - Equal Employment Opportunity in all employment relations, including but not limited to 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.

City of Wichita
City Council Meeting
December 22, 2015

TO: Mayor and City Council

SUBJECT: Hold Harmless Agreement, Rottinghaus Company, Inc. (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Hold Harmless Agreement.

Background: Rottinghaus Company, Inc. was provided a permit to replace a sign on Lot 3, Block 1, in the Stoneridge Commercial Addition, which is within the City's utility easement.

Analysis: The proposed agreement allows Rottinghaus Company, Inc., to place a sign, over and across a utility easement. The agreement further provides that Rottinghaus Company, Inc., waives 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 Hold Harmless Agreement as to form.

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

Attachment: Hold Harmless Agreement.

HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015, BY AND BETWEEN THE CITY OF WICHITA, KANSAS, hereinafter called "CITY" AND Rottinghaus Co., Inc., hereinafter called "OWNER"

WITNESSETH:

WHEREAS, the public has been granted Easements, herein after described as a 20 foot (20') Drainage and Utility Easement and a 15 foot (15') Drainage and Utility Easement, encompassing the west 35 feet (35') of the south 110' of Lot 3, Block 1, in Stonebridge Commercial Addition, Wichita, Sedgwick County, Kansas.

WHEREAS, the Owner desires to occupy and construct improvements over the previously described section of said Easements, to wit, hereinafter referred to as **Tract "A"** (see attached Exhibits 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 improvements, over and across the aforesaid Easements.
- (2) The Owner agrees that it will not begin construction of the improvement on, over and across the said Easements 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 Easements, 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 remove that portion of the structure within the Easements.

In any other event that any public utility within the easements 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 (a) allow the City to remove or damage any structure on the Easements; (b) remove the said encroachment and clear the Easement;s 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 Easements, with the Owner being responsible to pay the costs to remove that portion of the structure within the Easements. 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 Easements. 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 Easements.
- (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.

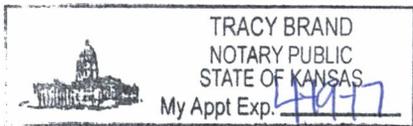
Dennis M. Rottinghaus
Owner

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this 3rd day of December, 2015, before me, a Notary Public, in and fore said county and state, came Dennis M. Rottinghaus, President/CEO, 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.

Tracy Brand
Notary Public
My Commission Expires: 4-19-17



CITY OF WICHITA, KANSAS

By _____
Jeff Longwell, Mayor
City

ATTEST:

City Clerk

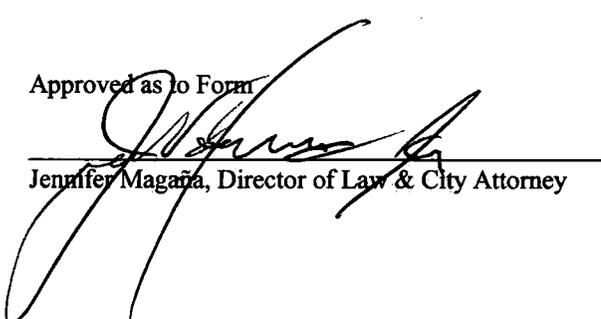
STATE OF KANSAS, SEDGWICK COUNTY, ss:

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.

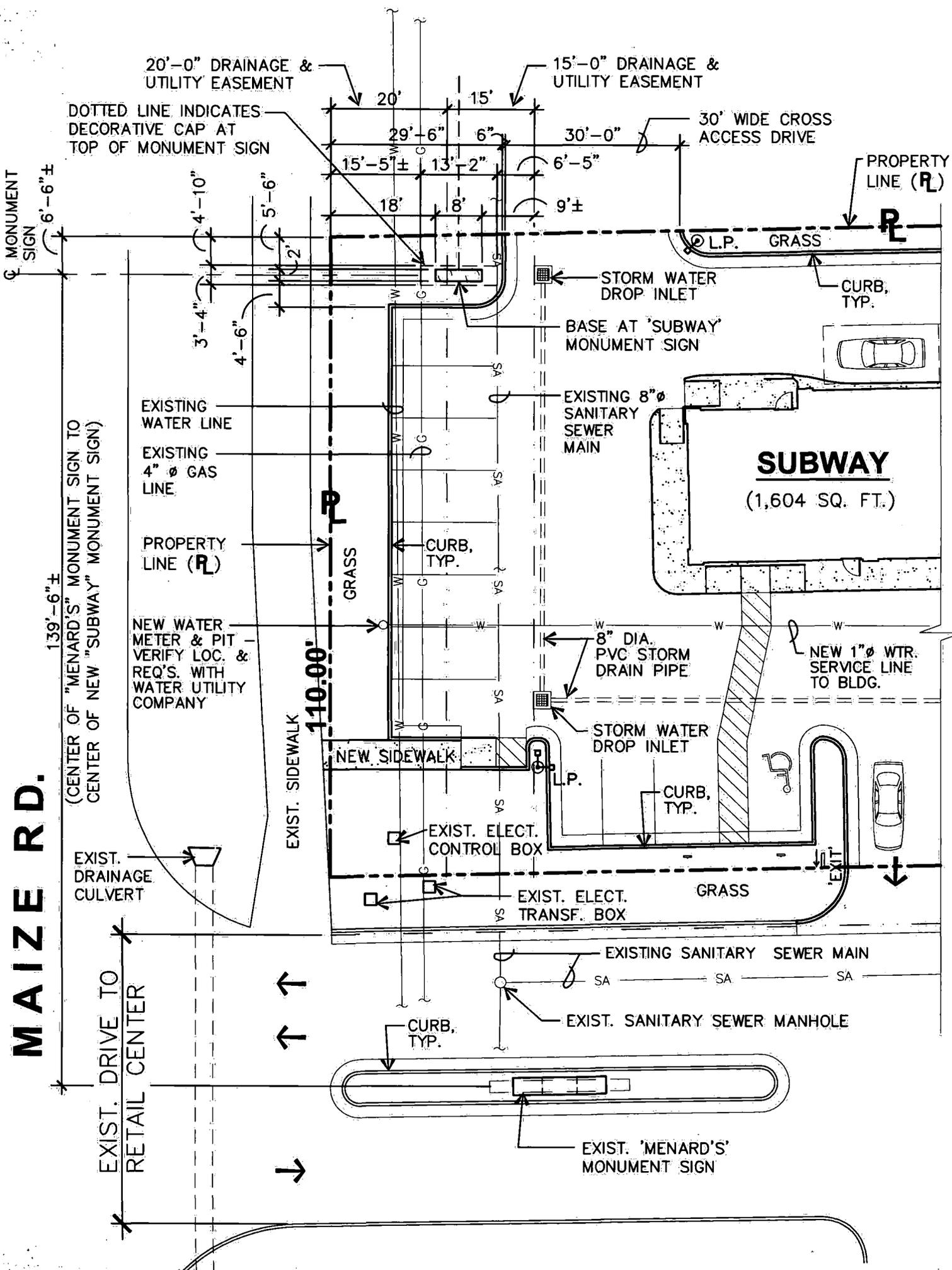
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

Notary Public
My Commission Expires: _____

Approved as to Form



Jennifer Magaña, Director of Law & City Attorney

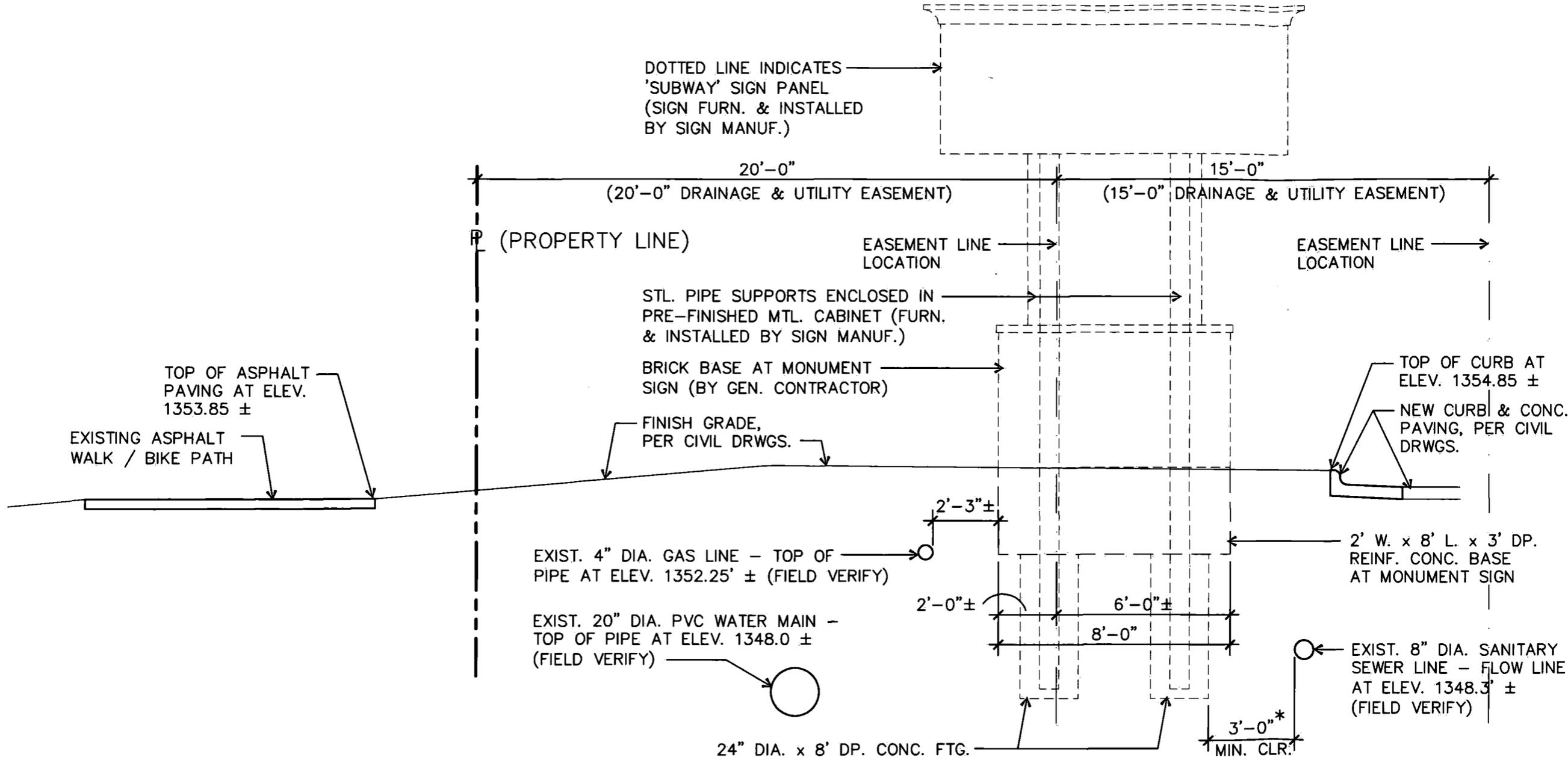


MAIZE RD.

A PARTIAL SITE PLAN
 1" = 20'-0"
 EASEMENT AREA NORTH

SUBWAY SANDWICH SHOP
3704 N. Maize Rd.
Wichita, Ks.

DATE: 11-10-15



* NOTE: 3'-0" MIN. CLEAR DISTANCE MUST BE PROVIDED BETWEEN SEWER LINE AND EDGE OF CONC. FOOTING FOR SIGN OR EXIST. SEWER LINE SHALL BE ENCASED IN CONC. FOR 10' ON EITHER SIDE OF SIGN FOOTING

SUBWAY SANDWICH SHOP
3704 N. Maize Rd.
Wichita, Ks.

DATE: 11-10-15

95 **(B)** **PARTIAL PROFILE**
 1/4" = 1'-0" AT MONUMENT SIGN

City of Wichita
City Council Meeting
December 22, 2015

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Construction Easement at 1818 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. To facilitate the project, a 953 square foot temporary construction easement is required from 1818 E. Pawnee. The use of the temporary easement is to reconstruct the driveway approach so the driveway will be at the proper grade with the new road. The property is improved with a fast food restaurant.

Analysis: The land portion of the temporary construction easement was valued at \$910. There is an onsite sign located within the proposed temporary easement which needs to be relocated. An estimate to relocate the sign is valued at \$3,500. The subject driveway is the only legal access to the property. To eliminate the loss of the driveway during construction, a cross lot access agreement is needed with the adjacent property owner. There is a concrete curb separating the two properties. The concrete curb will be removed by the property owner and modified to allow vehicular traffic. The owner has agreed to accept \$3,500 for the removal of the concrete curb together with the cost to secure a cross lot easement. In total, the owner agreed to convey the necessary easement for \$7,900. As this is the last parcel required for the project, the additional \$4,400 is reasonable and prudent.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of \$8,400 is requested. This includes \$900 for the acquisition, \$7,000 for the mitigation items and \$500 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 accept the temporary construction easement, approve the budget and 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 7TH day of DECEMBER, 2015, by and Between

Spangles, Inc.,
437 N. Hillside
Wichita, KS 67214-4917

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 Seven Thousand Nine Hundred and No/100 (\$7,900.00) 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 (includes temporary relocation of signage) 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.

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

Spangles, Inc.

By:  , CFO

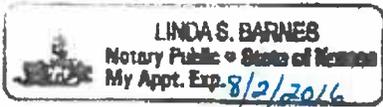
By: DAVID J. DOOMAN, CFO

STATE OF Kansas, Sedgwick COUNTY, SS.

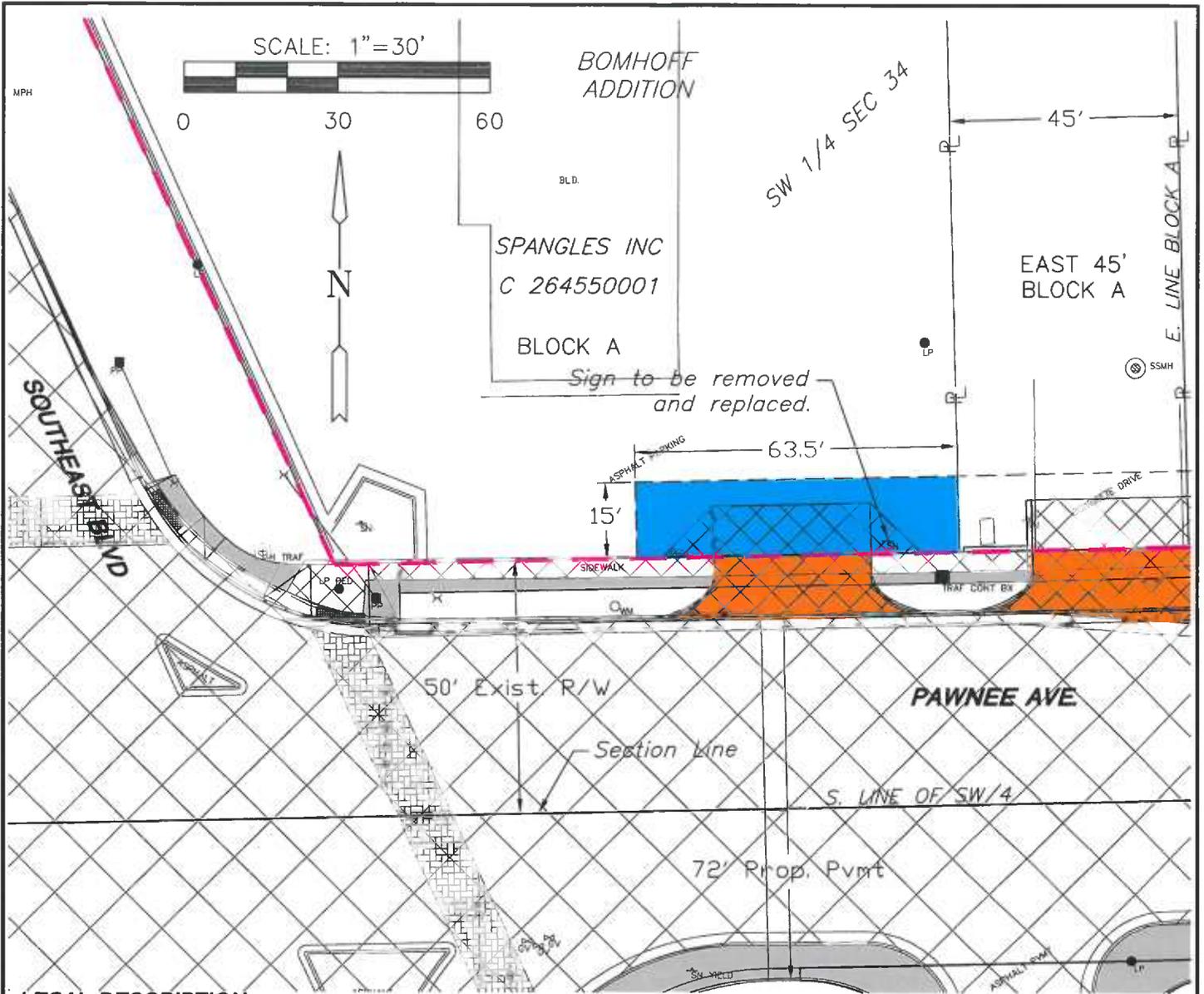
On this 7th day of DECEMBER A.D. 2015, before me, a notary public in and for said county and state, personally appeared

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


NOTARY PUBLIC



My commission expires 8/2/2016



LEGAL DESCRIPTION:

A parcel of land lying in Block A, Bomhoff Addition to Wichita, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

The south 15 feet of the east 108.5 feet of Block A, Bomhoff Addition to Wichita, Kansas, Sedgwick County, Kansas, Except the east 45 feet thereof.

Said parcel contains 953 sq. ft.

OWNER:

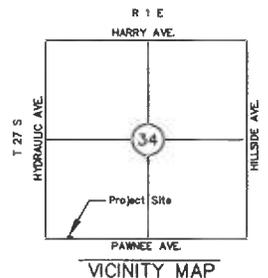
SPANGLES INC
437 N HILLSIDE
WICHITA KS 67214-4917

PROPERTY IDENTIFICATION:

C 264550001

LEGEND:

-  Right of Way
-  Temporary Construction Easement = 953 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
0		

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www.mkec.com

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411 N. Webb Rd. Wichita, KS 67206
316.884.8600

PAWNEE AVE.-HYDRAULIC TO POPLAR TEMPORARY CONSTRUCTION EASEMENT TRACT MAP 6		
PROJECT NO. 0501010745	DATE: SEPTEMBER 2014	SHEET NO.
DRAWN BY: DSN	DESIGNED BY: JA	APPROVED BY: JCM
		1 OF 1

I:\MAP\2005\05745\DWG\C3D TRACT MAPS\05745 TRACT MAPS.DWG



Legend

- Parcels
- Airport Runway

1: 649



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.

Map Created On: 12/10/15 10:17 AM



City of Wichita
City Council Meeting
December 22, 2015

TO: Mayor and City Council

SUBJECT: Dedication of a Temporary Construction Easement at 1824 N. Oliver for the 17th Street and Oliver Intersection Project. (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Accept the dedication.

Background: On August 18, 2015, the City Council approved the 17th St. and Oliver Intersection Project. Turn lanes will be added, traffic signals will be upgraded, the storm water drainage system will be updated, and new sidewalks will be installed. The improvements to the 17th St. and Oliver Intersection Project will align with the improvements to Oliver and the 21st St. and Oliver Intersection Project. White Chapel Memorial Gardens is located at 1824 N. Oliver. The road improvements will not impact the cemetery; however, the entrance to the cemetery needs to be reconfigured to align with the traffic signal at 17th Street. A 9,598 square foot temporary construction easement is required to reconfigure the cemetery entrance.

Analysis: The owner of the cemetery has agreed to dedicate the easement to the City at no cost.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of \$50 is requested. The \$50 is for recording the temporary easement and the release of easement after the project has been completed.

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

Recommendation/Action: It is recommended that the City Council accept the dedicated temporary construction easement and authorize the budget request.

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

Donated Temporary Construction Easement

Oliver: 17th – 19th Reconstruction

Tract: 3, 1824 N. Oliver

THIS EASEMENT Made this day 7 of December 2015, between Stonemor Kansas LLC, a Kansas limited liability corporation, of the first part, and the City of Wichita, Kansas, a municipal corporation, of Sedgwick County, in the State of Kansas, of the second part,

WITNESSETH: That the said Grantor, in consideration of the sum of One Dollar and no/Dollars (\$1) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along, and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

Commencing from the Southwest corner of the Northwest Quarter of Section 12, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence East, along the South line of said Northwest Quarter, a distance of 40 feet to the point of beginning; thence continuing East, along said South line, a distance of 70 feet; thence North, parallel with the West line of said Quarter, a distance of 90 feet; thence Northwesterly for a distance of 66.99 feet to a point 80 feet normal distance East of said West line; thence West, perpendicular to said West line, a distance of 40 feet; thence South, parallel with said West line, a distance of 150 feet to the point of beginning, containing 0.220 acres (9,598.01 sq. ft.), more or less.

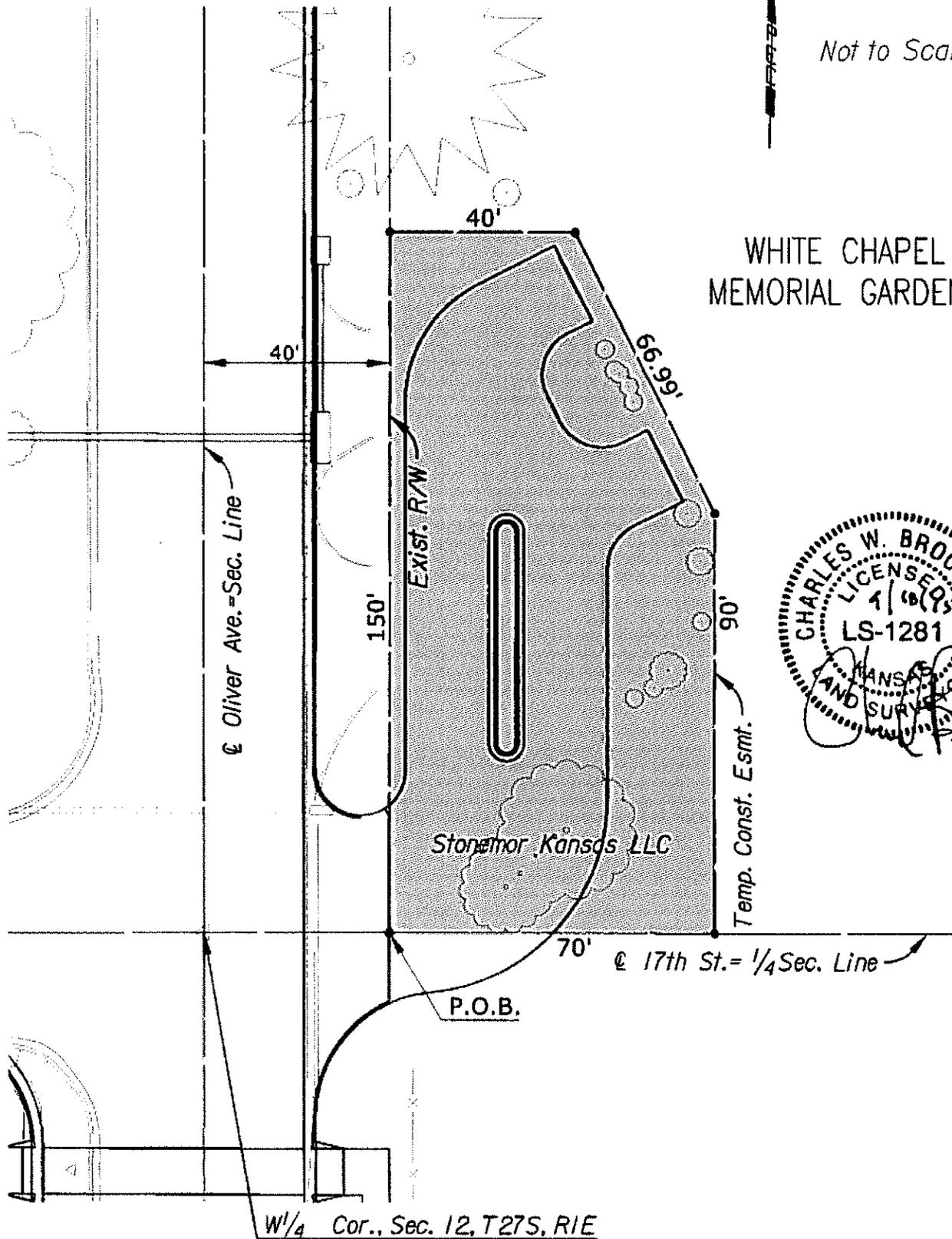
And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements, at the burden of the Grantee, beginning the date this easement is executed. An ingress/egress to the subject property shall be maintained by the Grantee during the duration of said easement.

Grantee, successors and assigns hereby agree to clean and restore City rights-of-way and damaged or disturbed adjacent property to the condition it was prior to construction. The Grantee will require complete and proper cleanup, restoration of construction work areas in the City's rights-of-way, public easements and damaged or disturbed property adjacent thereto, by the person or persons responsible for the construction/maintenance. Restoration shall commence as soon as practical after completion of the construction/maintenance work.

The Temporary Easement shall expire at the end of construction or above noted project or at 24 months from execution of this document, whichever comes first.

Tract No. C-31453
Temporary Construction Easement

Not to Scale

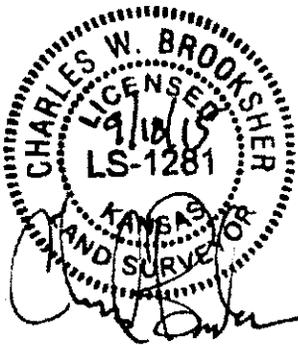


Contractor will remove trees and shrubs as needed for construction.

Aug. 24, 2015

**Tract No. C-31453
Stonemor Kansas LLC
TEMPORARY CONSTRUCTION EASEMENT:**

Commencing from the Southwest corner of the Northwest Quarter of Section 12, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence East, along the South line of said Northwest Quarter, a distance of 40 feet to the point of beginning; thence continuing East, along said South line, a distance of 70 feet; thence North, parallel with the West line of said Quarter, a distance of 90 feet; thence Northwesterly for a distance of 66.99 feet to a point 80 feet normal distance East of said West line; thence West, perpendicular to said West line, a distance of 40 feet; thence South, parallel with said West line, a distance of 150 feet to the point of beginning, containing 0.220 acres (9,598.01 sq. ft.), more or less.



White Chapel Memorial Gardens



Legend

Parcels

1:1,730



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Map Created On: 10/29/15 4:49 PM

City of Wichita
City Council Meeting
December 22, 2015

TO: Mayor and City Council

SUBJECT: HOME Program - Housing Development Loan Program Funding Agreement Amendment, Mennonite Housing Rehabilitation Services, Inc. (Districts I and VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the contract amendment providing for additional time to complete construction, and authorize the necessary signatures.

Background: On August 12, 2014, the City Council approved HOME Program Housing Development Loan Program (HDLP) funding with Mennonite Housing Rehabilitation Services, Inc. (MHRS) in the amount of \$141,650, in order to subsidize development and construction of three single-family homes located at 1954 N. Ash, 2833 N. Park Place, and 2837 N. Park Place. Under the terms of the funding agreement, the three homes are to be sold to income-eligible, owner-occupant homebuyers, who will receive down payment/closing costs assistance loans through the City's HOMEownership 80 Program. The City Council subsequently approved amendment of the funding agreement on March 24, 2015, in order to provide additional funding to cover the costs associated with constructing the Park Place homes to meet the current Energy Star standard. Constructing the two homes to the Energy Star standard became necessary in order to mitigate exterior noise levels to the extent that interior noise levels will not exceed 45 decibels. This is a condition of the environmental review. The funding agreement was amended in order to provide a total of \$155,838 in HOME funding. Funding is in the form of the zero-interest, forgivable development subsidy loans.

Analysis: Single-family homes constructed with HOME funding require an environmental review. The Park Place sites cleared environmental review, and were determined to not be located within the 100-year flood plain. However, following acquisition of the sites and during the initial stages of construction, Housing and Community Services staff became aware that the two Park Place sites are now located within the proposed 100-year flood plain, as reflected in the Federal Emergency Management Association's (FEMA's) recently published revisions to the flood plain maps for the City of Wichita. MHRS intends to pursue a Letter of Map Amendment (LOMA) for the two sites, which will result in the elimination of the mandatory requirement for flood insurance coverage. However, in order to do so, it will be necessary to make site improvements that will cause the entrance doors and other openings to the structures to be higher than the base flood plain elevation. MHRS has not requested additional funding for the additional site improvements, but it has become necessary to extend the term of the funding agreement, in order to allow additional time for completion of construction and sale of the homes. The current funding agreement expires December 31, 2015. Staff proposes extending the funding agreement through October 31, 2016, in order to make the additional site improvements and to complete construction, final site improvements, and sale of the homes.

Financial Considerations: No additional funding is being provided, under the proposed amendment to the funding agreement.

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

Recommendations/Actions: It is recommended that the City Council approve the contract amendment providing for additional time to complete construction, and authorize the necessary signatures.

Attachment: Amendment to funding agreement.

SECOND AMENDMENT TO FUNDING AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT

A
PARTICIPATING JURISDICTION
And

Mennonite Housing Rehabilitation Services, Inc.

HOME Investment Partnerships Program

2010 and 2012 Re-allocated Housing Development Loan Program Funding

City of Wichita
Housing and Community Services Department
332 N. Riverview
Wichita, KS 67203
Phone (316) 462-3700
Fax (316) 462-3719

This contract amendment is entered into December 22, 2015 and dated to be effective December 22, 2015, between the City of Wichita (hereinafter referred to as the CITY) and Mennonite Housing Rehabilitation Services, Inc., a Community Housing Development Organization/Non-profit Developer, hereinafter referred to individually as the Developer.

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated August 12, 2014, and effective the date executed by the Mayor of the City of Wichita, August 22, 2014, in the amount of \$141,650, and amended March 24, 2015, dated to be effective March 24, 2015, in the amount of \$155,838, in which the Developer agreed to undertake an affordable housing program involving the acquisition of property and construction of single-family homes.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to be effective August 22, 2014, and executed August 22, 2014, and amended March 24, 2015, and the intent of this amendment, entered into December 22, 2015, and dated to be effective December 22, 2015, hereby agree, covenant, and contract with each other that, effective December 22, 2015, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments, modifications, and changes indicated below:

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by **October 31, 2016**, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 20 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

City of Wichita
City Council Meeting
December 22, 2015

TO: Mayor and City Council
SUBJECT: Waiver of MABCD Special Assessment Fees (District I)
INITIATED BY: City Manager's Office
AGENDA: Consent

Recommendation: Approve waiver of the fees.

Background: On November 4, 2014, the City Council adopted Ordinance 49-885 allowing for the Metropolitan Area Building and Construction (MABCD) fees to be waived under certain qualifying circumstances. Habitat for Humanity has submitted the proper paperwork requesting that the MABCD special assessment fees be waived on the vacant lot located at 1157 N. Poplar. All presale conditions of the Ordinance have been met by Habitat for Humanity.

Analysis: Habitat for Humanity has secured the vacant lot located at 1157 N. Poplar. Habitat has applied to have \$1,059.98 in lot clean-up special assessment fees waived. There are no additional pending MABCD special assessment fees for this property.

Financial Considerations: The waiver will result in a loss of special assessment revenue in the amount of \$1,059.98. Redevelopment of the property by Habitat for Humanity will result in additional property taxes for the City of Wichita.

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

Recommendations/Actions: It is recommended that the City Council waive the \$1,059.98 in MABCD special assessment fees.

Attachments: Special assessment waiver packet.

MABCD SPECIAL ASSESSMENT WAIVER FORM

Name of Organization: Wichita Habitat for Humanity

Business address: PO Box 114, Wichita, KS 67201-0114

Business phone number: 316-269-0755

Executive Director: Ann M. Fox

Executive Director phone numbers: 316-269-0755 (Work) 316-640-5508 (Cell)

Executive Director e-mail: ann@wichitahabitat.org

Location of property being submitted for waiver of special assessments: 1157 N Poplar Ave

Lots 97-99 Poplar St. Fairmount Park Add. PIN: 00138713

Required Attachments

Proof of 501(C)(3) tax exempt designation (for at least five years)

List of current Board of Directors

Organizational By-Laws

Proof of property ownership

Plan for property

Signature

I hereby certify that the information above is true and accurate.

Signature: Laurie Walker Date of Application: 12/3/15

Staff Section

Amount of special assessments being waived: _____

Approved by City Council on: _____

Payment in the amount of _____ sent to Sedgwick County Treasurer on _____

Reimbursement from Sedgwick County Treasurer received on _____

Any new or rehabilitated home must be sold to an individual or individuals who will occupy the home as his/her/their primary residence. The new or rehabilitated home must be sold by the applicant to an individual(s) with a gross annual household income between 30 and 80% of the median income for Sedgwick County. Failure to comply will result in the applicant being denied future waivers.

Created 10-14-14



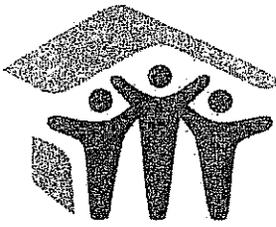
**Bringing people together to build
homes, communities and hope.**

PROPERTY PLAN

Address: 1157 N Poplar Ave. Wichita
Lots 97-99 Poplar St. Fairmount Park Add.
PIN 00138713

Wichita Habitat for Humanity will build a single-family residence on the above referenced property, with construction tentatively scheduled to begin in March 2016. The home will be sold to an individual or individuals who will occupy the home as his/her/their primary residence. The new home will be sold to an individual or individuals with a gross annual household income between 30-80% of the median income for Sedgwick County, Kansas

Sample floor plans with corresponding elevations accompany this Property Plan.



Wichita
Habitat
 for Humanity®

Jefferson Floor Plan

1,151 Sq. Ft.
 3 Bedrooms/1 Bath
 Single Car Garage

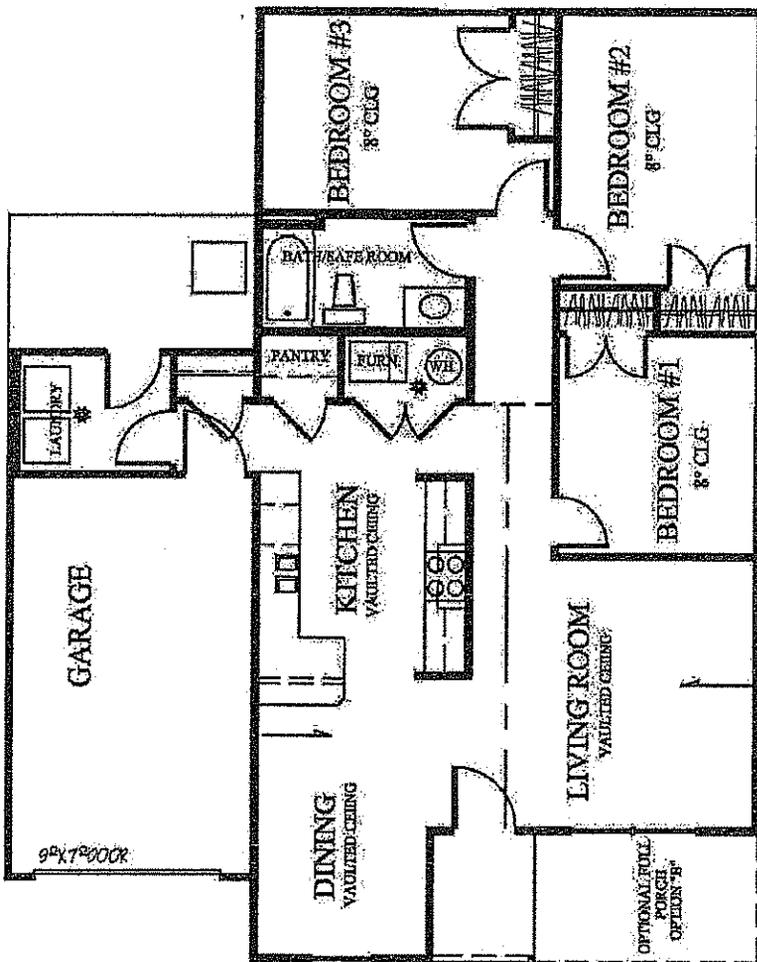
OPTION A



OPTION B



OPTION C



Wichita Habitat for Humanity 130 E. Murdock, Suite 102 Wichita, KS 67214
 www.wichitahabitat.org 316.269.0755



Wichita
**Habitat
for Humanity®**

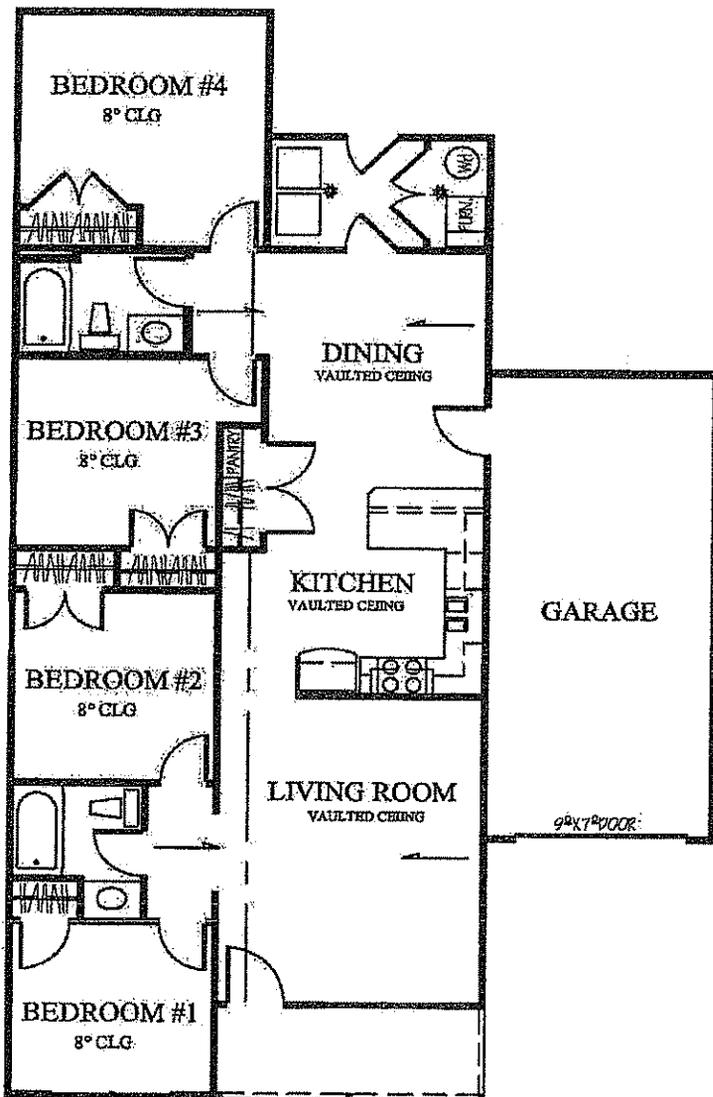
Madison Floor Plan

1,385 Sq. Ft.
4 Bedrooms/2 Baths
Single Car Garage

Option A



Option B



Wichita Habitat for Humanity 130 E. Murdock, Suite 102 Wichita, KS 67214
www.wichitahabitat.org 316.269.0755

REAL ESTATE DONATION CONTRACT

This Real Estate Donation Contract ("Contract") is entered into by and between the Donor and Recipient, to be effective as of the date the Contract is fully executed by both parties and Recipient has received from Donor an original or fax of the fully signed Contract ("Effective Date").

LAURIE J. YOUNG, a single person
hereinafter referred to as "Donor"

and

WICHITA HABITAT FOR HUMANITY, INC.
hereinafter referred to as "Recipient"

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. Property. The Donor does hereby agree to donate and convey to the Recipient by a good and sufficient Warranty Deed the real property legally described as:

Vacant Lots 97-99 Poplar St. Fairmount Park Addition, Wichita, Sedgwick County, Kansas,
with an address of 1157 N Poplar (PIN 138713)

according to the duly recorded plat thereof, hereinafter referred to as (the "Property").

2. Consideration. The Recipient hereby agrees to receive this donated property, and to pay to the Donor, as consideration for the conveyance to Recipient of the above described real property, the sum of (\$00) Zero dollars.

3. Receipt for Donation. Recipient intends to use the Property for its charitable purpose to build affordable homes and will issue Donor an appropriate donation receipt. Donor will be solely responsible for establishing the value of its gift.

4. Contingencies. Recipient's obligation to close on the Property will be contingent on the following conditions being met:

- a) Utility service connections are available in close proximity to the property (gas, water, sewer, electricity);
- b) The Property is free from encroachment and free of soil and groundwater contamination that would interfere with Recipient's intended use of the property for construction of a residence;
- c) The Property receives environmental clearance as determined by the City of Wichita;

d) Recipient receives a commitment to insure marketable title to the Property free and clear of encumbrances, except for easements and restrictions of record that would not interfere with Recipient's intended use thereof for residential construction.

5. Title. Donor represents and warrants that there are no unpaid (whether recorded or not) liens or conditional sales contracts affecting any portion of the Property. To Donor's actual knowledge there are no liens on the title to the Property. The Recipient will acquire title insurance on the property prior to closing at the Recipient's cost. Recipient requests that the title company leave the title binder open.
6. Taxes. Recipient will be responsible for property taxes.
7. Closing and Possession. Closing will be on or before October 30, 2015 (the "Closing Date"). Possession will be granted at closing. At closing, Donor will deliver to Recipient a properly executed and acknowledged warranty deed conveying the Property to Recipient.
8. Closing Costs. Recipient will pay 100% of the Closing Costs. The cost of recording any documents necessary to clear Donor's title to the Property will be paid by Donor. The cost of recording the warranty deed, and the cost of surveying the Property if a survey is desired by Recipient will be paid by Recipient.
9. Notices. All notices will be served either personally, by recognized public or private express mail service, or by depositing the same in a United States Post Office, certified or registered mail, return receipt requested, postage prepaid, and properly addressed as follows:

If to Donor: Laurie J. Young
294 St Michael's Circle
Bladensburg, MD 20713

If to Recipient: Attn: Laurie Walker
Wichita Habitat for Humanity, Inc.
130 E. Murdock, Suite 102
PO Box 114
Wichita, KS 67201

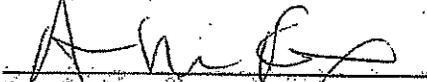
Said notice will be deemed to have been given when personally delivered, one day after depositing the notice with a next day delivery service, or two days after depositing the notice in the United States mail, properly addressed.

11. Successors and Assigns. This Agreement will be binding upon the heirs, devisees, legatees, executors, administrators, trustees, successors, and assigns of the parties hereto.

12. This Contract constitutes the entire agreement between the parties and supersedes any previously executed contracts, representations, verbal or written, to buy and/or sell the property.
13. This Contract and its validity, construction and performance will be governed by the Laws of Kansas.
14. No Real Estate Broker. Donor represents and warrants to Recipient that no real estate broker or agent has been engaged by Donor to sell the property. Donor will indemnify Recipient from any losses, cost or expense incurred by Recipient in connection with any party claiming the right to be paid a commission or sales fee in connection with Recipient's purchase of the property based upon any contract or understanding of Donor with such person.

IN WITNESS WHEREOF, this Contract has been executed as of the date first above written.

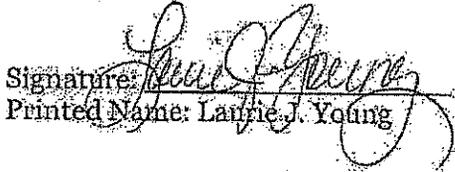
"RECIPIENT"


 Ann M. Fox, Executive Director
 Wichita Habitat for Humanity, Inc.

58-1735540
 Employer ID #

7/8
 Date

"DONOR"

Signature: 
 Printed Name: Laurie J. Young

6554
 Last 4 digits of SS #

9/8/2015
 Date

CITY OF WICHITA
City Council Meeting
December 22, 2015

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

Recommendation: Receive and file the report.

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

Analysis: The Kansas Statutes require that weapons seized in connection with criminal activity shall be forfeited to the seizing law enforcement agency and disposed of by sale, trade or use within the agency. Only firearms used in the commission of a homicide or those that cannot be sold or further used because of the condition of the weapon may be destroyed. The Wichita Police Department has several forfeited firearms in its possession that are eligible to be sold. The City Code requires that all transactions involving weapon disposal must have prior approval of the City Manager and are subject to the City Council's review. A list of weapons being sold has been provided (attached hereto as Exhibit A) and includes 40 long guns and 142 handguns. As required by state law, the sale of these guns must be to a federally licensed firearms dealer and will be witnessed and monitored by staff.

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

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

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

Attachment: List of weapons to be sold.



CITY OF
WICHITA

Police Department

JULY/OCTOBER 2015 AUCTION

HAND GUNS

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

www.wichitapolice.com



July 15 H6 Persas

Manifest # (see manifest cover sheet): _____

Manifest Page #: _____

Pickup Date: _____

Received From (please print legibly): _____

Driver Signature: _____

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1	FEG	PMK380	N14505	PI	.380 CAL	01C2294	
2	RG	RG31	Q110941	PR	.32 S&W LONG	01C129288	
3	LORCIN	L22	093372	PI	.22 CAL	02C16221	
4	DAEWOO	DP51	BA100392	PI	9MM	11C22189	
5	SMITH & WESSON	637-2 AIRWEIGHT	DGE0725	PR	.38 CAL +P	11C22304	
6	TAURUS	PT99AFS	TRC88544	PI	9MM	01C109277	
7	ROSSI	461	XA174711	PR	.357 MAG	11C22696	
8	CLERKE	CLERKE 1ST	200782	PR	.22 LR	11C22730	
9	SEDCO	SP-22	003351	PI	.22 LR	11C23376	
10	ARMINIUS	HWS	250787	PR	.22 LR	11C23757	
11	TAURUS	PT247 PRO DS	TDP04498	PI	9MM	11C25091	

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
12		GLOCK	21	BZL806US	PI	.45 ACP	11C25317
13		SMITH & WESSON	SW9F	PAH5160	PI	9MM	11C25367
14		JIMENEZ	J. A. 380	105594	PI	.380 CAL	11C25640
15		JIMENEZ	J. A. 380	093218	PI	.380 CAL	11C25640
16		SMITH & WESSON	59	A346061	PI	9MM	11C26713
17		RUGER	UNKNOWN	13-76209	PI	.22 LR	11C27175
18		RAVEN	MP-25	1691219	PI	.25 CAL	11C27428
19		HI POINT	JCP	X777029	PI	.40 CAL	11C27598
20		JENNINGS	BRYCO 59	718867	PI	9MM	11C27598
21		HOPKINS & ALLEN	XL DOUBLE ACTION	6142	PR	.32 CAL	11C27330
22		HI POINT	C9	P1498110	PI	9MM	11C27840
23		ARMINIUS	HW357	1020936	PR	.357 MAG	11C28406
24		COBRA	CB38	CT053398	PD	.38 CAL	11C29088

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
25		SMITH & WESSON	686	AV72724	PR	.357 MAG	11C29088
26		HERITAGE	ROUGH RIDER	B48186	PR	.22 LR	11C29088
27		TAURUS	PT92AF	TVH46606	PI	9MM	11C29088
28		JENNINGS	J-22	581502	PI	.22 LR	11C29088
29		RUGER	SR9	33011207	PI	9MM	11C29267
30		STERLING ARMS	400 MARK 2	G57845	PI	.380 CAL	11C29621
31		HI POINT	JCP	X7129677	PI	.40 CAL	11C31782
32		COLT	UNKNOWN	72382	PI	.25 CAL	11C31985
33		TAURUS	PT140MILLENNIUM	SCR62656	PI	.40 CAL	11C32464
34		HI POINT	CF380	P8008484	PI	.380 CAL	11C32741
35		GLOCK	22	MMCO60	PI	.40 CAL	11C33239
36		NEW ENGLAND FIREARMS	R22	NFO00835	PR	.22 CAL	11C33575
37		COBRA	FS380	FS022760	PI	.380 CAL	11C34292

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
38		SMITH & WESSON	36	J1911	PR	.38 CAL	11C34292
39		SMITH & WESSON	SW40VE	DWA0781	PI	.40 CAL	11C34460
40		SMITH & WESSON	10-8	5D94775	PR	.38 CAL	11C35007
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July 15 116 Property

Manifest # (see manifest cover sheet):

Manifest Page #:

Pickup Date:

Received From (please print legibly):

Driver Signature:

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		RUGER	P85	301-45599	PI	9MM	02C95028
2		RG	RG14	306202	PR	.22 LR	11C24650
3		TANFOGLIO	GT 27	MT72867	PI	.25 CAL	11C28415
4		HI POINT	JCP	X785588	PI	.40 CAL	11C32644
5		STALLARD ARMS	JS-9	055680	PI	9MM	11C33279
6		HERBERT SCHMIDT		22202	PR	.22 CAL	11C34203

July 15 HG SIB

Manifest # (see manifest cover sheet): _____

Manifest Page #: _____

Pickup Date: _____

Received From (please print legibly): _____

Driver Signature: _____

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		KEL TEC	P-32	CAT16	PI	.32 CAL	11C26111
2		pulled off of list					
3		RUGER	SECURITY SIX	15520818	PR	.357 MAG	11C34606
4		H & R	733	AP134022	PR	.32 CAL	11C35339
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October 6-11-19 Persons

Manifest # (see manifest cover sheet): _____

Manifest Page #: _____

Pickup Date: _____

Received From (please print legibly): _____

Driver Signature: _____

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		RUGER	NEW MODEL BLACKHAWK	32-19084	PR	.357 MAGNUM	97C127898
2		BRYCO	JENNINGS NINE	1514512	PI	9MM	03C30794 (2)
3		HI-STANDARD	G380	1689	PI	.380 CAL	03C98548
4		ROHM	66	1B31765	PR	.22 CAL	11C29687
5		HI-POINT	C9	P1400122	PI	9MM	11C31683
6		SMITH & WESSON	SW9VE	PDJ3688	PI	9MM	11C35465 (2)
7		HI-POINT	CF380	P8009876	PI	.380 CAL	11C37152
8		JENNINGS	BRYCO 38	392267	PI	.380 CAL	11C37449
9		HI-POINT	JHP	X457920	PI	.45 ACP	11C37761
10		JIMENEZ	JA22	1128578	PI	.22 CAL	11C37782
11		CLERKE	CLERKE FIRST	859459	PR	.32 S&W	11C38162

WV 101-1111

12	ROSSI	713	F041226	PR	.357 MAGNUM	00C111938
13	LORCIN	L25	103011	PI	.25 AUTO	11C38164
14	BERETTA	U22 NEOS	P30321	PI	.22 CAL	11C39131
15	CLERKE	CLERKE FIRST	921004	PR	.32 S&W	11C39621
16	JENNINGS	J-22	601771	PI	.22 CAL	11C39835
17	RAVEN	MP-25	1823840	PI	.25 AUTO	11C40373
18	SPRINGFIELD ARMORY	XD-45 TACTICAL	US654490	PI	.45 ACP	11C40864 (3)
19	TAURUS	PT145 MILLENNIUM PRO	NBW00469	PI	.45 ACP	11C40864 (2)
20	STAR	FIRESTAR	1959455	PI	.40 S&W	11C40864
21	FIE	SUPER TITAN	MB02146	PI	.380 CAL	11C40895
22	GLOCK	19	PHR174	PI	9MM	11C41481
23	BROWNING	BUCK MARK	515MZ01079	PI	.22 CAL	11C42036
24	RADOM	VIS35	C4587	PI	9MM	11C41503

W/STUBER 12 11/19 11/11/2011

25		SPRINGFIELD ARMORY	M1911-A1	WW55043	PI	.45 ACP	11C43177
26		COLT	1903 (POSSIBLY)	25973	PI	.32 CAL	11C44218
27		DAN WESSON	UNKNOWN	174748	PR	.357 MAGNUM	11C44688
28		LORCIN	L380	085072	PI	.380 CAL	11C44752
29		SMITH & WESSON	64-1	1D956	PR	.38 SPECIAL	11C44892
30		TAURUS	PT140 MILLENNIUM PRO	SAU90145	PI	.40 S&W	11C45003
31	RTO'd to Redd (owner)	TAURUS	PT140 MILLENNIUM PRO	SBU29653	PI	.40 S&W	11C45187
32		DAVIS INDUSTRIES	P-380	AP413286	PI	.380 CAL	11C45351
33		RUGER	SPEED-SIX	156-91907	PR	.357 MAGNUM	11C45688
34		SPRINGFIELD ARMORY	XD-45	XD633308	PI	.45 ACP	11C47861
35		RUGER	SECURITY-SIX	154-27794	PR	.357 MAGNUM	11C45673
36		HK	USP COMPACT	29-032407	PI	.45 ACP	11C49132
37		HI-POINT	JCP	X7141504	PI	.40 S&W	11C49139

WEL... 11/21/2012

38		HARRINGTON & RICHARDSON	930	AR58617	PR	.22 CAL	11C49139
39		RAVEN	MP-25	1567476	PI	.25 AUTO	11C49704
40		SMITH & WESSON	SW40VE	RAV4582	PI	.40 S&W	11C50548 (2)
41		HI-POINT	CF380	P863703	PI	.380 CAL	11C50682
42		SMITH & WESSON	15-2	K732646	PR	.38 SPECIAL	11C50682
43		RUGER	SECURITY-SIX	157-69709	PR	.357 MAGNUM	11C51570
44		IVER JOHNSON	TP22	AET6581	PI	.22 CAL	11C51825
45		SMITH & WESSON	SW40VE	DUH4915	PI	.40 S&W	14C19410
46		SMITH & WESSON	AIRWEIGHT	66490	PI	.38 SPECIAL	15C32266
47		PHOENIX ARMS	HP22	4172049	PI	.22 CAL	04C7830
48		RUGER	P85	300-34870	PI	9MM	04C3744
49		ROHM	UNKNOWN	62494	PR	.22 CAL	04C28153
50		TAURUS	38 SPECIAL	LF62955	PR	.38 SPECIAL	04C43167
51		DAVIS INDUSTRIES	P-32	P1333804	PI	.32 CAL	04C51648

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52	VZOR	70	133295	PI	.32 CAL	04C80620
53	RAVEN	P-25	372204	PI	.25 CAL	04C86168
54	ISRAEL MILITARY INDUSTRIE	DESERT EAGLE	22908	PI	.357 CAL	04C88379
55	TAURUS	PT24/7 PRO	NAT61828	PI	.45 CAL	11C53201
56	JIMENEZ	J.A.380	024456	PI	.380 AUTO	11C54500
57	SMITH & WESSON	SW40VE	DTT3396	PI	.40 CAL	11C54722
58	JIMINEZ ARMS	JA NINE	115225	PI	9 MM	11C55483
59	BERETTA	948	035616N	PI	.22 L.R.	11C56510
60	GRENDDEL	P10	L0178	PI	.380	11C57084
61	RUGER	MARK II	21683194	PI	.22 L.R.	11C58456
62	NORINCO	213	419765	PI	9MM	11C58456
63	RG	RG23	T637317	PR	.22 L.R.	11C58456
64	SMITH & WESSON	153	5K97767	PR	.38 S&W SPECIAL	11C60773

CVI 11/1/2011

65	RUGER	P89	30978806	PI	9MM	11C60992
66	ROHM	GMBH	IC253505	PR	.22 MAGNUM	11C61390
67	EIG	N/A	93553	PR	.22 SHORT	11C61795
68	STAR	FIRESTAR	2067740	PI	.45 CAL	11C61827
69	SIG SAUER	P250	EAK039379	PI	.40 CAL	11C62455
70	FIE	TITAN	A29190	PI	.25 CAL	11C63258
71	SMITH & WESSON	SW9VE	PBV9513	PI	9MM	11C63281
72	SPRINGFIELD ARMORY	XD40	US193165	PI	.40 CAL	11C63536
73	BRYCO	JENNINGS NINE	1493713	PI	9MM	11C63550
74	RUGER	RG14	L718821	PR	.22 L.R.	11C64209
75	IVER JOHNSON	TP22	N/A	PI	.22 CAL	11C64575
76	SMITH & WESSON	469	TBF6664	PI	9MM	11C65614
77	BRYCO	38	1174680	PI	.32 CAL	11C65614

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78		JIMINEZ ARMS	JA NINE	053716	PI	9MM	11C65614
79		SMITH & WESSON	106	48829	PR	.38 SPECIAL	11C65614
80		SPRINGFIELD ARMORY	XD40	US246726	PI	.40 CAL	11C65614
81		BRYCO	JENNINGS NINE	1351587	PI	9MM	11C66403
82		JENNINGS	BRYCO 38	4189	PI	.380 AUTO	11C67635
83		HI-POINT	C9	P144746	PI	9MM	11C67635
84		RUGER	BLACKHAWK	3066673	PR	.357 CAL	11C67740
85		COBRA	FS380	FS036752	PI	.380 CAL	11C68498
86							
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October 15 Hg Property

Manifest # (see manifest cover sheet): _____

Manifest Page #: _____

Pickup Date: _____

Received From (please print legibly): _____

Driver Signature: _____

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		RG	RG14	366054	PR	.22 CAL	11C44748
2		TAURUS	PT-22	Y128968	PI	.22 CAL	11C48268
3		GLOCK	36	DUN429	PI	.45 CAL	11C53729
4		LORCIN	L380	001786	PI	.380 AUTO	11C56650
5		BRYCO ARMS	J-22	1070774	PI	.22 L.R.	11C59059
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October 15 HG SIB

Manifest # (see manifest cover sheet): _____

Manifest Page #: _____

Pickup Date: _____

Received From (please print legibly): _____

Driver Signature: _____

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		FEG	PJK-9HP	B05584	PI	9MM	03C7777
2		KELTEC	PI1	07359	PI	9MM	11C55203
3		AA ARMS	AP9	56779	PI	9MM	11C55203
4		ROSSI	M68	D616521	PR	.38 CAL	11C65098
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CITY OF
WICHITA

Police Department

JULY/OCTOBER 2015 AUCTION

LONG GUNS

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

www.wichitapolice.com

July 15 LG Persons 40

Manifest # (see manifest cover sheet): _____

Manifest Page #: _____

Pickup Date: _____

Received From (please print legibly): _____

Driver Signature: _____

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		STEVENS	94C	NONE	SS	20 GAUGE	11C505541
2		HIAWATHA	130VR	NONE	SP	12 GAUGE	11C23053
3		REMINGTON	1100	M469726V	SI	12 GAUGE	11C25867
4		ITHACA	FLUES HAMMERLE	250389	SE	20 GAUGE	11C29088
5		REMINGTON	597	A2667264	RI	.22 CAL	11C29088
6		STEVENS	94 SERIES P	D550868	SS	20 GAUGE	11C29088
7		REMINGTON	552 SPEEDMASTER	A1515316	RI	.22 CAL	11C29088
8		REMINGTON	511 SCOREMASTER	NONE	RB	.22 CAL	11C29088
9		REMINGTON	NYLON 66	NONE	RI	.22 CAL	11C29088
10		REMINGTON	870 WINGMASTER	1095206X	SP	20 GAUGE	11C29088
11		WINCHESTER	RANGER 120	L1531213	SP	12 GAUGE	11C29088

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
12		WINCHESTER	370	C347273	SS	410 GAUGE	11C29088
13		REMINGTON	1100	N691592V	SI	12 GAUGE	11C29088
14		MOSSBERG	835	UM634688	SP	12 GAUGE	11C29088
15		REMINGTON	870 WINGMASTER	130179V	SP	12 GAUGE	11C29088
16		H & R	088	AZ434594	SS	410 GAUGE	11C29088
17		REMINGTON	870	AB624467U	SP	20 GAUGE	11C29104
18		REMINGTON	870	AB609284M	SP	12 GAUGE	11C29104
19		NORINCO	TYPE 56 SKS	25004755	RI	7.62MM	11C29684
20		NEW ENGLAND FIREARMS	PARDNER SB1	NA245564	SS	410 GAUGE	11C29852
21		NORINCO	TYPE 56 SKS	9147414	RI	7.62MM	11C31478
22		REMINGTON	870 WINGMASTER	126802X	SP	20 GAUGE	11C31478
23		ITHACA	37R	300183	SP	12 GAUGE	11C32227
24		MOSSBERG	500A	P249716	SP	12 GAUGE	11C35119

Returned to owner

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
25		FN	poss.: AUTO-5	18927	SI	12 GAUGE	11C35884
26							
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Manifest # (see manifest cover sheet): _____

Manifest Page #: _____

Pickup Date: _____

Received From (please print legibly): _____

Driver Signature: _____

October 15 LG Property

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		CVA	GREY WOLF	948933	RU	.50 CAL	11C38483
2							
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October 15 19 Persons

Manifest # (see manifest cover sheet): _____

Manifest Page #: _____

Pickup Date: _____

Received From (please print legibly): _____

Driver Signature: _____

Line #	SKU Number	Make	Model	Serial #	Type	Caliber / Gauge	Case ID # / Agency Reference #
1		REMINGTON	700LH	C6448012	RB	7MM REM. MAG.	00C111938
2		WINCHESTER	1300 DEFENDER	L2556892	SP	12 GAUGE	03C81981
3		HI POINT	995	A16559	RI	9MM	00C111938
4		HI POINT	995	E02483	RI	9MM	11C31683
5		ROMARM	GP WASR-10/63	1971CS1417	RI	7.62X39MM	11C35465
6		REMINGTON	870 EXPRESS	A052203M	SP	12 GAUGE	11C39264
7		UNKNOWN (CHINESE?)	SKS	A102748V	RI	7.62X39MM	11C40864
8		REMINGTON	870 EXPRESS MAG	AG08470M	SP	12 GAUGE	11C42268
9		MAVERICK	88	MV48075K	SP	12 GAUGE	11C46589
10		CHARLES DALY	FIELD MAXI-MAG	3513499	SP	12 GAUGE	11C46612
11		SAVAGE	64	1330681	RI	.22 CAL	11C48747

10/1/12
10/1/12

12		BENELLI	NOVA	Z555761W	SP	12 GAUGE	11C48747
13		REMINGTON	770	M71662602	RB	30-06	11C48747
14		REMINGTON	522 VIPER	3036590	RI	.22 CAL	11C48963
15		MARLIN	795	96433710	RI	.22 CAL	11C50576
16		TACTICAL MACHINING	NONE	A0001739	RI	5.56MM	11C52671
17		SEARS	200	P181311	SP	20 GAUGE	11C52780
18							
19							
20							
21							
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23							
24							

City of Wichita
City Council Meeting
December 22, 2015

TO: Mayor and City Council

SUBJECT: Wichita State University Dedication of Land along Oliver, between 17th Street and 21st Street (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Accept the dedication.

Background: The eastern portion of the Wichita State University campus is bordered by 21st Street on the north, and 17th Street on the south, and Oliver on the east. Both of the intersections at 17th and Oliver and 21st and Oliver will be reconstructed as approved by the City Council on August 18, 2015 and August 25, 2015, respectively. Improvements to the intersections include the widening of Oliver to accommodate turn lanes, a landscaped median on Oliver, traffic signals will be upgraded, the storm water drainage system will be updated, and new sidewalks will be installed. Road right-of-way is required from the University to accommodate the proposed road improvements. The University taking consists of 70,139 square feet. The University has agreed to dedicate the land to the City at no cost. There are monument signs at both intersections, and both signs will be relocated from the new right-of-way. No other University improvements are impacted by the project.

Analysis: The cost to remove and relocate the two signs from the proposed right-of-way is \$74,500. This amount is based on an estimate to relocate both signs.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of \$74,526 is requested. The two University signs will cost \$74,500 to relocate; the cost to record the permanent easement is \$26.

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

Recommendation/Action: It is recommended that the City Council accept the dedicated permanent easement and authorize the budget request.

Attachments: Permanent Easement, tract map and aerial map.

PERMANENT EASEMENT

THIS EASEMENT made this 29th day of October, 2015, by and between the Kansas Board of Regents (KBOR), and the City of Wichita, Kansas, a municipal corporation, (the City).

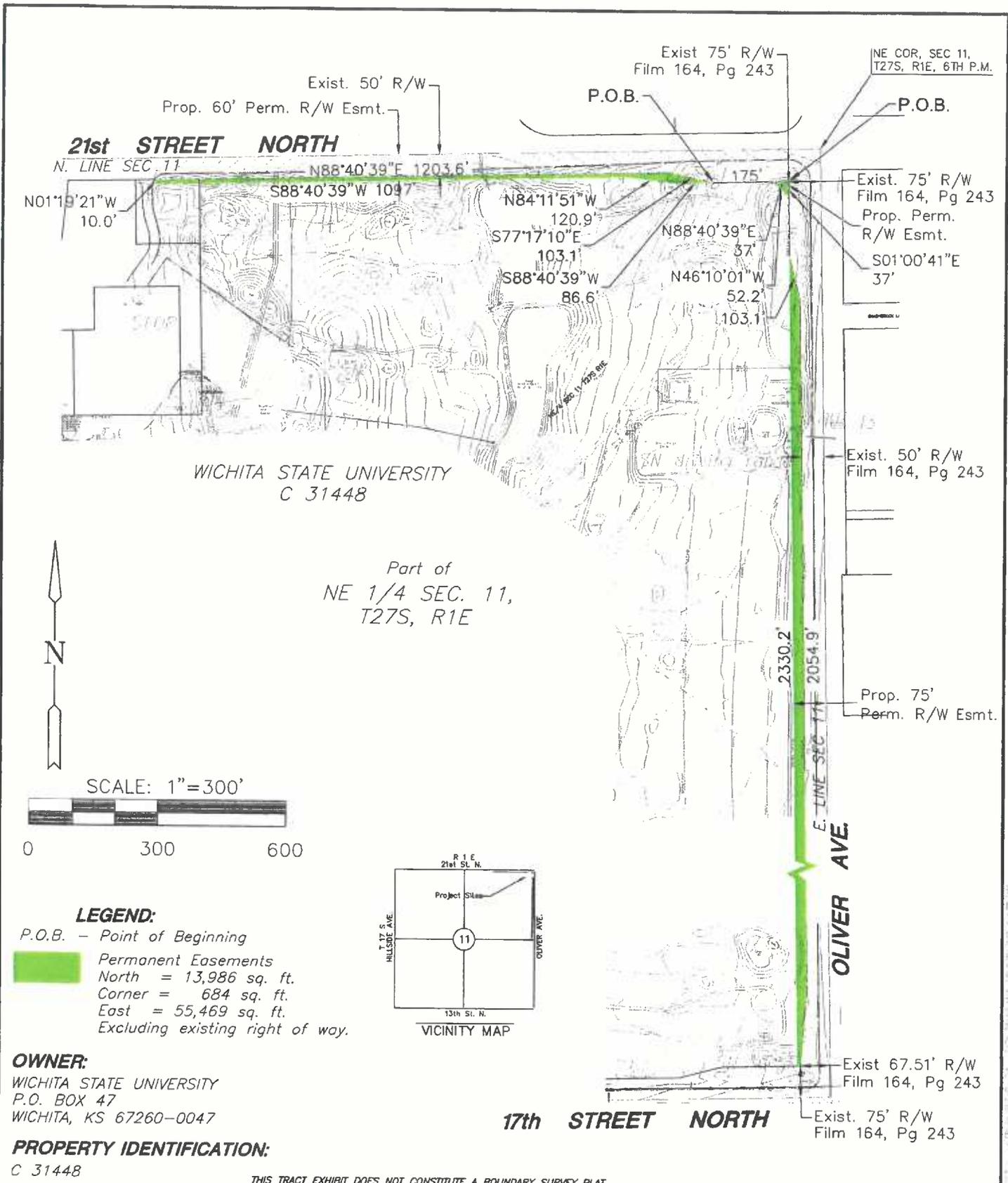
WITNESSETH: That KBOR, in consideration of the sum of One Dollar and No/100 (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the City, a perpetual right-of-way and easement for construction and maintenance of a roadway and utilities over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

Three tracts of land lying in the Northeast Quarter of Section 11, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of Section 11, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence along the east line of said Quarter on a Kansas coordinate system of 1983 south zone bearing of S01°00'41"E, 75.00 feet; thence S88°40'39"W, 250.00 feet parallel with the north line of said Quarter to the Point of Beginning; thence S88°40'39"W, 86.59 feet parallel with said north line; thence N84°11'53"W, 120.94 feet to a point lying 60.00 feet south of said north line; thence S88°40'39"W, 1097.03 feet parallel with said north line; thence N 01°19'21"W, 10.00 feet; thence N88°40'39"E, 1203.62 feet parallel with said north line; thence S77°17'10"E, 103.08 feet to the Point of Beginning.

Together with:

Commencing at the Northeast Corner of the Northeast Quarter of Section 11, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence along the east line of said Quarter on a Kansas coordinate system of 1983 south zone bearing of S01°00'41"E, 75.00 feet; thence S88°40'39"W, 75.00 feet to the Point of Beginning; thence S01°00'41"E, 37.00 feet parallel with said east line; thence N46°10'01"W, 52.18 feet to a point lying 75.00 feet south of the north line of said



WICHITA STATE UNIVERSITY
C 31448

Part of
NE 1/4 SEC. 11,
T27S, R1E

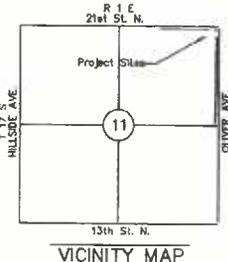


SCALE: 1"=300'



LEGEND:

- P.O.B. - Point of Beginning
- Permanent Easements
- North = 13,986 sq. ft.
- Corner = 684 sq. ft.
- East = 55,469 sq. ft.
- Excluding existing right of way.



OWNER:
WICHITA STATE UNIVERSITY
P.O. BOX 47
WICHITA, KS 67260-0047

PROPERTY IDENTIFICATION:
C 31448

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

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	PROJECT NO. 1501040178	DATE: JUNE 2015	SHEET NO 1 OF 2
NO. 0 REVISION DATE	DRAWN BY: DSN	DESIGNED BY: JA	APPROVED BY: JCM

LEGAL DESCRIPTION:

Three tracts of land lying in the Northeast Quarter of Section 11, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of Section 11, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence along the east line of said Quarter on a Kansas coordinate system of 1983 south zone bearing of S01°00'41"E, 75.00 feet; thence S88°40'39"W, 250.00 feet parallel with the north line of said Quarter to the Point of Beginning; thence S88°40'39"W, 86.59 feet parallel with said north line; thence N84°11'53"W, 120.94 feet to a point lying 60.00 feet south of said north line; thence S88°40'39"W, 1097.03 feet parallel with said north line; thence N 01°19'21"W, 10.00 feet; thence N88°40'39"E, 1203.62 feet parallel with said north line; thence S77°17'10"E, 103.08 feet to the Point of Beginning.

Together with:

Commencing at the Northeast Corner of the Northeast Quarter of Section 11, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence along the east line of said Quarter on a Kansas coordinate system of 1983 south zone bearing of S01°00'41"E, 75.00 feet; thence S88°40'39"W, 75.00 feet to the Point of Beginning; thence S01°00'41"E, 37.00 feet parallel with said east line; thence N46°10'01"W, 52.18 feet to a point lying 75.00 feet south of the north line of said Quarter; thence N88°40'39"E, 37.00 feet parallel with said north line to the Point of Beginning.

Together with:

The west 25 feet of the east 75 feet of the Northeast Quarter of Section 11, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, except the existing right of way described on Film 164, Page 243.

OWNER:

WICHITA STATE UNIVERSITY
P.O. BOX 47
WICHITA, KS 67260-0047

PROPERTY IDENTIFICATION:

C 31448

LEGEND:

P.O.B. - Point of Beginning



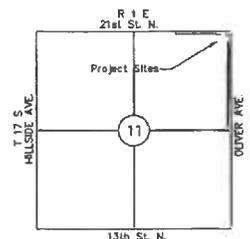
Permanent Easements

North = 13,985 sq. ft.

Corner = 684 sq. ft.

East = 55,469 sq. ft.

Excluding existing right of way.



VICINITY MAP

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

NO.	REVISION	DATE
0		

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COW - 21st & OLIVER PERMANENT EASEMENT TRACT MAP 4			
PROJECT NO:	1501040178	DATE:	JUNE 2015
DRAWN BY:	DSN	DESIGNED BY:	JA
APPROVED BY:	JCM	SHEET NO.	1 OF 2



Legend

1: 7,931



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
December 22, 2015

TO: Mayor and City Council

SUBJECT: Wichita Transit Drug and Alcohol Policy (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve the Wichita Transit Drug and Alcohol Policy and Authorize the Transit Department to have Designated Employee Representatives.

Background: Wichita Transit is governed by regulations developed by the U.S. Department of Transportation (DOT). Wichita Transit has operated under the City of Wichita Drug and Alcohol Policy and under a Wichita Transit Drug and Alcohol Policy. Two policies have been used because the City of Wichita's Drug and Alcohol Policy does not meet all Department of Transportation (DOT) policy requirements. Under the current policies there is a second chance program, which allows employees who have failed a drug or alcohol test to have a second chance. The employee must be referred to a substance abuse professional and meet all requirements of a return to work agreement to receive a second chance. The employee must pass a return-to-duty test and subsequent follow-up tests to stay employed.

The City has one Designated Employee Representative (DER) for all City employees. The DER is a staff member of the Human Resources (HR) Department. The DER is authorized to receive all forms, results, and communications from City vendors that perform testing and other Drug and Alcohol related activities.

Analysis: Wichita Transit is subject to DOT and FTA Drug and Alcohol testing regulations. It was strongly recommended by safety consultants to create one policy to operate under for DOT safety sensitive employees. Wichita Transit has 122 safety-sensitive positions and 17 non-safety sensitive employees. Non-safety sensitive employees will continue to be covered under the City of Wichita policy. The new Wichita Transit policy will be a more comprehensive policy, give employees one reference point, and be compliant with all DOT and FTA regulations. The new Wichita Transit policy would retain the second chance program for random and reasonable suspicion tests. However, a zero tolerance policy will be adopted for post-accident testing, meaning employees who fail a drug or alcohol test after an accident will be terminated with no second chance.

Currently, Wichita Transit staff have to work through staff in the HR Department to communicate with vendors and receive the proper documentation needed to meet DOT record keeping rules. Testing is time sensitive so the process of having an extra entity between the staff that manage the program and the vendors that do the testing can be burdensome and inefficient. By authorizing transit staff to be DERs for the Wichita Transit Drug and Alcohol Program, they will be able to communicate directly with vendors performing the testing and receive all records for proper record keeping. Additionally, Wichita Transit staff are more conversant on FTA regulations, and can more properly maintain federal compliance.

Financial Consideration: Wichita Transit will use the current City vendors so there will be no increased cost.

Legal Consideration: The City's Law Department has reviewed and approved this Policy as to form.

Recommendation/Actions: It is recommended that the City Council approve the Wichita Transit Drug and Alcohol Policy as the sole drug and alcohol policy for safety sensitive employees in the Transit Department, and authorize the Transit Department to have Designated Employee Representatives.

Attachment: Wichita Transit Drug and Alcohol Policy

SUBSTANCE ABUSE POLICY



Effective January 1, 2016

Wichita Transit Designated Employer Representative:

Vallery Fields – 352-4833

Wichita Transit Designated Employer Representative:

Michelle Stroot – 352-4808

A. PURPOSE

- 1) Wichita Transit provides public transit and paratransit services. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Wichita Transit declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- 3) Any provisions set forth in this policy that are included under the sole authority of Wichita Transit and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of Wichita Transit will be performed on non-USDOT forms and will be separate from USDOT testing.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. Wichita Transit employees that do not perform safety-sensitive functions are not covered under this policy, but are covered under the City of Wichita Policy. Safety Sensitive employees are subject to DOT testing under FTA Authority and non-DOT testing under Wichita Transit Authority.

A safety-sensitive function is the operation of mass transit service including:

- **Revenue Vehicle Operation** - the operation of a revenue service vehicle (whether or not the vehicle is in revenue service).
- **Revenue Vehicle & Equipment Maintenance** - maintenance of a revenue service vehicle or equipment used in revenue service.
- **Armed Security Personnel** - security personnel who carry firearms.
- **Revenue Vehicle Control/Dispatch** - dispatchers or persons controlling the movement of revenue service vehicles.
- **CDL/Non-Revenue Vehicle** - any transit employee who operates a vehicle that requires a Commercial Driver's License to operate.

A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident (DOT qualifying accident): An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include: 1) damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, 2) tire disablement without other damage even if no spare tire is available, or 3) damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that makes them inoperative.

Accident (Non-DOT qualifying accident): An occurrence associated with the operation of a vehicle, even when not in revenue service, if it does not meet the qualifications of a DOT accident, but the employee is at fault, or the employee's actions or judgment could have contributed to the accident or incident. If an employee is 100% disqualified from

fault in a DOT qualifying accident, the employee will be tested under Wichita Transit Authority on a Non-DOT form.

Adulterated specimen: A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Covered Employee Under Wichita Transit Authority: An employee that performs a safety-sensitive function as defined by FTA, but is not subject to testing under the DOT authority as stated in this policy. Employee is subject to non-DOT testing as stated in this policy.

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

Department of Transportation (DOT): For the purposes of Drug and Alcohol regulatory oversight, DOT is the department of the federal government which
Wichita Transit Drug and Alcohol Testing Policy

includes the Federal Transit Administration, Federal Railroad Administration, Federal Aviation Administration, Federal Motor Carriers' Safety Administration, Pipeline & Hazardous Materials Safety Administration, United States Coast Guard, and the Office of the Secretary of Transportation.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include 1) damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, 2) tire disablement without other damage even if no spare tire is available, or 3) damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Evidentiary Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.

Initial Drug Test (Screening Drug Test): The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

Invalid Result: The result reported by a Department of Health & Human Services (HHS)-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted results cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

Non-negative test result: A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Prohibited drug: Identified as marijuana, cocaine, opiates, amphetamines (including ecstasy), or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS - Certified laboratory when no tests are performed for a specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive functions: Employee duties identified as:

1. **Revenue Vehicle Operation** - the operation of a revenue service vehicle (whether or not the vehicle is in revenue service).
2. **Revenue Vehicle & Equipment Maintenance** - maintenance of a revenue service vehicle or equipment used in revenue service.
3. **Armed Security Personnel** - security personnel who carry firearms.
4. **Revenue Vehicle Control/Dispatch** - dispatchers or persons controlling the movement of revenue service vehicles.
5. **CDL/Non-Revenue Vehicle** - any transit employee who operates a vehicle that requires a Commercial Driver's License to operate.

Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse (ICRC) or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC)) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test if the employee:

- (1) Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
- (2) Fails to remain at the testing site until the testing process is complete
- (3) Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
- (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
- (5) Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- (6) Fails or declines to take a second test the employer or collector has directed you to take

- (7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
- (8) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
- (9) If the MRO reports that there is verified adulterated or substituted test result
- (10) Failure or refusal to sign Step 2 of the alcohol testing form
- (11) Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- (12) Possess or wear a prosthetic or other device that could be used to interfere with the collection process
- (13) Admit to the collector or MRO that you adulterated or substituted the specimen.

Verified negative test: A drug test result reviewed by a Medical Review Officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a Medical Review Officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

D. EDUCATION AND TRAINING

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training annually to review the policy and the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

- 1) Prohibited substances addressed by this policy include the following.
 - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA Authority be tested for marijuana, cocaine, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), and phencyclidine as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty. Employees covered under Wichita Transit Authority will also be tested for these same substances. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Wichita Transit supervisor **in writing** and the employee is required to provide documentation from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive

functions. The documentation must be turned into the employee's direct supervisor. Supervisors must immediately forward to the DER.

- c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. A random or reasonable suspicion alcohol test can only be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under Wichita Transit authority, a non- DOT alcohol test can be performed any time an employee is on duty.

F. PROHIBITED CONDUCT

- 1) Covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above minimum thresholds defined in 49 CFR PART 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline.
- 3) Wichita Transit shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) Wichita Transit under its own authority also prohibits the consumption of alcohol all times the employee is on duty, or anytime the employee is in uniform.

- 8) Consistent with the Drug-free Workplace Act of 1988, all Wichita Transit employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Wichita Transit management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section R of this policy.

H. TESTING REQUIREMENTS

- 1) Analytical urine drug testing and breath testing for alcohol will be conducted using the testing methodologies and thresholds defined in 49CFR part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and randomly as defined in Sections K, L, M, N and O of this policy, and return to duty/follow-up. It is a requirement for covered employees to submit to testing when notified. All employees covered under Wichita Transit authority will also be subject to testing for reasonable suspicion, post-accident and return to duty/follow-up using non-DOT testing forms.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion and random alcohol test can be performed just before, during, or after the performance of a safety-sensitive job function. Under Wichita Transit authority, a non-DOT drug and alcohol test can be performed any time an employee is on duty
- 3) All employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with Wichita Transit. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section R of this policy.

I. DRUG TESTING PROCEDURES

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed

in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

- 2) The drugs that will be tested for include marijuana, cocaine, opiates (including heroin), amphetamines (including methamphetamine and ecstasy), and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the Wichita Transit Designated Employer Representative (DER). If a legitimate explanation is found, the MRO will report the test result as negative to the DER.
- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample

that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Wichita Transit will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, however Wichita Transit will seek reimbursement for the split sample test from the employee.

- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled. If the split specimen is not available to analyze the MRO will direct Wichita Transit to retest the employee under direct observation.
- 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.
- 8) Observed collections
 - a. Consistent with 49 CFR part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
 - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Wichita Transit that there was not an adequate medical explanation for the result;
 - ii. The MRO reports to Wichita Transit that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
 - iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal

to 5 mg/dL, and the MRO reported the specimen to you as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).

- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original specimen was out of range;
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

J. ALCOHOL TESTING PROCEDURES

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.
- 2) An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section R of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall

still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section R of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

- 3) Wichita Transit affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

- 1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
 - a. All offers of employment for covered positions shall be extended conditionally upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
 - b. An employee shall not be placed, transferred or promoted into a position covered under FTA or Wichita Transit Authority until the employee takes a drug test with verified negative results.
 - c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be referred to a SAP. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
 - d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section R herein.

- e. If a pre-employment test is canceled, Wichita Transit will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide the City of Wichita with signed written releases requesting DOT drug and alcohol records from all previous, DOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. City of Wichita is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide Wichita Transit proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

- 1) All employees covered under FTA Authority and/or Wichita Transit Authority will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. Under Wichita Transit's authority, a non-DOT reasonable suspicion alcohol test may be performed

any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.

- 2) Wichita Transit shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present.
- 3) The employee shall be placed on suspension **with** pay pending test results. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on suspension **without** pay pending disciplinary action as specified in Section R of this policy. In the case the results are positive, employee will not be paid for time off as of the time employee was notified of reasonable suspicion test, and employee will be subject to discipline specified in Section R of this policy.
- 4) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Wichita Transit Designated Employer Representative.
- 5) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section R of this policy. Wichita Transit shall place the employee on suspension without pay in accordance with the provisions set forth under Section R of this policy. Testing in this circumstance would be performed under the direct authority of the Wichita Transit. Since the employee self-referred to management, testing under this circumstance would not be considered a positive test result under Federal authority, but would be considered a positive result under Wichita Transit Authority. However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section R. Self-referral must take place before any notification of testing or the occurrence of an accident to be considered a positive under Wichita Transit Authority.

M. DOT POST-ACCIDENT TESTING

- 1) FATAL ACCIDENTS - All employees covered under FTA authority will be required to undergo urine and breath testing if they are involved in an accident with a transit revenue service or support vehicle (regardless of whether or not the vehicle is in revenue service) that results in a fatality.

This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident.

2) NON-FATAL ACCIDENTS - A post-accident test of the operator will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operator's performance can be **completely** discounted as a contributing factor to the accident.

3) DOT POST-ACCIDENT PROCEDURES

- a. As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.
- b. The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours after the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
- c. Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.
- d. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
- e. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

- f. In the rare event that Wichita Transit is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Wichita Transit may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. NON-DOT POST-ACCIDENT TESTING

- 1) EMPLOYEE IS AT FAULT – An accident or incident in which the employee is at fault but the requirements of a DOT post-accident test are not met, regardless of what damage was sustained.
- 2) PREVENTABLE ACCIDENT – An accident or incident in which the employee’s actions or judgment could have contributed to the accident or incident, regardless of what damage was sustained.
- 3) EMPLOYEE 100% DISQUALIFIED FROM FAULT IN DOT QUALIFYING ACCIDENT – When an employee is in a DOT Qualifying accident/incident but the employee is completely disqualified from being at fault or contributing to the accident, the employee will be tested under Wichita Transit Authority on a Non-DOT Form.
- 4) Non-DOT POST-ACCIDENT PROCEDURES
 - a. As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.
 - b. The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours after the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

- c. Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.
- d. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
- e. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- f. In the rare event that Wichita Transit is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Wichita Transit may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

O. RANDOM TESTING

- 1) All covered employees will be subjected to random, unannounced testing. Employees covered under FTA authority will be selected from a pool of DOT-covered safety-sensitive employees. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of employees.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations. The current random testing rate for drugs established by FTA equals 25% of the number of covered employees in the pool and the random testing rate for alcohol established by FTA equals 10% of the number of covered employees in the pool.

- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from any testing pools of non-safety-sensitive employees that are included solely under City of Wichita authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can be performed just before, during, or just after the performance of a safety sensitive duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed **immediately** to the collection site upon notification of their random selection.

P. RETURN-TO-DUTY TESTING

All covered employees who self-reported substance abuse or had a positive test result must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety.

In the instance of a positive non-DOT test, self-referral or management referral, the employee will be subject to an **observed** non-DOT return-to-duty test as described in 49 CFR Part 40. However, all non-DOT return-to-duty tests and all paperwork associated with an employee's return-to-work agreement does not constitute a violation of the Federal regulations and will be conducted under Wichita Transit authority and will be performed using non-DOT testing forms.

Q. FOLLOW-UP TESTING

Covered employees will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed during the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the

SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a positive non-DOT test, self-referral or management referral, the employee will be subject to **observed** non-DOT follow-up tests and follow-up testing plans modeling the process described in 49 CFR Part 40. However, all non-DOT follow-up tests and all paperwork associated with an employee's return-to-work agreement does not constitute a violation of the Federal regulations and will be conducted under Wichita Transit authority and will be performed using non-DOT testing forms. Positive test results from a DOT test will follow the process described in 49 CFR Part 40 and will be performed using a DOT testing form.

R. RESULT OF DRUG/ALCOHOL TEST

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, suspended without pay, and referred to a Substance Abuse Professional (SAP) for assessment.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered a positive test result. A test refusal includes the following circumstances:
 - a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
 - b. Fails to remain at the testing site until the testing process is complete
 - c. Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
 - d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
 - e. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
 - f. Fails or declines to take a second test the employer or collector has directed you to take
 - g. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the

- DER as part of the "shy bladder" or "shy lung" procedures
- h. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
 - i. If the MRO reports that there is verified adulterated or substituted test
 - j. Failure or refusal to sign Step 2 of the alcohol testing form
 - k. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
 - l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process
 - m. Admit to the collector or MRO that you adulterated or substituted the specimen
- 4) The first instance of a verified positive DOT or non-DOT drug or alcohol (\geq 0.04 BAC) test result for a sample submitted under the **random** or **reasonable suspicion** drug/alcohol test provisions herein shall result in the removal from his/her safety-sensitive position, and entry into a second chance program.
- 5) In the instance of a verified positive DOT or non-DOT drug or alcohol (\geq 0.04 BAC) **random** or **reasonable suspicion** test result, disciplinary action against the employee shall include:
- a. Suspension without pay for a minimum of 20 days and until the rehabilitation program has been completed and the employee is released to return to work by the SAP.
 - b. Mandatory referral for an assessment by an employer approved counseling professional, formulation of a treatment plan, and execution of a return to work agreement;
 - c. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Wichita Transit employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section Q of this policy.
 - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination **and** shall result in termination.

The cost of the rehabilitation program is the responsibility of the employee, and the employee is not permitted to take accrued leave during this time.

- 6) The first instance of a verified positive DOT or non-DOT drug or alcohol (≥ 0.04 BAC) test result for **post-accident, return-to-duty, or follow-up** drug/alcohol test provisions herein shall result in termination from Wichita Transit employment.
- 7) An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder of the work day, whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to an alcohol test with a result of less than 0.02 BAC.
- 8) In the instance of a self-referral or a management referral, the cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. The employee will be permitted to take accrued leave to participate in the prescribed treatment program. If the employee has insufficient accrued leave, the employee shall be placed on leave without pay until the employee has successfully completed the required treatment program and has been released to return-to-duty. Any leave taken, either paid or unpaid, shall be considered leave taken under the Family and Medical Leave Act if eligible. Employee must designate to the DER in writing their intent to use accrued leave.
- 9) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
 - a. Mandatory referral for an assessment by an employer approved counseling professional, formulation of a treatment plan, and execution of a return to work agreement;
 - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Wichita Transit employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section Q of this policy.
 - d. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination **and** shall result in termination.

- e. A self-referral or management referral to the employer's approved counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations.
 - e. Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section R and result in termination.
 - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Wichita Transit.
 - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 10) Failure of an employee to report within five days a criminal drug and/or alcohol statute conviction for a violation shall result in termination.

S. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

T. PROPER APPLICATION OF THE POLICY

Wichita Transit is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

U. INFORMATION DISCLOSURE

- 1) Drug/alcohol testing records shall be maintained by the Wichita Transit Designated Employee Representatives, and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.

- 3) Records of a verified positive drug/alcohol test result shall be released to the Designated Employer Representative, and other Wichita Transit management personnel on a need to know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Wichita Transit or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken.
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the Wichita City Council on December 22, 2015. Policy will be effective January 1, 2016.

Jeff Longwell, Mayor

Attachment A

Job Title	Job Duties	Testing Authority
General Maintenance Supervisor	Revenue Vehicle and Equipment Maintenance	DOT
Mechanic Supervisor	Revenue Vehicle and Equipment Maintenance	DOT
Bus Mechanic A/Mechanic III	Revenue Vehicle and Equipment Maintenance	DOT
Bus Mechanic B/ Mechanic II	Revenue Vehicle and Equipment Maintenance	DOT
Bus Mechanic's Helper	Revenue Vehicle and Equipment Maintenance	DOT
Bus Utility Worker	Revenue Vehicle and Equipment Maintenance	DOT
Division Supervisor – Superintendent of Transportation	Revenue Vehicle Control/Dispatch	DOT
Operations Supervisor I	Revenue Vehicle Control/Dispatch	DOT
Operations Supervisor II	Revenue Vehicle Control/Dispatch	DOT
Customer Service Clerk II (Van Dispatchers)	Revenue Vehicle Control/Dispatch	DOT
Bus Operator	Revenue Vehicle Operation	DOT
Van Driver	Revenue Vehicle Operation	DOT

Attachment B

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

Wichita Transit Designated Employee Representative

Name: Vallery Fields

Title: Senior Program Specialist

Telephone Number: 316-352-4833

Wichita Transit Designated Employee Representative

Name: Michelle Stroot

Title: Senior Management Analyst

Telephone Number: 316-352-4808

Third Party Administrator/ Collection Site

Name: Kelly Compliance

Address: 759 N West St

Wichita, KS 67203

Telephone Number: 316.942.3926

Medical Review Officer

Name: Dr. Stephen Kracht

Address: 7500 W 110th St Suite 400A

PO Box 25903

Overland Park, KS 66225

Telephone Number: 866-355-7058

Substance Abuse Professional

Name: EMPAC

Address: 300 W Douglas, Suite 930

Wichita, KS 67202

Telephone Number: 316-265-9922

HHS Certified Laboratory Primary Specimen

Name: Alere Toxicology

Address: 1111 Newton Street

Gretna, LA 70053

Telephone Number: 800-433-3823

HHS Certified Laboratory Split Specimen

Name: Medtox Laboratory

Address: 402 W County Rd D

St Paul, MN 55112

Telephone Number: 800-832-3244

**City of Wichita
City Council Meeting
December 22, 2015**

TO: Mayor and City Council

SUBJECT: Wichita Transit Center Lease Agreement with Greyhound Corporation

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve a 10 year lease agreement with Greyhound for location of terminal facilities at Wichita Transit Center.

Background: Wichita Transit operates out of the Transit Center located at 214 S. Topeka. Greyhound provides regional public services operating out of a building located at 312 S. Broadway. In addition, Greyhound subcontracts with Bee Line Transit who provides public transportation service to cities within Kansas. Greyhound has expressed an interest in relocating from its current facilities on Broadway to a more customer friendly and efficient location. The Transit Center provides a location for inter-city buses that will provide maximum benefit to the public, meet the physical requirements of the transit operations and is cost-effective. The current Transit Center has adequate capacity to support Wichita Transit operations as well as inter-city carriers. Wichita Transit will lease space to Greyhound Corporation. A copy of the lease is attached.

Analysis: Greyhound Corporation owns the building at 312 S. Broadway. The current facility is old, does not meet the needs of Greyhound in its current configuration and has high maintenance costs. Greyhound is interested in relocating its operations from this building to another site. Since 2012, Wichita Transit and Greyhound have had discussions about the potential of leasing space at the Transit Center. An evaluation of this concept indicates that co-locating regional transit operation with local transit system will provide improved mobility and access for residents of Wichita, Kansas and the region who utilize the services.

Key considerations as part of these discussions were the physical ability to house both services, potential tax liability of a private corporation located in a public facility, and cost sharing. The current lease identifies cost-sharing obligations of Greyhound. In addition, they will provide monthly rent. In the agreement, Greyhound agrees to accept responsibility for the tax implications of the relocation of Greyhound to utilize a portion of the Transit Center. Greyhound's relocation would include construction of a small kiosk inside the Transit Center (see attached schematic) and use of two bus parking spaces in the express lanes that are currently used only occasionally by Wichita Transit. Thus, the relocation will not have an adverse effect on the local transit operations. The Federal Transit Administration (FTA) has 80% interest in the Transit Center as a result of its grant funding. Wichita Transit has sought concurrence of this lease agreement from the FTA and received a favorable response. Staff analysis concluded that

location can provide many advantages to the public and allow transit services the region to operate more cost effectively.

Financial Consideration: The lease will provide \$24,000 annual rent to Wichita Transit, ensure Greyhound responsibility for additional costs to operate the facility, and includes a trip provision to minimize any risk of tax liability to the City.

Legal Consideration: The Law Department has reviewed and approved the attached lease document as to form.

Recommendations/Actions: It is recommended that the City Council approve the proposed lease and authorize the City Manager to execute the necessary documents.

Attachments:

1. Lease Agreement
2. Wichita Greyhound Kiosk Design Concept

LEASE AGREEMENT

LANDLORD:

Name The City of Wichita, KS
a Kansas municipal corporation
Address: 455 N. Main
City, ST, Zip Wichita, KS 67202
Attn: Department of Law

TENANT:

Greyhound Lines, Inc.,
a Delaware corporation
350 N. St. Paul
Dallas, TX 75201
Attn.: Real Estate

1. **DATE.** This Lease Agreement ("Lease") is made to be effective as of _____, 2015.
2. **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases and takes from Landlord for the term, at the rental, and upon all the terms, covenants and conditions set forth herein, the following real property (the "Premises"):
 - ✘ comprising approximately 150 square feet of floor space and land as described or designated in the City of Wichita, County of Sedgwick, State of Kansas, commonly known as Wichita Transit Center (the "Transit Center"), 214 S. Topeka Avenue, Wichita, KS and as more particularly described in the site plan on Exhibit "A", attached hereto and incorporated herein for all purposes; together with the continuous and uninterrupted right of access to and from the Premises and, if applicable, the use by Tenant; its employees, invitees and customers of the common areas.
3. **TERM.** The term of this Lease ("Term") shall be ten (10) years, commencing on _____, 2015 ("Commencement Date") and extending through _____, _____ unless sooner terminated or extended pursuant to any provision hereof. The parties hereto acknowledge that either party shall have the right to terminate this Lease at any time upon six (6) months prior written notice to the other party.
4. **RENT.** Tenant shall pay to Landlord as rent for the use of the Premises equal monthly installments of \$2,000.00, payable in advance, on or before the first day of each calendar month of the Term. Rent for any period less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable to Landlord at its address set forth above or to such other address as Landlord may designate by notice as provided herein.
5. **USE OF PREMISES.** The Premises shall be used by Tenant and its agents and sublessee(s) for the conduct of business operations for bus transportation and any other activities reasonably related thereto. Landlord will occupy the remainder of the building in which the Premises is located for its own local, municipal bus operations. Landlord currently operates vending machines in common areas of the facility, and will continue to do so during this Lease. The number of machines and range of products provided may be increased to serve need created by Tenant's customers and employees, Landlord is under no obligation to expand service, but will reasonably consider requests to do so from Tenant. Landlord will provide all servicing and maintenance to the vending machines and will retain all net profits from their operation. During this Lease, neither Tenant nor its agents nor sublessees shall install or operate vending machines in the facility.
6. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF TITLE.** Landlord hereby represents, warrants and covenants to Tenant that as of the Commencement Date:
 - (a) Landlord is the sole owner in fee simple of the Premises and has full right, power and authority to grant the estate demised herein and to execute and perform all of the terms, provisions, covenants and agreements provided in this Lease;
 - (b) to the best of its knowledge, the parking and outdoor areas, entrance, common and other areas outside of the exclusive area of the Premises of the Transit Center comply with all applicable zoning requirements, ordinances, regulations, and all applicable laws including the Americans with Disabilities Act (or other laws affecting handicapped access) and any environmental impact or traffic studies or requirements; and

(c) the Premises does not contain any asbestos or Hazardous Materials (as defined in Section 22 herein) and Landlord is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Premises including, but not limited to, soil and ground water condition, and that no previous occupant of the Premises has used, generated, manufactured, stored or disposed of on, under or about the Premises any Hazardous Materials.

7. **QUIET ENJOYMENT.** Landlord covenants and agrees that so long as Tenant observes and performs all of the agreements and covenants required of it hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term without any encumbrance, interference or hindrance by Landlord. If Tenant's use of the Premises is limited or denied through rezoning, environmental impact edict, or other action of any public or quasi-public agency or governmental authority, this Lease, at the sole option of Tenant, shall terminate as of the effective date of such action and the rent applying to the unexpired portion of the Term will abate.

8. **UTILITIES.** Tenant shall pay 25% of all utility charges incurred in operating the Landlord's Transit Center, in which the Premises is contained, subject to decrease if additional tenant(s) occupy space at the Transit Center under a direct lease with Landlord. Upon Tenant's request, but not more than once per year, Landlord will provide an accounting of all utility charges for the Transit Center.

9. **ALTERATIONS, IMPROVEMENTS AND ADDITIONS.** Tenant, with Landlord's consent, may make any alterations, improvements, or additions in, on or about the Premises, which Tenant may deem necessary or desirable, to the extent that they do not impede Landlord's use of the Transit Center facility, except for structural repairs and maintenance, which are the sole obligation of Landlord. Tenant, at its option, may remove such alterations, improvements, or additions made by it in, on or about the Premises. Tenant's personal property and its trade fixtures, including all machinery, equipment and furnishings, shall remain the property of Tenant and may be removed by Tenant. Any personal property, trade fixtures, alterations, improvements, or additions not removed by Tenant within thirty (30) days after the end of the Term shall automatically become the property of Landlord. Tenant shall repair any material damage to the Premises caused by Tenant's removal of its personal property, trade fixtures, alterations, improvements, or additions, but Tenant shall have no obligation to remove such items from the Premises at any time. Landlord shall, at its sole expense, make any alterations, improvements or additions to the Premises (structural or non-structural) that may be required on account of any existing or future laws of any governmental authority, except alterations, improvements or additions to the Premises as may be required solely by reason of the nature of Tenant's business.

10. **REPAIRS AND MAINTENANCE.** Tenant shall make ordinary interior repairs in the Premises. Landlord shall maintain and promptly make all exterior repairs and common area maintenance, all repairs, replacements or retro-fitting of a permanent character (including, but not limited to, components in the air conditioning, boiler and heating systems, HVAC system, sprinkler system, gas lines, electrical and plumbing fixtures and hot water systems, including heaters), and all floors and floor surfaces, driveways, parking lots, bus docks, wall, roof (including water tightness), foundation, footings, Building Systems (as herein defined) and structural repairs, support systems, strengthenings, alterations, reconstructions, or additions necessitated by reason of lapse of time, weakness or decay, insect infestation, or damage to or destruction of the Premises, or to any part thereof, or which may, at any time, be required by any governmental or public authority, except for any damage caused by Tenant's negligence, or the negligence of its agents, employees, sub-tenants or invitees. The "Building Systems" shall be construed as the building utility elements essential for Tenant's use and occupancy of the Premises including, but not limited to, such systems as are not readily accessible to Tenant, such as underground water, sewer, electric and other utility lines and all trash removal, janitorial and elevator services and maintenance services related to the Premises. Tenant shall surrender the Premises in as good order, repair and condition as the same were in the commencement of the Term, damage by fire and items covered by extended coverage insurance, unavoidable casualty, reasonable wear and tear, alterations, improvements and additions made by Tenant and Landlord's failure to repair excepted.

11. **INSURANCE.** Landlord shall maintain throughout the Term, at its sole cost and expense, a policy or policies of against loss or damage to the Transit Center in the amount of the full replacement cost thereof, against any perils included within the classifications of fire, vandalism, explosion, malicious mischief, special extended perils ("all risk") and any risk covered by the so-called Extended Coverage Endorsement. Tenant shall carry insurance on its furniture, fixtures and equipment (FF&E). Tenant shall maintain, at its sole cost and expense, a comprehensive general liability policy including coverage of contractual liability as respects this Lease, providing a combined single limit of liability of not less than \$2,000,000 per occurrence. Tenant shall furnish evidence of insurance evidencing the aforesaid coverage upon Landlord's written request.

12. **INDEMNITY.** Except as otherwise agreed herein and to the limits allowed by law, each party agrees to indemnify and save the other party harmless from any and all claims, demands, costs and expenses, but not including any attorney's fees for the defense thereof, arising from the indemnifying party's wrongful act or negligence in or about the Premises or the Transit Center.

13. **DAMAGE OR DESTRUCTION.** If the Premises is damaged or destroyed in whole or in part by fire or other casualty, Landlord shall repair and restore the Premises to a good tenantable condition. All rent shall wholly abate in case the entire Premises is untenable, or shall abate pro rata for the portion rendered untenable in case a part only is untenable, until the Premises is restored to a tenantable condition. Landlord shall commence and complete all work required to be done under this Section 15 with reasonable promptness and diligence. In the event Landlord repairs or restores the Premises, the rent due under this Lease shall be abated or reduced proportionately during any period which, by reason of such damage or destruction, there is any interference with the operation of the business of Tenant. If Landlord does not commence the repair or restoration within fifteen (15) days after the damage or destruction occurs, or if repair or restoration will require more than ninety (90) days to complete, Tenant may, at Tenant's option, terminate this Lease by giving Landlord notice of Tenant's election to do so at any time prior to the commencement of the repair or restoration. In that event, this Lease shall terminate as of the date of such damage or destruction.

14. **CONDEMNATION.** If all the Premises or a substantial portion thereof is taken by condemnation or under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease, at Tenant's sole discretion, shall automatically terminate as of the date the condemning authority takes title or possession, whichever occurs first.

If any other taking (of the Premises or otherwise) adversely and substantially affects Tenant's use, access, or rights of ingress or egress of or to the Premises, then Tenant may elect to terminate this Lease of the date the condemning authority takes possession. Tenant's election to terminate shall be made in writing within thirty (30) days after Landlord has given Tenant written notice of the taking (or in the absence of such notice, within fifteen (15) days after the condemning authority has taken possession). If Tenant does not terminate this Lease in accordance with this Section 16, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that rent shall be reduced in the proportion that the area taken diminishes the value and use of the Premises to Tenant. In addition, Landlord, at its expense, shall promptly repair any damage to the Premises caused by condemnation and restore the remainder of the Premises to the reasonable satisfaction of Tenant.

Any award or payment made upon condemnation of all or any part of the Premises shall be the property of Landlord, whether such award or payment is made as compensation for the taking of the fee or as severance damages; provided Tenant shall be entitled to the portion of any such award or payment for loss of or damage to Tenant's trade fixtures, removable personal property, and additions, alterations and improvements made to the Premises by Tenant, and for its loss of business or the leasehold herein created or any other consequential or special damages, such as Tenant's relocation and moving expenses.

15. **DEFAULTS; REMEDIES.**

(a) **Defaults.** The occurrence of any of the following events constitutes a material default of this Lease by Tenant:

(i) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where the failure continues for a period of twenty (20) days after Tenant receives notice thereof from Landlord.

(ii) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than those described in subsection (i) above, where the failure continues for a period of thirty (30) days after Tenant receives notice thereof from Landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the thirty (30) day period and thereafter diligently completes the cure.

(iii) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by Tenant of a petition to have Tenant adjudged a bankrupt; the judicial declaration of Tenant as bankrupt.

(iv) The appointment of a trustee or receiver to take possession of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if possession is not restored to Tenant within thirty (30) days.

(v) The attachment, execution or other judicial seizure of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if the seizure is not discharged within thirty (30) days.

(b) **Remedies upon Tenant's Default.** In the event of any such material default by Tenant, Landlord may, after giving notice as provided above, enter into the Premises, remove Tenant's property and take and hold possession of the Premises and expel Tenant and pursue those remedies available to Landlord under the laws of the state in which the Premises is located. Landlord shall make reasonable efforts to re-let the Premises or any part thereof in order to mitigate any damages resulting from Tenant's default.

(c) **Default by Landlord.** Landlord shall not be in default unless Landlord fails to perform any covenants, terms, provisions, agreements or obligations required of it within a reasonable time, but in no event later than thirty (30) days after notice by Tenant to Landlord; provided that if the nature of Landlord's obligation is such that more than thirty (30) days are reasonably required for performance, then Landlord shall not be in default if Landlord commences performance within the thirty (30) day period and thereafter diligently completes performance.

(c) **Remedies upon Landlord's Default.** If Landlord defaults in the performance of any of the obligations or conditions required to be performed by Landlord under this Lease, Tenant may, after giving notice as provided above, either cure the default and deduct the cost thereof from rent subsequently becoming due hereunder, or elect to terminate this Lease upon giving 30day notice to Landlord of its intention to do so. In that event, this Lease shall terminate upon the date specified in the notice, unless Landlord has meanwhile cured the default to the satisfaction of Tenant. In the event that any representations and warranties set forth in this Lease (including but not limited to those set forth in Section 6 herein) shall cease to be the case, and if Landlord shall have failed to commence to cure within sixty (60) days after notice from Tenant and thereafter diligently completes the cure of the same, then, except as specifically provided elsewhere in this Lease, Tenant shall have the right to terminate this Lease upon notice to Landlord. Tenant may also pursue those remedies available to it under the laws of the state in which the Premises is located.

16. **HOLDING OVER.** If Tenant remains in possession of the Premises after the expiration or termination of this Lease, and without the execution of a new Lease, Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as they are applicable to a month-to-month tenancy.

17. **FEDERAL TRANSIT ADMINISTRATION AND FEDERAL INTEREST**

(i) The Tenant acknowledges that Landlord is the recipient of Federal grants through the Federal Transit Administration ("FTA"), which funded, in part, the Premises. The Tenant further acknowledges that pursuant to FTA grant requirements, the Landlord must demonstrate and retain satisfactory continuing control over the use of the Premises. The Tenant agrees that it will not exercise any right permitted under this Lease in a manner which compromises or otherwise diminishes Landlord's obligation to retain satisfactory continuing control over the use of the Premises.

(ii) Satisfactory continuing control is defined as the legal assurance that FTA-funded property will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.

(iii) The Tenant acknowledges the Federal interest in the Premises and agrees that it will take no action which compromises or otherwise diminishes such interest.

(iv) The Tenant acknowledges that the Landlord must comply with all applicable Federal statutes, regulations, orders, certification and assurances, or other Federal law (collectively referred to as "Federal laws"), including, but not limited to, those set forth in the current FTA Master Agreement governing transit projects supported with Federal assistance awarded through the FTA. The Tenant agrees that it will take no action seeking compliance with non-Federal laws to the extent such laws conflict with applicable Federal laws.

18. **NOTICES.** All acceptances, approvals, consents, notices, demands or other communications required or permitted to be given or sent by either party to the other, unless otherwise provided, shall be deemed to have been fully given when made in writing and delivered in person or deposited in the United States mail, certified and postage prepaid, addressed to the name and address set forth at the top of this Lease. The address and person for written communication may be changed upon ten (10) days written notice to the other party.

19. **WAIVER OF SUBROGATION.** Landlord and Tenant and all parties claiming under or through them hereby mutually release and discharge each other, any other tenants or occupants of the building in which the Premises is located, and the officers, employees, agents, representatives, customers and business visitors of Landlord or Tenant or such other tenants or occupants, from all claims, losses

and liabilities arising from or caused by any hazard covered by insurance on or in connection with the Premises or said building, even if caused by the fault or negligence of a released party. This release shall apply only to the extent that such claim, loss or liability is covered by insurance, and the insurance carrier approves such waiver of subrogation without increased cost or diminution of coverage.

20. **ENVIRONMENTAL MATTERS.** As a condition precedent to the effectiveness of this Lease, Landlord shall provide Tenant a copy of all existing environmental reports, studies or audits concerning the Premises. Tenant will comply with all environmental laws during the term of the Lease, but shall bear no liability whatsoever and shall not assume any conditions for any existing environmental materials or Hazardous Materials on the Premises. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all loss, damage, liability and expense, but not including any attorneys' fees that Tenant may incur as a result of any claim, demand or action related to environmental conditions, Hazardous Materials or any other environmental laws and regulations not directly resulting from Tenant's activities on the Premises. The delivery of copies of environmental reports, studies or audits required in this Section must be provided to Tenant not later than fourteen (14) days prior to the Commencement Date.

21. **HAZARDOUS MATERIALS.** The term "Hazardous Materials" as used herein shall include but not be limited to asbestos, flammable explosives, dangerous substances, pollutants, contaminants, hazardous wastes, toxic substances, and any other chemical, material or related substance exposure to which is prohibited or regulated by any governmental authority having jurisdiction over the Premises, any substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, by Superfund Amendments and Reauthorization Act 42 U.S.C. §6901, et seq.; the Hazardous Materials Transportation Act, 42 U.S.C. §6901, et seq.; Clean Air Act, 42 U.S.C. §7901, et seq.; Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; Clean Water Act, 33 U.S.C. §1251, et seq; the laws, regulations or rulings of the state in which the Premises is located or any local ordinance affecting the Premises; or the regulations adopted in publication promulgated pursuant to any of such laws and ordinances.

22. **MISCELLANEOUS.**

(a) **Signs.** Tenant may erect such signs on the exterior or interior of the Premises as Tenant may deem desirable if the signs do not violate the laws, rules, or regulations of the municipality in which the Premises are situated, and meet the approval of the Design Council the director of Wichita Transit. Upon termination of this Lease, Tenant is responsible for removal of any signs erected, constructed or displayed, and shall repair any damage caused by such removal.

(b) **Severability; Choice of Law.** The invalidity or unenforceability of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of the remainder of this Lease or any other provision hereof. **THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH THE PREMISES IS LOCATED.**

(c) **Entire Agreement.** This Lease and any addenda and exhibits attached hereto or to be attached hereto, set forth all of the covenants, promises, agreements, and conditions between Landlord and Tenant concerning the Premises and this Lease and there are no covenants, promises, agreements or conditions, either oral or written, between them. This Lease may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

(d) **Brokerage.** Landlord covenants and agrees to save and hold Tenant harmless from any and all claims for brokerage fees arising out of this Lease.

(e) **Security and Janitorial Services.** Tenant will pay for security services at the Transit Center only during times that it or its sublessee occupies the Transit Center after normal business hours, and Tenant will provide its own janitorial services for the Premises. Landlord shall have the right to approve the services provided, which shall, at a minimum, meet the performance standards maintained by Landlord during its normal operating hours.

(f) **Indemnification for Property Taxes.** Tenant understands that a potential exists for its lease of public property for private, for-profit operations could cause the Premises or a portion of the Transit Center, or that entire facility, to be subject to annual property taxes. This determination is in the hands of Sedgwick County officials. In the event that the Transit Center, or any portion thereof becomes taxable as a result of occupancy at the Transit Center by Tenant or its sublessee, Tenant may continue to operate out of the Premises, honoring this Lease, and agrees to pay such taxes in their entirety to the extent that no other tenant is operating at the Transit Center under a direct lease with Landlord. While Tenant occupies the Premises, Tenant may undertake a contest of the imposition or amount of the taxes assessed to the Transit Center, doing so at its sole expense. In the alternative, Tenant may terminate this Agreement and any sublease it may have due to the imposition of the tax obligation resulting from its tenancy, but in any case, Tenant shall remain

liable for and shall timely pay all property taxes assessed to the Transit Center facility, or any part thereof so assessed that resulted from Tenant's occupancy. This obligation continues even after Tenant vacates the Transit Center; provided, however, that after Tenant vacates the Transit Center, Landlord will use its best efforts to contest the continuing taxability of Transit Center and/or the portion of the Transit Center surrendered by Tenant with the Sedgwick County officials, as Tenant will no longer have a property interest in the Transit City. Tenant agrees to indemnify and hold harmless Landlord from and against any and all liability and expense related to such contest, but not including any attorneys' fees for Landlord's staff. In the event that any taxes are rebated to Landlord as a result of such contest on Tenant's behalf, Landlord agrees to promptly return such amounts to Tenant. Tenant will not be responsible for any taxes assessed at the Transit Center that result from a tenancy by another tenant(s) under a direct lease(s) with Landlord.

(g) **Non-discrimination.** Tenant will make its products and services available to the public without regard to race, religion, color, national origin, sex, disability, age, or heredity.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective as of the day and year first above written.

Landlord:

Tenant:

CITY OF WICHITA

Greyhound Lines, Inc.

Jeff Longwell, Mayor

Attest:

Attest:

Karen Sublett, City Clerk

Approved as to form:

Jennifer Magana, City Attorney and Director of Law

EXHIBIT "A"

to that certain Lease Agreement

by and between the City of Wichita, KS, as Landlord and
GREYHOUND LINES, INC., as Tenant

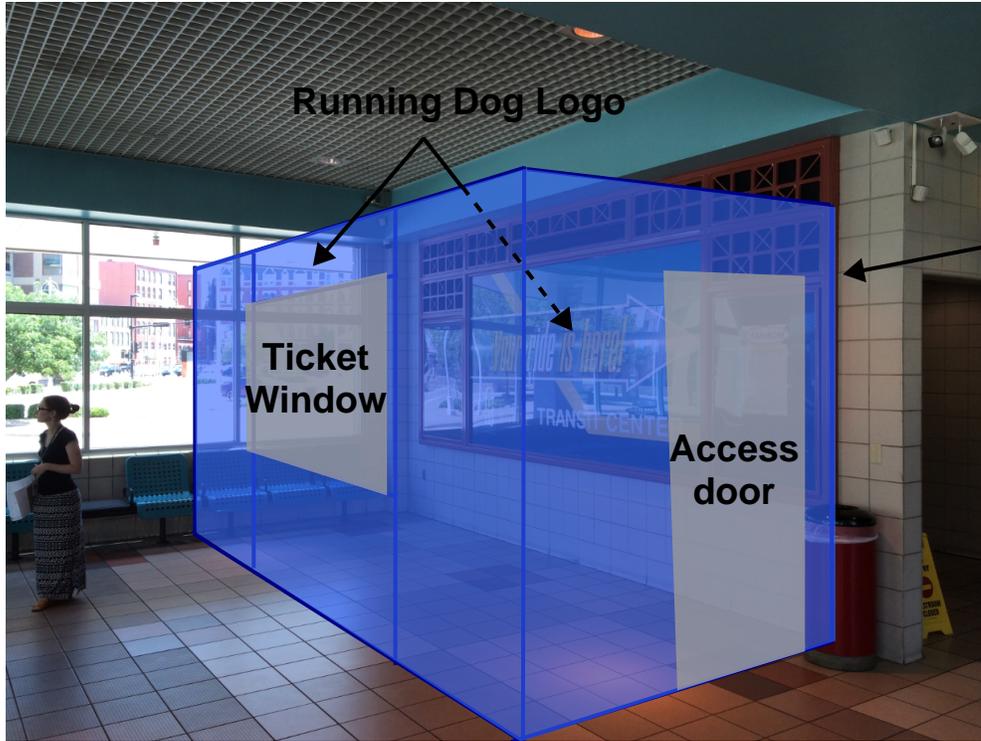
Dated _____, _____

SITE PLAN
OR LEGAL DESCRIPTION

Wichita Intermodal Concept

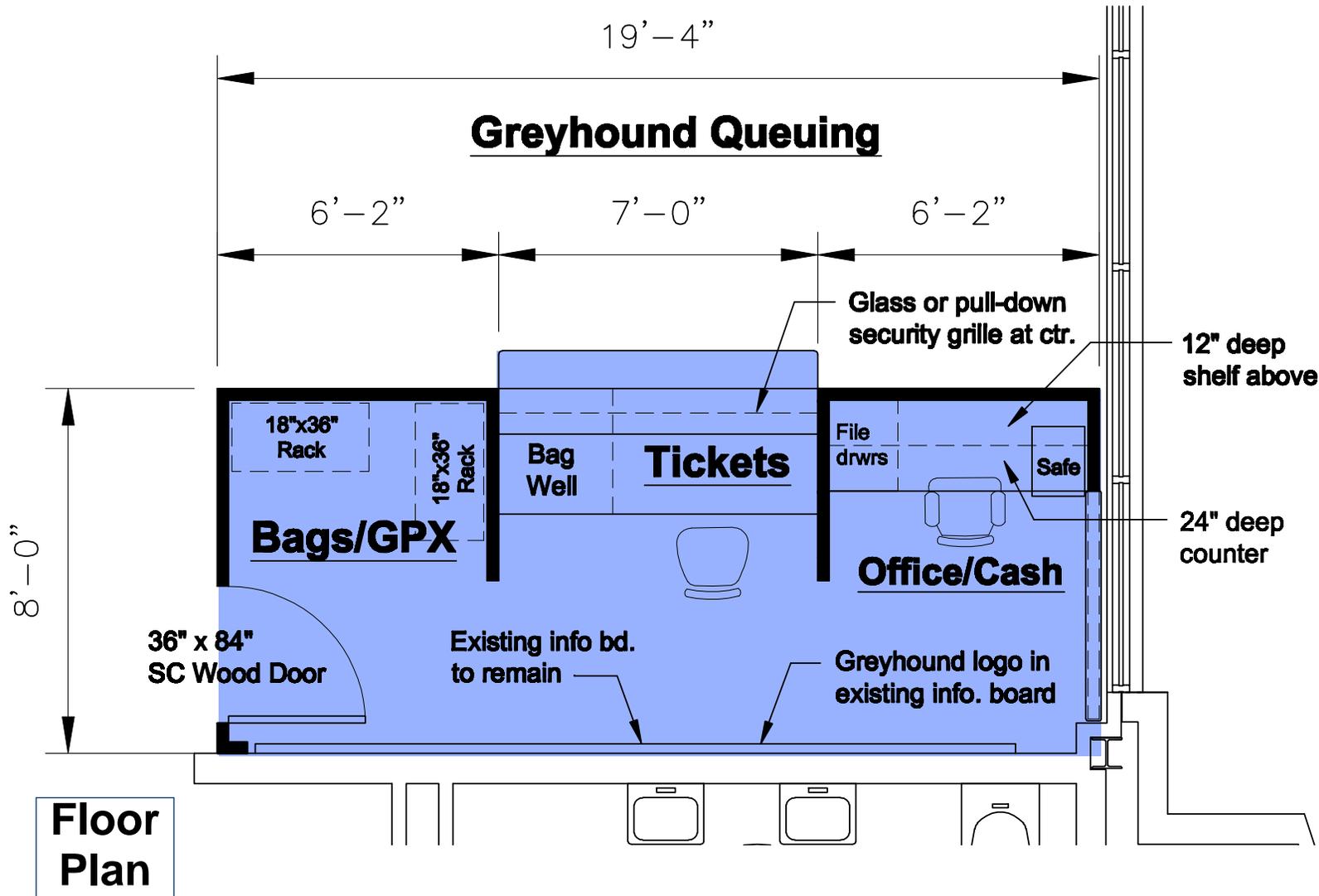
Wichita Transit Center

7-27-15



Proposed placement of freestanding kiosk in lobby

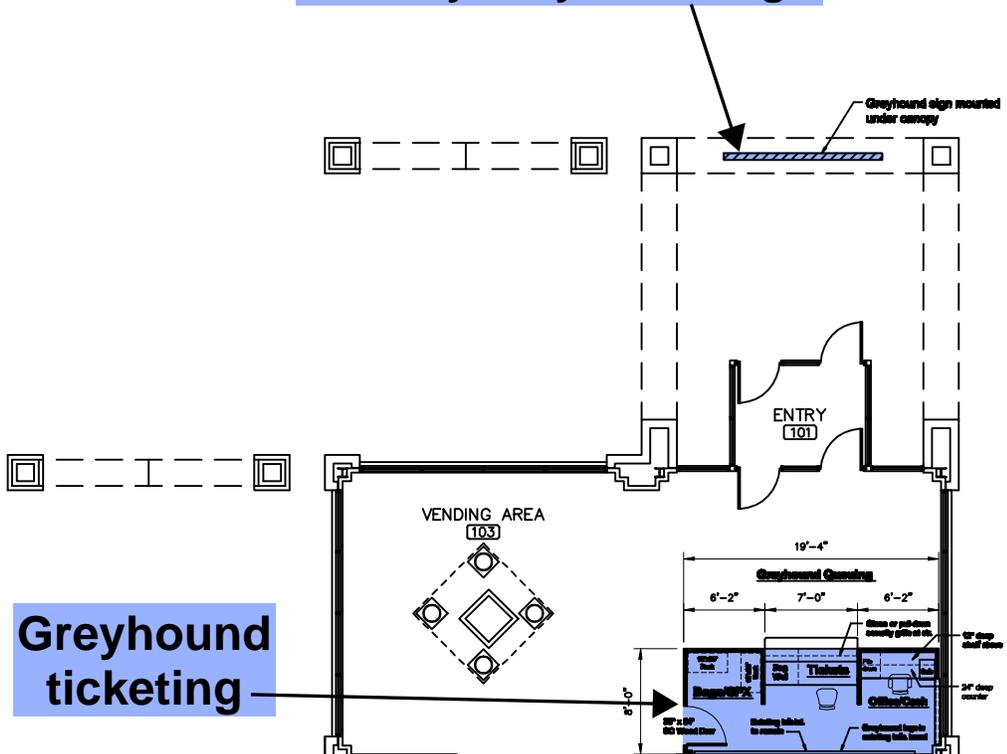
Proposed Location



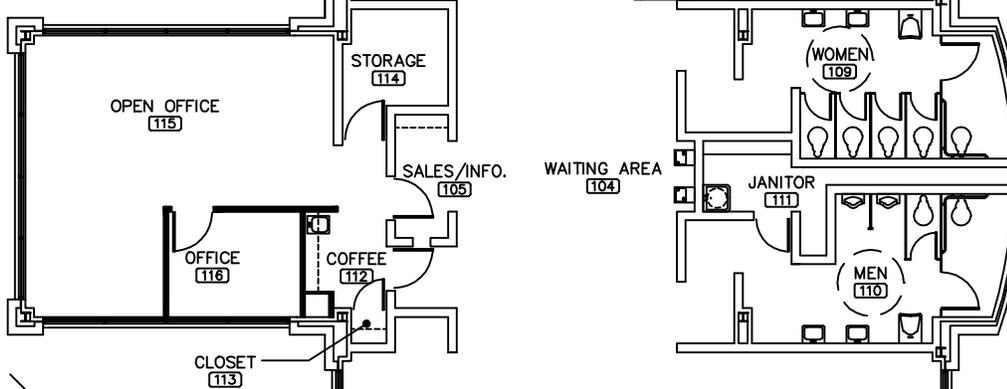
Wichita Intermodal Concept

7-27-15

Primary Greyhound Sign

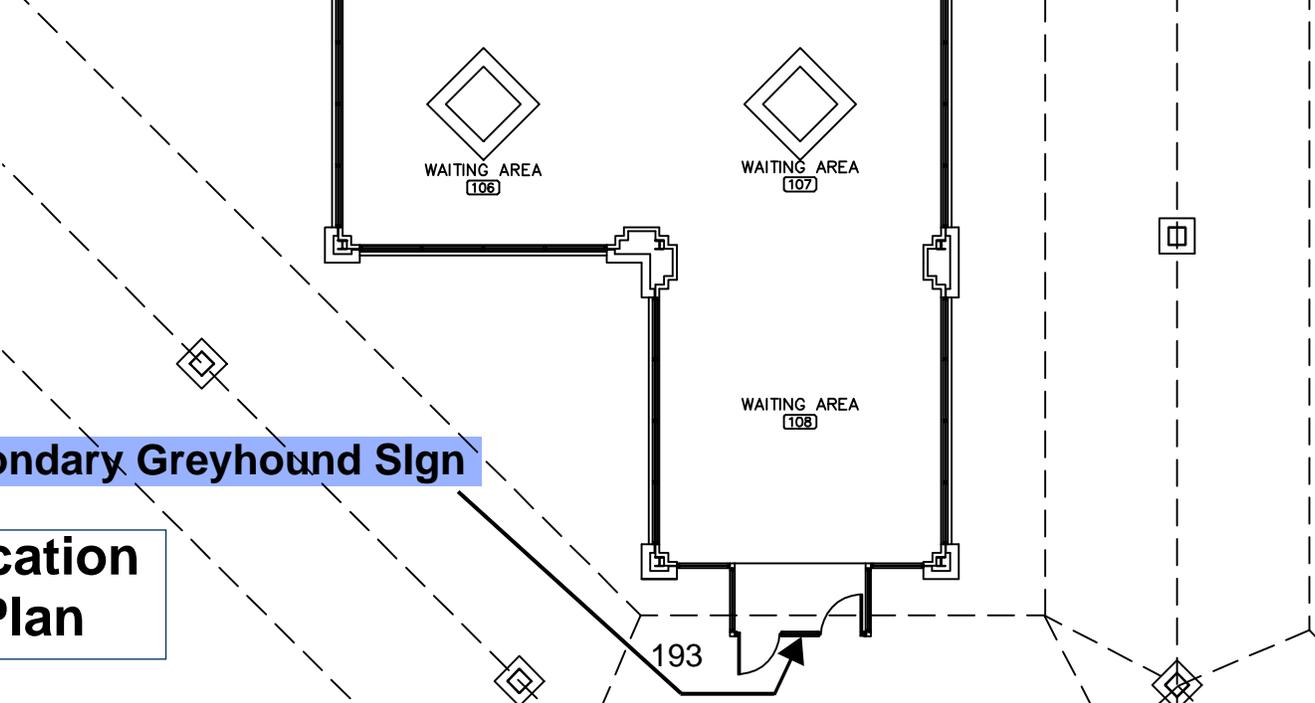


Greyhound ticketing

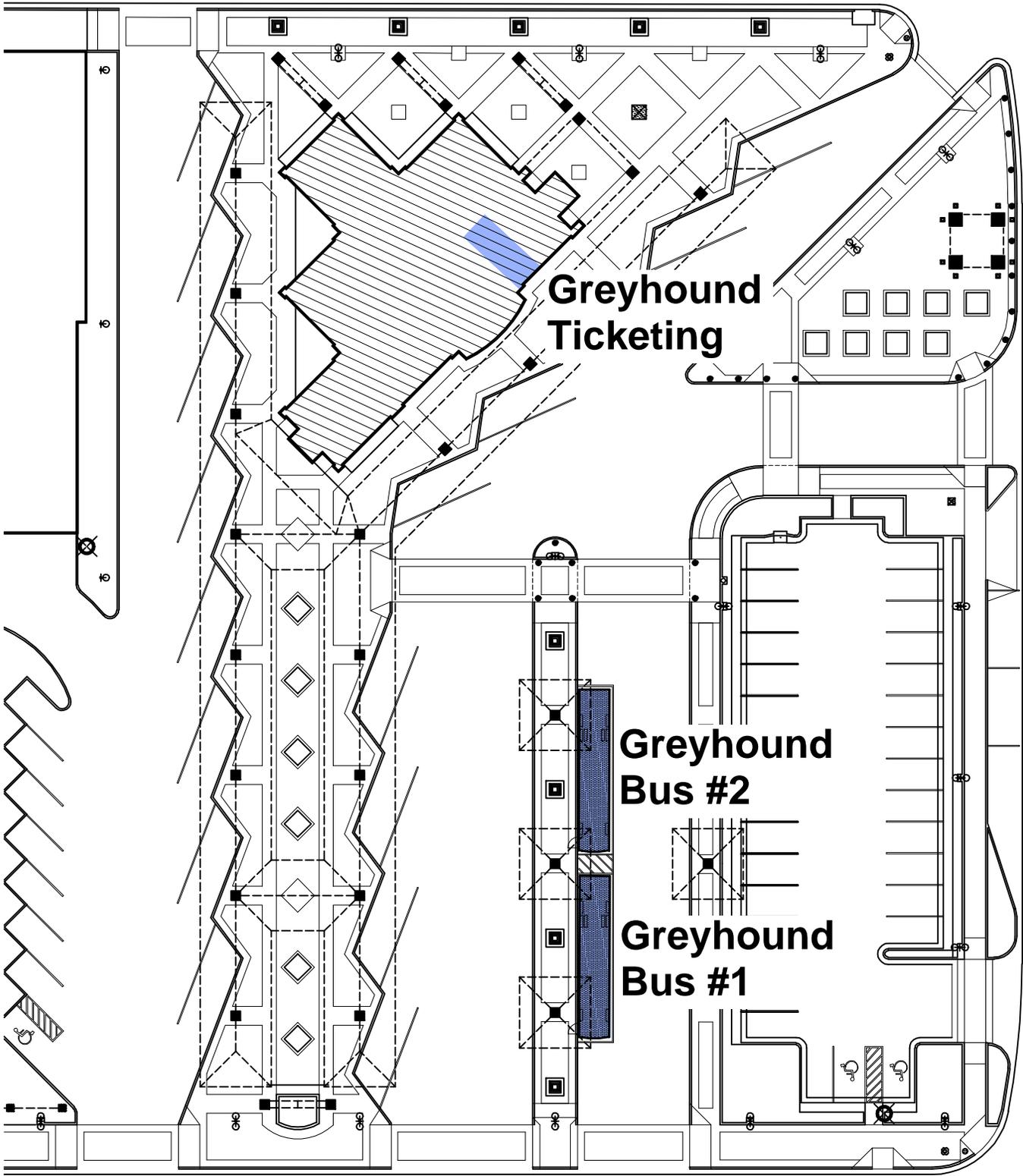


Secondary Greyhound Sign

Location Plan



T O P E K A S T R E E T



W I L L I A M S T R E E T

E M P O R I A S T R E E T

Second Reading Ordinances for December 15, 2015 (first read on December 8, 2015)

A. DER2015-00001 Community Investments Plan 2015-2035.

ORDINANCE NO.50-129

AN ORDINANCE ADOPTING THE COMMUNITY INVESTMENTS PLAN 2015-2035, DATED NOVEMBER 19, 2015, AS THE NEW WICHITA-SEDGWICK COUNTY COMPREHENSIVE PLAN.

B. Year End Salary and Classification Ordinances.

ORDINANCE NO. 50-130

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCE NO. 49-905.

ORDINANCE NO. 50-131

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 49-906

ORDINANCE NO. 50-132

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCES NO. 49-903.

ORDINANCE NO. 50-133

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO 49-904.

C. Ordinance Appropriating the 2016 Budget; Ratifying the Payment of Claims Against the 2015 Budget.

ORDINANCE NO. 50-134

AN ORDINANCE APPROPRIATING THE AMOUNTS SET UP IN EACH FUND IN THE BUDGET; PROVIDING FOR THE PAYMENT OF ALL CLAIMS AND CHARGES AGAINST THE ACCOUNTS PROVIDED FOR THEREIN; AND APPROVING AND RATIFYING THE PAYMENT OF ALL CLAIMS AGAINST THE ACCOUNTS.

D. Water and Sewer Rate Increases.

ORDINANCE NO. 50-135

AN ORDINANCE AMENDING SECTION 17.12.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE, AND REPEALING THE ORIGINAL OF SAID SECTION.

ORDINANCE NO. 50-136

AN ORDINANCE AMENDING SECTION 16.14.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, RELATING TO THE SCHEDULE OF RATES FOR USERS OF THE SANITARY SEWER SYSTEM, AND REPEALING THE ORIGINAL OF SAID SECTION.

Petition for sewer, water and paving improvements.

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petition, Restrictive Covenants, Restrictive Covenant for Zoning Restriction, Access Easement for Emergency Ingress and Egress, Public Street, Utility and Drainage Easement and Resolutions as to form and the documents will be recorded with the Register of Deeds.

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

Attachments: Certificate of Petition.
Restrictive Covenants.
Restrictive Covenant for Zoning Restriction.
Access Easement for Emergency Ingress and Egress.
Public Street, Utility and Drainage Easement.
Resolutions.

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, Cornejo & Sons, LLC, a Kansas limited liability company, owners of PEARL BEACH, an Addition to Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Sanitary Sewer Main Improvements
3. Water Improvements
4. Paving Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Pearl Beach, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 23rd day of November, 2015.

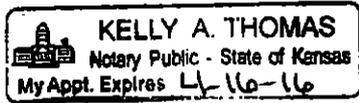
Cornejo & Sons, LLC

By: 
Steve Lawler, Vice-President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 23rd day of November, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Steve Lawler as Vice-President of Cornejo & Sons, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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



Kelly A. Thomas
Notary Public

(My Appointment Expires: 4-16-16)

Approved as to form:

Jennifer Magana
Jennifer Magana, City Attorney and Director of Law

RESTRICTIVE COVENANT

THIS DECLARATION made this 23rd day of November, 2015, by Cornejo & Sons, LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

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

PEARL BEACH
Lots 11 through 31, Block B

WHEREAS, the Declarant is desirous in connection therewith that various restrictions be placed of record on the 15 foot street, drainage and utility easement.

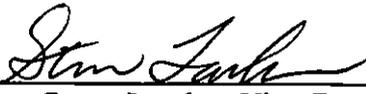
NOW, THEREFORE, Declarant hereby declares and covenants that retaining walls, change of grade, fences, earth berms, and mass plantings shall be prohibited within the said easement. Furthermore, the Declarant hereby agrees that any planting within the said easement shall be reviewed by the City Forestry Division, prior to installation.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land, and is binding on all successors in title to all Lots, as platted in said Pearl Beach, an Addition to Wichita, Sedgwick County, Kansas.

EXECUTED the date and year first above written.

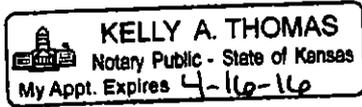
Cornejo & Sons, LLC

By: 
Steve Lawler, Vice-President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 23rd day of November, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Steve Lawler as Vice-President of Cornejo & Sons, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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



Kelly A. Thomas
Notary Public

(My Appointment Expires: 4-16-16)

Approved as to form:

Jennifer Magana
Jennifer Magana, City Attorney and Director of Law

RESTRICTIVE COVENANT

THIS DECLARATION made this 23rd day of November, 2015, by Cornejo & Sons, LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

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

PEARL BEACH

Lots 1 through 33, Block A
Lots 1 through 31, Block B

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", and "K" Pearl Beach, an Addition to Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. Reserves "A", "B", "C", and "K" are hereby reserved for open space, landscaping, drainage purposes, entry monuments, utilities, and streets.

Reserve "D", "E", "F", and "G" are hereby reserved for open space, landscaping, berms, drainage purposes, entry monuments, waterlines as confined to easement, and utilities as confined to easements.

Reserve "H" is hereby reserved for open space, landscaping, berms, drainage purposes, and utilities as confined to easements.

Reserve "I" is hereby reserved for open space, landscaping, berms, drainage purposes, entry monuments, emergency access purposes as confined to easement, and utilities as confined to easement.

Reserve "J" is hereby reserved for open space, landscaping, berms, lakes, swimming pools and related facilities, parking, recreational water activities and related appurtenances, boat docks and ramps, playgrounds, drainage purposes, sidewalks, hike and bike trails, recreational areas, gazebos, and utilities as confined to easements.

Reserves "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", and "K" shall be owned and maintained by the homeowners association for the addition.

2. That a Homeowner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes, at the Declarant's sole cost. Reserves "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", and "K", as designated on the plat of Pearl Beach, an Addition to Wichita, Sedgwick County, Kansas, shall be deeded to the Homeowner's Association upon its incorporation or within 30 days thereafter.
3. That the declaration of covenants and other provisions of the Homeowner's Association being formed shall provide specific pertinent language requiring that the Homeowner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", and "K", to Pearl Beach, an Addition to Wichita, Sedgwick County, Kansas under the same scope of responsibility as the initial phase of development.
4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:
 - A. That the Declarant or the Homeowners Association, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.
and,
 - B. That the appropriate governing body has given written notice to the Declarant or the Homeowners Association and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Homeowners Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in Pearl Beach, an Addition to Wichita, Sedgwick County, Kansas, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors of Lots in Pearl Beach, an Addition to Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

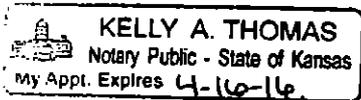
Cornejo & Sons, LLC

By: Steve Lawler
Steve Lawler, Vice-President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 23rd day of November, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Steve Lawler as Vice-President of Cornejo & Sons, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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



Kelly A. Thomas
Notary Public

(My Appointment Expires: 4-16-16)

Approved as to form:

Jennifer Magana
Jennifer Magana, City Attorney and Director of Law

**RESTRICTIVE COVENANT
FOR ZONING RESTRICTION**

THIS DECLARATION made this 23rd day of November, 2015, by Cornejo & Sons, LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

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

PEARL BEACH
Lots 9 through 18, Block A
Lots 22 and 23, Block A

and

WHEREAS, part of the afore-described real property is presently zoned "LC" Limited Commercial zoning district and is proposed as residential lots in said Pearl Beach, an Addition to Wichita, Sedgwick County, Kansas.

and

WHEREAS, the Declarant has voluntarily chosen to impose restrictions upon the subject property in order to guarantee that the use and maintenance of the property will be harmonious with the neighboring lots in the Pearl Beach, an Addition to Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, the Declarant, does hereby restrict the above described real property to the following uses.

1. All and only uses allowed in the "SF-5" Single Family Zoning District.

This restriction shall not be altered, amended or terminated without a public hearing before the Wichita-Sedgwick County Planning Commission and the appropriate governing body. Notice of such hearings shall be given as would be required by law for a zoning change on the property. This restriction shall become null and void upon the approval of a zone change to "SF-5" Single Family by the City Council of the City of Wichita, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title for the above described Lots located in Pearl Beach, an Addition to Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written.

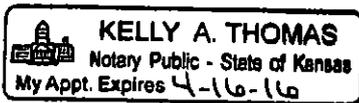
Cornejo & Sons, LLC

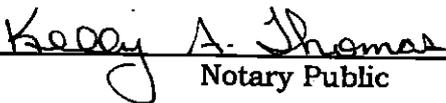
By: 
Steve Lawler, Vice-President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 23rd day of November, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Steve Lawler as Vice-President of Cornejo & Sons, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

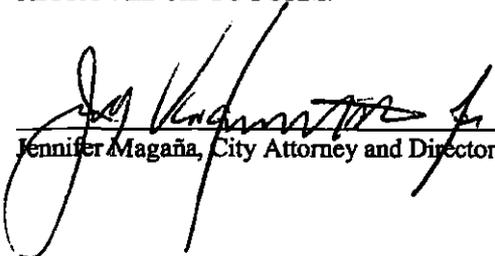
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.




Notary Public

(My Appointment Expires: 4-16-16)

APPROVED AS TO FORM:


Jennifer Magaña, City Attorney and Director of Law

**ACCESS EASEMENT FOR
EMERGENCY INGRESS AND EGRESS**

THIS EASEMENT made this 23rd day of November, 2015, by and between Cornejo & Sons, LLC, a Kansas limited liability company, of the first part and the City of Wichita, Kansas, of the second part.

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

A 30 foot wide emergency access easement located at the south end of Wavecrest Cir, as shown on the plat for Pearl Beach, an Addition to Wichita, Sedgwick County Kansas, more particularly described as:

That part of Reserve "I", Pearl Beach, an Addition to Wichita, Sedgwick County, Kansas described as follows: Commencing at the southeast corner of said Reserve "I"; thence N90°00'00"W along the south line of said Reserve "I", 22.00 feet for a point of beginning; thence continuing N90°00'00"W along the south line of said Reserve "I", 30.00 feet to the most southerly southwest corner of said Reserve "I"; thence N00°38'02"W along the west line of said Reserve "I", 156.43 feet to a deflection corner in said west line, said deflection corner also being a point on a non-tangent curve to the left in the south right-of-way line of Wavecrest Cir. as dedicated in said Pearl Beach; thence easterly and northeasterly along said curve, through a central angle of 51°17'14" and having a radius of 40.00 feet, an arc distance of 35.81 feet, (having a chord length of 34.62 feet bearing N59°25'16"E), to a point 22.00 feet normally distant west of the east line of said Reserve "I"; thence S00°38'02"E parallel with the east line of said Reserve "I", 174.04 feet to the point of beginning.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, maintaining, and repairing such emergency ingress and egress easement.

This easement shall be binding on the owner(s), their heirs or successors, or assigns and is an easement running with the land and is binding on all successors in title for the above-described tracts located in Sedgwick County, Kansas.

This easement shall become null and void upon the dedication of a public right-of-way and construction of said street within Reserve "I" as platted in Pearl Beach, an Addition to Wichita, Sedgwick County Kansas.

EXECUTED the day and year first written above.

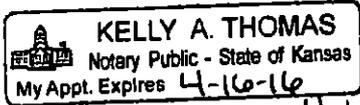
Cornejo & Sons, LLC

By: Steve Lawler
Steve Lawler, Vice-President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 23rd day of November, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Steve Lawler as Vice-President of Cornejo & Sons, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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



(My Appointment Expires: 4-16-16)

Kelly A. Thomas
Notary Public

Approved as to form:

Jennifer Magana
Jennifer Magana, City Attorney and Director of Law

PUBLIC STREET, UTILITY AND DRAINAGE EASEMENT

THIS EASEMENT made this 23rd day of November, 2015, by and between Cornejo & Sons, LLC, a Kansas limited liability company, of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first parties, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party right-of-way and easement for the purpose of construction and maintenance of a public street, sidewalks, utilities, and drainage along and under the following described real estate situated in Sedgwick, County, Kansas, to wit:

A 20.00 foot wide tract of land in Government Lot 3 and the Southeast Quarter of the Northwest Quarter of Section 2, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Beginning at a deflection corner in the west line of Reserve "I", Pearl Beach, an Addition to Wichita, Sedgwick County, Kansas, said deflection corner also being a point on a curve to the right in the south right-of-way line of Wavecrest Cir. as dedicated in said Pearl Beach; thence westerly, northwesterly, and northerly along said curve, through a central angle of 102°25'55" and having a radius of 40.00 feet, an arc distance of 71.51 feet, (having a chord length of 62.36 feet bearing N43°43'09"W), to the southeast corner of Lot 31, Block B, in said Pearl Beach; thence N63°56'40"W along the south line of said Lot 31, 20.71 feet to a point 20.00 feet normally distant westerly of the west right-of-way line of said Wavecrest Cir.; thence southerly, southeasterly, and easterly parallel with the west and south right-of-way line of said Wavecrest Cir., being a curve to the left, through a central angle of 107°18'19" and having a radius of 60.00 feet, an arc distance of 112.37 feet, (having a chord length of 96.65 feet bearing S39°50'51"E), to the intersection with the west line of said Reserve "I"; thence N00°38'02"W along the west line of said Reserve "I", 20.04 feet to the point of beginning.

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

This easement shall be binding on the owner(s), their heirs or successors, or assigns and is an easement running with the land and is binding on all successors in title for the above-described tracts located in Sedgwick County, Kansas.

EXECUTED the day and year first written.

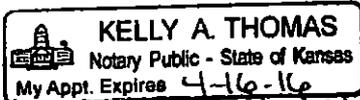
Cornejo & Sons, LLC

By: Steve Lawler
Steve Lawler, Vice-President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 23rd day of November, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Steve Lawler as Vice-President of Cornejo & Sons, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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



(My Appointment Expires: 4-16-16)

Kelly A. Thomas
Notary Public

Approved as to form:

Jennifer Magana
Jennifer Magana, City Attorney and Director of Law

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

RESOLUTION NO. _____

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 – PEARL BEACH ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF HOOVER) (472-85252).

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 Pearl Beach Street from Hoover Road east to the west line Curtis Street and on Curtis Street from the south line of Reserve D, north to 29th Street North with medians and 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 with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

That sidewalk be construction on one side of Pearl Beach Street and Curtis Street with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

And

Construction of pavement on Gulf Breeze Street from the south line of Reserve E, north to Pearl Beach Street; on Gulf Breeze Street from the north line Pearl Beach Street north to the east line of Gulf Breeze Court; on Gulf Breeze Circle from the north line of Pearl Beach Street, east to and including the cul-de-sac; on Gulf Breeze Court from the north line of Gulf Breeze Street north to and including the cul-de-sac to serve Lots 11 through 15, Block A; on Gulf Breeze Court from the south line of Gulf Breeze Street south to and including the cul-de-sac to serve Lots 16 through 23, Block A; and on Wavecrest Circle from the east line of Curtis Street east to the south line of Lot 21, Block B, 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 with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Million Five Hundred Nineteen Thousand Dollars (\$1,519,000,000)**, 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:

PEARL BEACH ADDITION

Lots 1 through 33, Block A

Lots 1 through 21, Block B

(d) The method of assessment is: **equally per lot (54 lots).**

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

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

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **99.04%** to be assessed against the Improvement District and **0.96%** 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 _____.

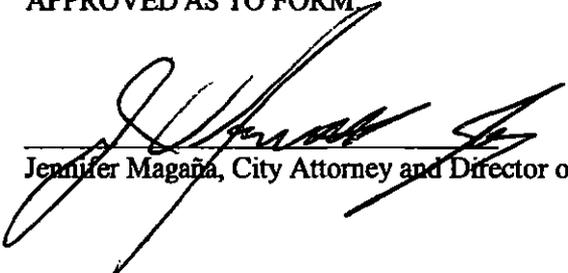
(SEAL)

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 _____)

RESOLUTION NO. _____

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 – PEARL BEACH ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF HOOVER) (472-85253).

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 Wavecrest Circle from the south line of Lot 21, Block B, south to and including the cul-de-sac to serve Lots 22 through 31, Block B, 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 with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas (the "Improvements).

(b) The estimated or probable cost of the Improvements is **Two Hundred Eighty-Two Thousand Dollars (\$282,000)**, 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:

PEARL BEACH ADDITION
Lots 22 through 31, Block B

(d) The method of assessment is: **equally per lot (10 lots).**

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

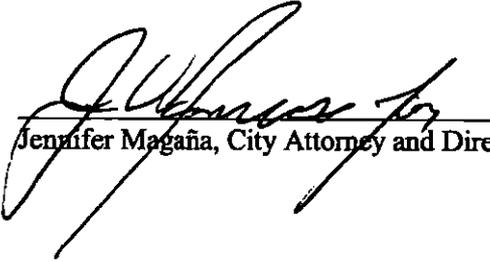
(SEAL)

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 _____)

RESOLUTION NO. _____

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 550, SOUTHWEST INTERCEPTOR SEWER – PEARL BEACH ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF HOOVER) (468-85087).

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

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

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

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

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

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

(b) The estimated or probable cost of the Improvements is **Seven Hundred Eighteen Thousand Dollars (\$718,000)**, 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:

PEARL BEACH ADDITION

Lots 1 through 33, Block A

Lots 1 through 21, Block B

(d) The method of assessment is: **equally per lot (54 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 _____.

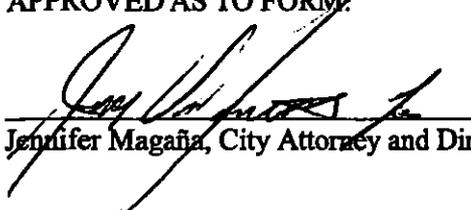
(SEAL)

ATTEST:

Jeff Longwell, Mayor

Karen Sublett, City Clerk

APPROVED AS TO FORM:



Jennifer Magaña, City Attorney and Director of Law

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

RESOLUTION NO. _____

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 551, SOUTHWEST INTERCEPTOR SEWER – PEARL BEACH ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF HOOVER) (468-85088).

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

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

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

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

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

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

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

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

(b) The estimated or probable cost of the Improvements is **Two Hundred Twenty-Nine Thousand Dollars (\$229,000)**, 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:

PEARL BEACH ADDITION
Lots 22 through 31, Block B

- (d) The method of assessment is: **equally per lot (10 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.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed sewer main improvements that benefit the property within the proposed Improvement District. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$7,060** assessed equally among all property within the proposed Improvement District **equally per lot (10 lots).**

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 _____.

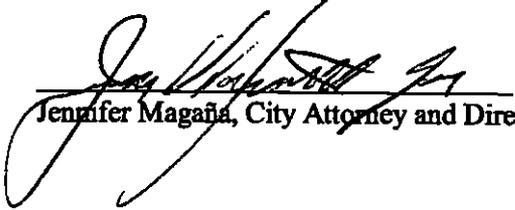
(SEAL)

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 _____)

RESOLUTION NO. _____

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 - PEARL BEACH ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF HOOVER) (448-90702).

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

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

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

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

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

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

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

Construction of a 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 **Two Hundred Seventeen Thousand Dollars (\$217,000)**, 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:

PEARL BEACH ADDITION

Lots 1 through 33, Block A

Lots 1 through 21, Block B

(d) The method of assessment is: **equally per lot (54 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.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$34,654** assessed equally among all property within the proposed Improvement District equally at **per lot (54 Lots).**

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 _____.

(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 _____)

RESOLUTION NO. _____

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 - PEARL BEACH ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF HOOVER) (448-90703).

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

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

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

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

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

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

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

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

(b) The estimated or probable cost of the Improvements is **Fifty-Four Thousand Dollars (\$54,000)**, 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:

PEARL BEACH ADDITION
Lots 22 through 31, Block B

(d) The method of assessment is: **equally per lot (10 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.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within the proposed Improvement District. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$5,393** assessed equally among all property within the proposed Improvement District **equally per lot (10 lots).**

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 _____.

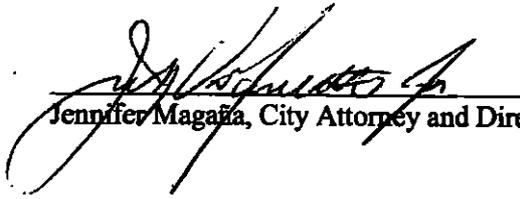
(SEAL)

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 December 24, 2015)

RESOLUTION NO. 15-392

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 – PEARL BEACH ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF HOOVER) (472-85252).

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 Pearl Beach Street from Hoover Road east to the west line Curtis Street and on Curtis Street from the south line of Reserve D, north to 29th Street North with medians and 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 with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

That sidewalk be construction on one side of Pearl Beach Street and Curtis Street with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

And

Construction of pavement on Gulf Breeze Street from the south line of Reserve E, north to Pearl Beach Street; on Gulf Breeze Street from the north line Pearl Beach Street north to the east line of Gulf Breeze Court; on Gulf Breeze Circle from the north line of Pearl Beach Street, east to and including the cul-de-sac; on Gulf Breeze Court from the north line of Gulf Breeze Street north to and including the cul-de-sac to serve Lots 11 through 15, Block A; on Gulf Breeze Court from the south line of Gulf Breeze Street south to and including the cul-de-sac to serve Lots 16 through 23, Block A; and on Wavecrest Circle from the east line of Curtis Street east to the south line of Lot 21, Block B, 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 with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Million Five Hundred Nineteen Thousand Dollars (\$1,519,000,000)**, 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:

PEARL BEACH ADDITION

Lots 1 through 33, Block A

Lots 1 through 21, Block B

(d) The method of assessment is: **equally per lot (54 lots).**

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

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

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **99.04%** to be assessed against the Improvement District and **0.96%** 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 December 22, 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 December 24, 2015)

RESOLUTION NO. 15-393

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 – PEARL BEACH ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF HOOVER) (472-85253).

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 Wavecrest Circle from the south line of Lot 21, Block B, south to and including the cul-de-sac to serve Lots 22 through 31, Block B, 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 with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas (the "Improvements).

(b) The estimated or probable cost of the Improvements is **Two Hundred Eighty-Two Thousand Dollars (\$282,000)**, 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:

PEARL BEACH ADDITION

Lots 22 through 31, Block B

(d) The method of assessment is: **equally per lot (10 lots).**

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on December 22, 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 December 24, 2015)

RESOLUTION NO. 15-394

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 550, SOUTHWEST INTERCEPTOR SEWER – PEARL BEACH ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF HOOVER) (468-85087).

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

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

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

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

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

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

(b) The estimated or probable cost of the Improvements is **Seven Hundred Eighteen Thousand Dollars (\$718,000)**, 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:

PEARL BEACH ADDITION

Lots 1 through 33, Block A

Lots 1 through 21, Block B

(d) The method of assessment is: **equally per lot (54 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 December 22, 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 December 24, 2015)

RESOLUTION NO. 15-395

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 551, SOUTHWEST INTERCEPTOR SEWER – PEARL BEACH ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF HOOVER) (468-85088).

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

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

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

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

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

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

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

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

(b) The estimated or probable cost of the Improvements is **Two Hundred Twenty-Nine Thousand Dollars (\$229,000)**, 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:

PEARL BEACH ADDITION

Lots 22 through 31, Block B

- (d) The method of assessment is: **equally per lot (10 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.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed sewer main improvements that benefit the property within the proposed Improvement District. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$7,060** assessed equally among all property within the proposed Improvement District **equally per lot (10 lots).**

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 December 24, 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 December 24, 2015)

RESOLUTION NO. 15-396

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 – PEARL BEACH ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF HOOVER) (448-90702).

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

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

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

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

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

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

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

Construction of a 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 **Two Hundred Seventeen Thousand Dollars (\$217,000)**, 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:

PEARL BEACH ADDITION

Lots 1 through 33, Block A

Lots 1 through 21, Block B

(d) The method of assessment is: **equally per lot (54 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.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$34,654** assessed equally among all property within the proposed Improvement District equally at **per lot (54 Lots).**

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 December 22, 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 December 24, 2015)

RESOLUTION NO. 15-397

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 – PEARL BEACH ADDITION/SOUTH OF 37TH STREET NORTH, EAST OF HOOVER) (448-90703).

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

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

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

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

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

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

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

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

(b) The estimated or probable cost of the Improvements is **Fifty-Four Thousand Dollars (\$54,000)**, 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:

PEARL BEACH ADDITION

Lots 22 through 31, Block B

(d) The method of assessment is: **equally per lot (10 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.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within the proposed Improvement District. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$5,393** assessed equally among all property within the proposed Improvement District **equally per lot (10 lots).**

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 December 22, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

Legal Considerations: The Law Department has reviewed and approved the Restrictive Covenant and No Protest Agreement for Future Sewer Extension as to form and the documents will be recorded with the Register of Deeds.

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

Attachments: Restrictive Covenant.
No Protest Agreement for Future Sewer Extension.

RESTRICTIVE COVENANT

This covenant, executed this 16th day of Nov., 2015.

W I T N E S S E T H: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as Oatville Elementary Addition, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by The City of Wichita regarding ownership and maintenance of reserves, and providing for the maintenance of drainage reserves being platted.

NOW, THEREFORE, the undersigned does hereby subject Oatville Elementary Addition, an addition to Wichita, Sedgwick County, Kansas, to have the following covenants and restrictions.

1. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
2. The owners of the reserves shall bear the cost of any repair or replacement of improvements within said reserves resulting from street construction, repair or maintenance.
3. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.
4. In the event that the Undersigned or the association, its' successors or assigns, shall fail at any time to maintain the Reserves dedicated for Drainage or fail in any manner to fulfill their obligation relating to the Reserves dedicated for Drainage, City of Wichita may serve a written Notice of Delinquency upon the Undersigned or the Association setting forth the manner in which the Undersigned or the Association has failed to fulfill its' obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Undersigned or the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent the Reserves dedicated for Drainage from becoming a nuisance, may enter upon said Reserves dedicated for Drainage and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Undersigned or the Association may be assessed against the Reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserves. Should the Undersigned or the Association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty-day period to be provided in said Notice, apply for a hearing before the City Council to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

NO PROTEST AGREEMENT FOR FUTURE SEWER EXTENSION

This Agreement made and entered into this 16th day of Nov., 2015 by and between the City of Wichita, Kansas, party of the first part (hereinafter "City") and Unified School District #261 of Sedgwick County, Owner(s), party of the second part (hereinafter "Owner(s)")

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner(s) and property owned by others; and

WHEREAS, Owner(s) desire to have certain improvements to their property; Owner(s) [is/are] the owner(s) of real property legally described as:

Lot 1, Block 1, Oatville Elementary Addition
and

WHEREAS, the City wishes to insure that the said real property owned by Owner(s) will be included in the improvement district responsible for that portion of the costs of said future improvements that are to be assessed pursuant to the provision of K.S.A. 12-6a01 et seq.

NOW THEREFORE, the parties hereto agree as follows:

1. City shall grant [Owner's/Owners'] request for subject plat to said real property, without making necessary the submittal of petitions for sanitary sewer improvements to serve said property.
2. Owner(s), on [his/her/its/their] own behalf and on behalf of [his/her/its/their] heirs, assigns and successors in interest, irrevocably waive(s) [his/her/its/their] right, pursuant to K.S.A. 12-6a01, to protest the commencement of the construction and subsequent assessment for costs of a sanitary sewer extension undertaken by the City, but nothing contained herein shall be deemed to be a waiver by Owner(s) of [his/her/its/their] right to challenge, pursuant to K.S.A. 12-6a11 the reasonableness of the portion of the cost of said construction assessed against [Owner's/Owners'] said real property.

A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owner(s) shall constitute covenants running with the land described herein.

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

I/We, Unified School District #261 of Sedgwick County, owner(s) of Lot 1, Block 1, Oatville Elementary Addition, do hereby certify that the No Protest Agreement for future extension of sanitary sewer improvements has been submitted to the City Council of the City of Wichita, Kansas.

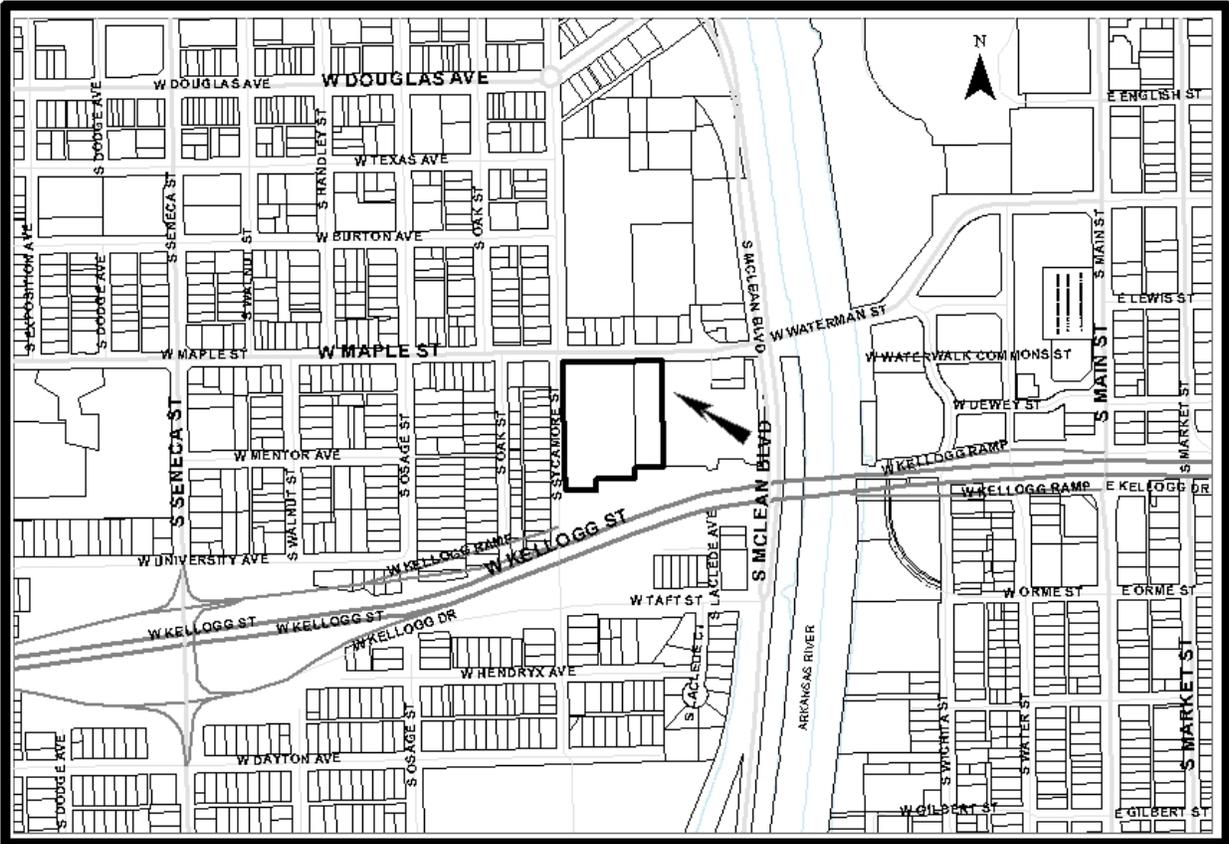
City of Wichita
City Council Meeting
December 22, 2015

TO: Mayor and City Council
SUBJECT: PUD2015-00005 – Zone Change from GC General Commercial to Planned Unit Development #48 on Property Generally Locate on the Southeast Corner of Maple Street and Sycamore Street (District IV)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

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

DAB Recommendation: District Advisory Board IV recommended approval of the request (6-0).

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



Background: The applicants propose replacing the existing GC General Commercial (GC) zoning on this platted property with the proposed PUD #48, The Wichita Ice Center Planned Unit Development (PUD), see the attached PUD document. The applicant's 5.7-acre site is developed with the Wichita Ice Center building and associated parking, the applicants do not anticipate any additional development on the site or changes in use. The requested PUD would allow all uses permitted under the GC zoning district, except for Adult Entertainment, Vehicle Sales, Vehicle Repair and Night Clubs. All uses would be subject to the development standards of the GC zoning district. The applicants propose signage that differs from the Sign Code under GC zoning and differs from the Delano Neighborhood Design Guidelines. Specifically, the PUD request that the Kellogg Expressway frontage be permitted 3 signs with a maximum size of 475 square feet per sign, with the total sign area not to exceed 475 square feet. The Kellogg frontage would be permitted a 55-foot height for one sign; signs along the Kellogg frontage could be Electronic Message Board signs with full movement. Building signs within the PUD could be 40% of building elevations with no sign to exceed 400 square feet. Proposed building height is 50 feet, the existing GC zoning would permit 80-foot building heights. Proposed building coverage is 30% with a 35 % floor-area-ratio. Parking is to be provided per the code. Proposed landscaping is per City Code, with the existing landscaping considered meeting this requirement.

The application area is located in the southeast corner of the Delano Neighborhood. The site is located within the boundaries of the Delano Neighborhood Plan (adopted in 2001) and the Project Downtown Plan (adopted in 2010). North of the application area is the GC and LC Limited Commercial (LC) zoned Lawrence-Dumont baseball field and associated parking. South of the site is the elevated Kellogg Expressway. East of the site is an LC zoned hotel/apartment development. West of the site, across Sycamore, are single-family residences in a mixture of SF-5 Single-family Residential (SF-5), TF-3 Two-family Residential (TF-3), and MF-18 Multi-family Residential (MF-18) zoning. Also west of the site, at the southwest corner of Sycamore and Maple is a GC zoned commercial building.

Planned Unit Development zoning is a special purpose zoning district that is intended to encourage innovative land planning and design and can be used to reduce or eliminate inflexibility that can sometimes result from strict application of the basic requirements of individual zoning districts; allows greater freedom in selecting the means to provide light, air and open space to projects; allows development to take advantage of special site characteristics or land uses and allows for deviation from certain zoning standards that would otherwise apply if not contrary to the general spirit and intent of the zoning code.

Analysis: On November 19, 2015, the Metropolitan Area Planning Commission (MAPC) approved (13-0) the application subject to the following conditions:

- A. Amend General Provision #5 to add "flashing or moving signs, to include full-movement LED signs, are permitted along the Kellogg frontage only."
- B. Amend General Provision #5B to add screening to the backside of "V" shaped signs.
- C. Amend General Provision #5C to limit sign rights to 295 square feet and individual sign size to 50 square feet along Sycamore.
- D. Amend General Provision #5D to add "sign spacing shall follow sign code."

On November 9, 2015, the Delano Advisory Committee reviewed the application and approved it 5-0 with a recommendation for screening on the back-side of "V" shaped pole signs.

On December 7, 2015, District Advisory Board (DAB) IV reviewed the application and approved it 6-0.

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

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

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change subject to the MAPC recommended conditions and place the ordinance on the first reading (simple majority vote).

Attachments: PUD drawing, ordinance, MAPC and DAB minutes.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. PUD2015-00005

Zone change request from GC General Commercial (GC) to Planned Unit Development (PUD) #48 on property located on the southeast corner of Maple Street and Sycamore Street described as Lot 1, Block A, Wichita Ice Center Addition to Wichita, Sedgwick County, Kansas.

SECTION 2. That upon the taking effect of this ordinance, the above zoning change shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 5th day of January, 2016.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law



**INTEROFFICE
MEMORANDUM**

TO: City Council
FROM: Janet Johnson, Office of Community Engagement
SUBJECT: PUD2015-05 - Create PUD #48 the Wichita Ice Center Planned Unit Development
DATE: December 9, 2015

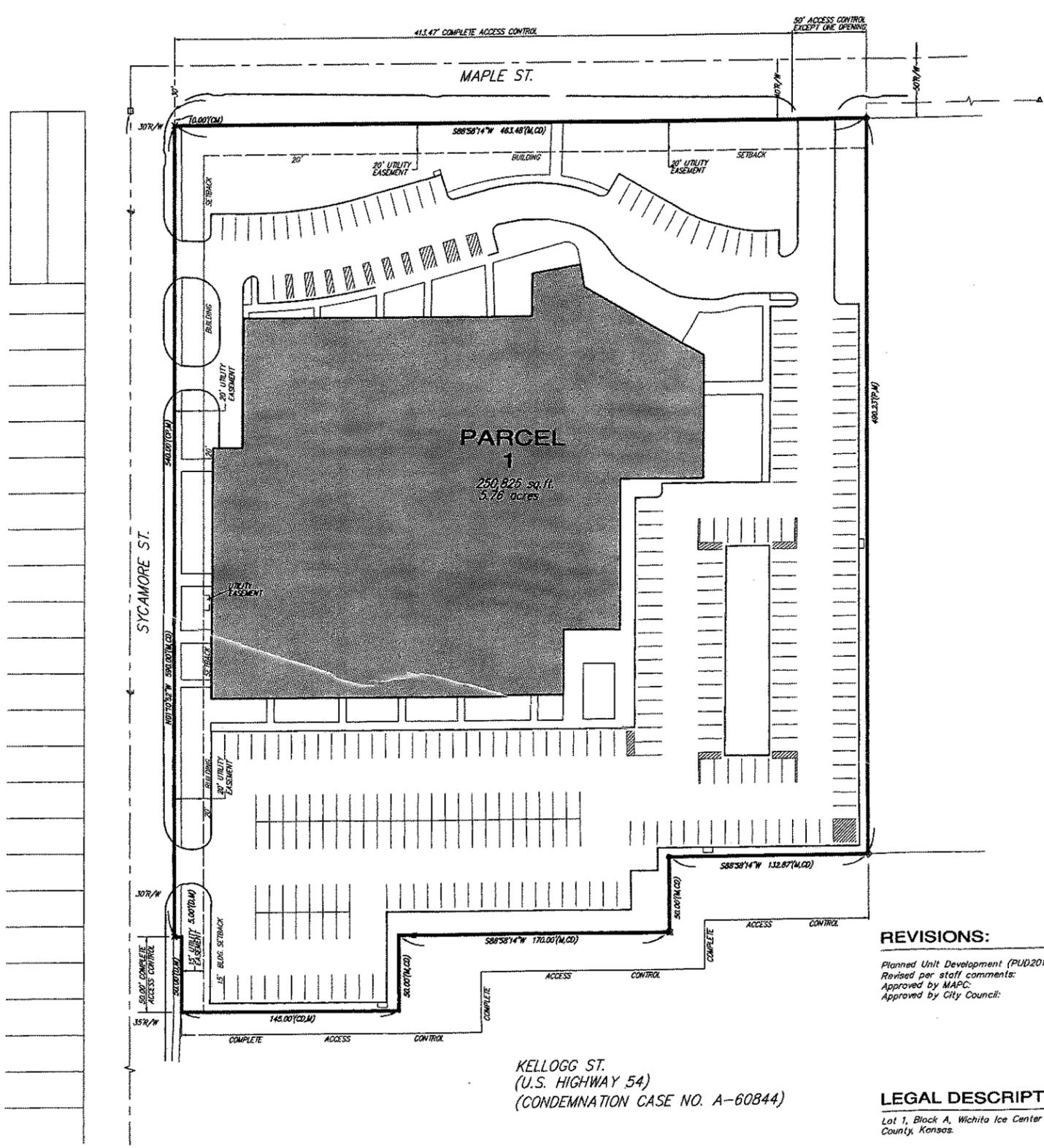
On Monday, December 7, 2015, the District IV Advisory Board considered a request to Create PUD #48 the Wichita Ice Center Planned Unit Development

There were no objections or concerns from the DAB members or the public.

Action Taken: Corby/Sewell made a motion to recommend approval subject to platting within one year.

Motion carried 6-0

WICHITA ICE CENTER PLANNED UNIT DEVELOPMENT PUD-??



GENERAL PROVISIONS:

1. Total Land Area: 250,825 sq. ft. ± or 5.76 acres
Total Gross Floor Area: 87,788.75 sq. ft.
Total Floor Area Ratio: 35 percent
2. Parking requirements shall be per the Wichita-Sedgwick County Unified Zoning Code, unless otherwise dictated by the PUD.
3. Setbacks are as indicated on the P.U.D. drawing.
4. A drainage plan has been developed for this subdivision and is on file with the City of Wichita, Kansas. Drainage intent shall remain as depicted or as modified with the approval of the City Engineer of the City of Wichita, Kansas. No obstructions which impede the flow of this drainage plan shall be allowed.
5. Signs shall be in accordance with City Sign Code for the "GC" General Commercial zoning district, with the following limitations:
 - A. Except as otherwise listed, signage shall be allowed per the Sign Code for the City of Wichita for signage allowed in General Commercial Zoning District.
 - B. Total Sign Rights along Kellogg Dr. allowed: 475 square feet. No sign shall be greater than 475 square feet. Sign spacing shall follow sign code. The gross surface area of a sign located along Kellogg shall be the sum of all surface areas of all the sign faces, except that ground or pole signs designed as double-faced signs, with both faces not to exceed a 20% "V" design and when the distance between the faces does not exceed five feet, then only one face of the sign shall be considered in determining the sign area. One sign along Kellogg shall be allowed a maximum height of 55 feet.
 - C. Total Sign Rights along Sycamore allowed: 425 square feet. No sign shall be greater than 200 square feet. Sign spacing shall follow sign code. Pole signs shall be allowed up to a maximum height 25 feet.
 - D. Total Sign Rights along Maple allowed: 370 square feet. No sign shall be greater than 300 square feet. Pole signs shall be allowed up to a maximum of 35 feet.
 - E. Illuminated building signs are allowed, provided that signs shall be limited in total area to forty percent of each building elevation, and no individual sign shall exceed four hundred square feet.
6. Parcel 1 shall be limited to those uses permitted by right in the "GC" General Commercial zoning district, except for the following: Adult Entertainment, Vehicle Sales, Vehicle Repair, or Night Clubs.
7. Uses are those permitted by the approved PUD, and are subject to the development standards of the "GC" General Commercial zoning district.
8. Access shall be as indicated on the Plan, and/or as approved during the platting process.
9. Landscaping requirements shall be per the Wichita-Sedgwick County Unified Zoning Code for commercial uses. Existing landscaping shall be considered as meeting this requirement. Screening around the perimeter of the PUD shall not be required.
10. The design layout shown on the plan illustrates only one development concept. Modifications to the location of improvements, building layout, and/or access locations may be permitted, provided they meet all requirements of this plan.
11. All applicable permits, licenses, inspections or change in use shall be obtained prior to occupancy.
12. Amendments, adjustments or interpretations to this P.U.D. shall be done in accordance with the Unified Zoning Code.
13. The Transfer of title of all or any portion of land included within the Planned Unit Development (or any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and be binding upon present owners, their successors and assigns.
14. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator or the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
15. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.

PARCEL 1

- A. Net Area: 250,825 sq. ft. ± or 5.76 acres ±
- B. Maximum Building Coverage: 75,247.5 sq. ft. or 30 percent
- C. Maximum Gross Floor Area: 87,788.75 sq. ft.
- D. Floor Area Ratio: 35 percent
- E. Maximum building height: 50 feet, except for any other structures exempt by the UZC.
- F. Setbacks: See Drawing
- G. Access Points: See Drawing
- H. Permitted Uses: See General Provision #6.

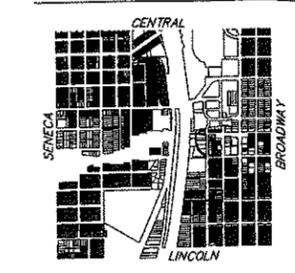
REVISIONS:

Planned Unit Development (PUD2015-??) Filed: September 4, 2015
 Revised per staff comments:
 Approved by MAPC:
 Approved by City Council:

LEGAL DESCRIPTION:

Lot 1, Block A, Wichita Ice Center Addition, Wichita, Sedgwick County, Kansas.

VICINITY MAP



SCALE: 1" = 40'

PUD-??

WICHITA ICE CENTER
PLANNED UNIT DEVELOPMENT



EXCERPT MINUTES OF THE NOVEMBER 19, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: PUD2015-00005 - City of Wichita, Wichita Ice Center (Applicant/Owner); and Ferris Consulting, c/o Greg Ferris (Agent) request a City zone change to a PUD Planned Unit Development for the Wichita Ice Center on property described as:

Lot 1, Block A, Wichita Ice Center Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicants propose replacing the existing GC General Commercial (GC) zoning on this platted property with the proposed PUD #48 Wichita Ice Center Planned Unit Development (PUD), see the attached PUD document. According to the Unified Zoning Code (UZC), a PUD is intended to:

- (1) Reduce or eliminate the inflexibility that sometimes results from strict application of zoning standards that were designed primarily for individual lots;
- (2) Allow greater freedom in selecting the means to provide access, light, open space and design amenities;
- (3) Promote quality urban design and environmentally sensitive development by allowing development to take advantage of special site characteristics, locations and land uses; and
- (4) Allow deviations from certain zoning standards that would otherwise apply if not contrary to the general spirit and intent of this Code.

The applicant's 5.7-acre site is developed with the Wichita Ice Center building and associated parking, the applicants do not anticipate any additional development on the site or changes in use. The requested PUD would allow all uses permitted under the GC zoning district, except for Adult Entertainment, Vehicle Sales, Vehicle Repair and Night Clubs. All uses would be subject to the development standards of the GC zoning district.

The applicants propose signage that differs from the Sign Code under GC zoning and differs from the Delano Neighborhood Design Guidelines. Those differences are detailed below:

Pole Signs:

Permitted under GC zoning:

Sycamore (local street) frontage - 4 signs, 50 square feet per sign, 295 square feet cumulative sign area, 25-foot-height.

Maple (arterial) frontage - 3 signs, 300 square feet per sign, 370 square feet cumulative sign area, 25-foot height.

Kellogg Expressway frontage - 3 signs, 300 square feet per sign, 370 square feet cumulative sign area, 25-foot height.

*Kellogg is elevated at this location, the Sign Code would allow an administrative adjustment to increase sign height to 20 feet above the elevated highway rail.

Delano Neighborhood Design Guidelines: 32 square feet per sign, 16-foot height, no flashing or moving signs.

Proposed under PUD #48:

Sycamore (local street) frontage - 4 signs, 200 square feet per sign, 425 square feet cumulative sign area, 25-foot height.

Maple (arterial) frontage - 3 signs, 300 square feet per sign, 370 square feet cumulative sign area, 35-foot height.

Kellogg Expressway frontage - 3 signs, 475 square feet per sign, 475 square feet cumulative sign area, 55-foot height for one sign.

Building Signs:

Permitted under GC zoning: 20% of building elevation.

Delano Neighborhood Design Guidelines: no additional size restrictions.

Proposed under PUD #48: 40% of building elevation, no sign to exceed 400 square feet.

Proposed building setbacks are 20 feet for the Maple and Sycamore frontages, with no rear or interior side setback required, consistent with code requirements in GC zoning. Proposed building height is 50 feet, the existing GC zoning would permit 80-foot building heights. Proposed building coverage is 30% with a 35 % floor-area-ratio Parking is to be provided per the code. Proposed landscaping is per City Code, with the existing landscaping considered meeting this requirement.

The application area is located in the southeast corner of the Delano Neighborhood. The site is located within the boundaries of the Delano Neighborhood Plan (adopted in 2001) and the Project Downtown Plan (adopted in 2010). North of the application area is the GC and LC Limited Commercial (LC) zoned Lawrence-Dumont baseball field and associated parking. South of the site is the elevated Kellogg Expressway. East of the site is an LC zoned hotel/apartment development. West of the site, across Sycamore, are single-family residences in a mixture of SF-5 Single-family Residential (SF-5), TF-3 Two-family Residential (TF-3), and MF-18 Multi-family Residential (MF-18) zoning. Also west of the site, at the southwest corner of Sycamore and Maple is a GC zoned commercial building.

CASE HISTORY: The property was re-platted as the Wichita Ice Center Addition in 2013. The property was re-zoned from LC and B Multi-family Residential (B) to GC in 2012. The Wichita Ice Center building was built in 1996.

ADJACENT ZONING AND LAND USE:

NORTH:	GC, LC	Baseball stadium, parking
SOUTH:	none	Kellogg Expressway
EAST:	LC	Hotel/apartment development
WEST:	GC, SF-5, TF-3, MF-18	Warehousing, single-family residences

PUBLIC SERVICES: The site has frontage along the elevated Kellogg Expressway with platted complete access control. The site has access to Maple Street, a five lane arterial with an 80-foot right of way (ROW). The site also has access to Sycamore Street, a three lane local street with a 60-foot ROW. All other utilities are available to the site.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Wichita-Sedgwick County Comprehensive Plan identifies this site and the adjacent baseball stadium as appropriate for “Major Institutional” uses. The Major Institutional category includes institutional facilities of a significant size and scale of operation and could include a range of such uses as government facilities, military bases, libraries, schools, cemeteries, churches, hospital and medical treatment facilities. The application area is within the Delano Neighborhood Overlay District, subject to the Delano Neighborhood Design Guidelines and therefore reviewed by the Delano Advisory Committee.

RECOMMENDATION: This request went before the Delano Advisory Committee on November 9th where it was approved 5-0. The committee discussed signage height and size, and “V” shaped signage screening of structural elements. Planning Staff notes that the proposed use is permitted under the existing GC zoning. The applicant’s proposed PUD will better unify development on the site than what would be permitted under GC zoning. Staff recommends several conditions to make the PUD consistent with the Zoning Code intent for a PUD and the Delano Design Guidelines. Based on information available prior to the public hearing, staff recommends the request be **APPROVED** subject to the following conditions:

- A. Amend General Provision #5B to add screening to the backside of “V” shaped signs.
- B. Amend General Provision #5C to limit sign rights to 295 square feet and individual sign size to 50 square feet along Sycamore.
- C. Amend General Provision #5D to add “sign spacing shall follow sign code.”

This recommendation is based on the following findings:

- (1) The zoning, uses and character of the neighborhood: The application area is located in the southeast corner of the Delano Neighborhood. The site is located within the boundaries of the Delano Neighborhood Plan and the Project Downtown Plan. North of the application area is the GC and LC zoned Lawrence-Dumont baseball field and associated parking. South of the site is the elevated Kellogg Expressway. East of the site is an LC zoned hotel/apartment development. West of the site, across Sycamore, are single-family residences in a mixture of SF-5, TF-3, and MF-18 zoning. Also west of the site, at the southwest corner of Sycamore and Maple is a GC zoned commercial building.
- (2) The suitability of the subject property for the uses to which it has been restricted: The site could be developed as currently zoned with the existing Ice Center and signage. The proposed PUD increases sign flexibility on the site.
- (3) Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed PUD signage along Kellogg will be visible from nearby properties, as any Kellogg frontage signage will be visible from nearby properties. Screening provisions should reduce the impact on surrounding properties.
- (4) Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The 2030 Wichita Functional Land Use Guide of the Wichita-Sedgwick County Comprehensive Plan identifies this site as appropriate for “Major Institutional” uses. The Major Institutional category includes institutional facilities of a significant size

and scale of operation and could include a range of such uses as government facilities, military bases, libraries, schools, cemeteries, churches, hospital and medical treatment facilities. The application area is within the Delano Neighborhood Overlay District, subject to the Delano Neighborhood Design Guidelines and therefore reviewed by the Delano Advisory Committee.

- (5) Impact of the proposed development on community facilities: The proposed PUD will have no additional impact on community facilities beyond the existing development.

JESS MCNEELY, Planning Staff presented the Staff Report. He referred to a hand out which amended the original staff recommendation to remove language prohibiting moving or flashing signs.

DAILEY clarified that the Delano Committee recommendation was just for this PUD.

MCNEELY said that was correct and added that under the Design Guidelines the Committee reviews development within the Delano Overlay.

FOSTER asked about doubling the allowances for sign areas. He asked if the full movement LED sign was only along Kellogg because the Staff Report didn't state that.

MCNEELY agreed that the PUD does not specifically state where the full movement LED signs can be located on the site. He suggested the Commission address that with the applicant.

FOSTER said he felt it would be appropriate to keep the full movement LED sign along Kellogg only.

GREG FERRIS, REPRESENTING GENESIS HEALTH CLUBS WHO IS THE OPERATOR OF THE WICHITA ICE CENTER said they have been working with the Park, Legal and Property Management Departments of the City as well as other departments to try to improve attendance at the Ice Center. He said when Genesis took over the operation the center was barely making it. However, since their investment usage and attendance has greatly increased. He said that has "flattened out" over the last year to year and a half. He said they are discovering that a lot of people don't know the Ice Center is there. He said they began exploring signage options along Kellogg and the movable LED signs would describe different programs such as junior hockey, ice skating lessons, etc. He said with 100,000 cars traveling along Kellogg, it would be a great opportunity. He said this would be an "on site" sign with no advertising of off premises businesses; it would strictly be used for ice rink business. He said they also believe this will be a big plus for the City. He said because of the frontage they have along Kellogg, they discovered they would be allowed a 300 square foot sign; however, they felt maybe a little larger sign was needed because it would need to be above the highway and also because of the speed of the traffic. He said that is why they are pursuing a PUD. He said if the Commission wants to include the proviso that the only full motion LED sign is along Kellogg, they have no issue with that because that was always their intent. He said Genesis is investing probably over a quarter of a million dollars in the sign and they wanted to insure they would have full usage of the video. He concluded by stating that they concur with the Staff Report as amended.

WARREN asked how bright the sign could be because he didn't want to create a safety hazard.

FERRIS answered that there was a dimming requirement in the Sign Code. He said when they apply for a sign permit, they have to be able to show that the sign has automatic dimming capabilities.

ELLISON clarified that the sign will have changing messages. He also asked about removing the tree line behind the property.

FERRIS said yes, the sign will have changing videos. He said they may have to trim a couple of the trees he was not sure but they will not be removing any trees. He added that they can't do anything without the permission of the Park Department, and said he did not think the Park Department would allow them to take out trees. He said this is still City property so anything they want to do has to be approved by the Law and Park Departments. He said this will give them the right to apply for a sign permit, not build the sign. He said they still have to run it back through the Law and Park Departments and the City will have to sign the application.

RICHARDSON clarified that the height of the sign will be 20 feet above the roadway.

FERRIS said he believed it will be 21½ feet above the roadway.

RICHARDSON commented that the Sign Ordinance sets 20 feet above the roadway as the maximum.

DAILEY asked if anyone from Traffic Engineering was present. He said he was wondering if it was appropriate to have a moving sign along Kellogg. He asked if it would divert driver's attention.

FERRIS responded that there has been extensive research and study on whether full motion video signs have an impact on traffic. He said there has never been a case where someone has been able to show that a sign was the reason for an accident. He said there are currently 6-8 full motion video signs on Kellogg today.

MOTION: To approve subject to staff recommendation as amended and the LED motion sign be allowed along Kellogg only.

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

City of Wichita
City Council Meeting
December 22, 2015

TO: Wichita Housing Authority Board Members

SUBJECT: Approval of Housing Choice Voucher - Mainstream Funding 2015-2016

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority Board (Consent)

Recommendation: Approve the expenditure of 2015 and 2016 amounts provided by the U.S. Department of Housing and Urban Development (HUD) for the Housing Choice Voucher Mainstream Program and authorize the necessary signatures.

Background: The Housing Choice Voucher Mainstream Program is a long standing U.S. Department of Housing and Urban Development (HUD) program to help persons with disabilities obtain affordable housing. The subsidy amount for each client is based on the client's household income. HUD annually estimates the housing assistance and administrative fees necessary to support the 75 Mainstream housing choice vouchers that HUD has allocated for the Wichita Housing Authority (WHA). HUD does not require the WHA to apply annually for the funds. The Mainstream program allows a client to locate his or her own rental housing unit and the WHA subsidizes the rent through housing assistance payments to the landlord.

Analysis: The 2015 and 2016 Mainstream budgets are estimated to be \$317,439 each year. This amount funds subsidies for 75 vouchers and will also fund administrative costs which are calculated according to the actual number of months the vouchers are in use.

Financial Considerations: The program is completely funded by federal grants. There are no local funds included.

Legal Considerations: None.

Recommendations/Actions: It is recommended the Wichita Housing Authority Board approve the 2015 and 2016 amounts provided by the U.S. Department of Housing and Urban Development (HUD) for the Housing Choice Voucher Mainstream Program and authorize the necessary signatures.

City of Wichita
City Council Meeting
December 22, 2015

TO: Wichita Airport Authority

SUBJECT: Midwest Corporate Aviation, Inc.
Fixed-Base Operation Services Agreement
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: Since May 1983, there have been multiple agreements between the Wichita Airport Authority (WAA) and Midwest Corporate Aviation, Inc. (MCA) to lease nine facilities and hangars (FBO/Terminal and Hangars 1 – 9) at Colonel James Jabara Airport (Jabara). During the term of these agreements, MCA has provided the Fixed Based Operator (FBO) aircraft services.

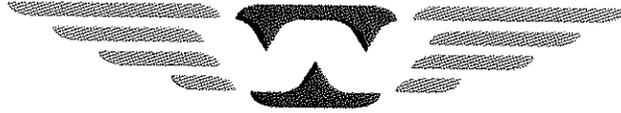
Analysis: MCA is now desirous of consolidating these agreements into one Fixed-Base Operation Services Agreement, and has agreed to the financial terms of the new agreement. The term of the agreement is for 20 years.

Financial Considerations: The annual revenue received from the existing agreements for 2015 is \$130,142. Under the new agreement, the land rent begins at the published WAA land rent schedule and is set to increase five percent every five years. The facility rent has been determined based upon the specific types of facilities, and the facility rent schedule is set to increase five percent every five years. Two hangars previously were only charged land rent, but under the new agreement, facility rent will begin to be charged. Therefore, based upon the terms of the new agreement, the expected annual revenue to the WAA for 2016 will be \$239,549, which reflects an increase of 84 percent compared to the previous year.

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 Fixed-Base Operation Services Agreement and authorize the necessary signatures.

Attachments: Fixed-Base Operation Services Agreement.



WICHITA AIRPORT AUTHORITY

USE AND LEASE AGREEMENT

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

MIDWEST CORPORATE AVIATION, INC.

For

Fixed-Base Operation Services
Colonel James Jabara Airport
Wichita, Kansas

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THIS USE AND LEASE AGREEMENT is entered into this December 22, 2015 between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (LESSOR) and MIDWEST CORPORATE AVIATION, INC., Wichita, Kansas (LESSEE).

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

WHEREAS, LESSOR owns, operates, regulates, administers, and maintains the Colonel James Jabara Airport, Wichita, Kansas; and

WHEREAS, LESSEE desires to lease the parcels of Land and Facilities defined below (collectively "Premises") on the campus of Colonel James Jabara Airport ("Airport") from LESSOR under the terms and conditions set forth below in this Use and Lease Agreement ("Agreement").

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

1. PREMISES

LESSOR agrees to let to LESSEE, and LESSEE does hereby rent from LESSOR certain real property generally located at 3512 N. Webb Road, consisting more or less of 403,607 sq.ft. of surface land area ("Land"), and 125,138 sq.ft. of surface floor area within the offices and hangars (collectively, "Facilities") as shown on the attached **Exhibit "A"**. The Premises shall include the Land, and Facilities and improvements located on the Land.

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

The Parties agree that the surface square feet within the Land and Facilities of the Premises is to be verified by official survey at the LESSOR's sole expense within not more than ninety (90) calendar days after Agreement commencement, and that this Agreement will be amended to revise/modify the Premises through Supplemental Agreement No. 1 if the survey results in a

variation of the size of Land and/or Facilities from that contained in the Agreement. The related impact on the rent amount, if any, will be effective upon the first day of the month following the date of written notification from LESSOR to LESSEE.

During the Term of this Agreement, and as development may warrant, but not more frequently than five (5) year increments, LESSOR may re-measure by certified survey various areas within and around the Premises, in an effort to more accurately reflect improvements, additions and modifications. In the event the square footage of the Premises identified herein differs from the Premises square footage determined by such survey, the parties agree to enter into an amendment to this Agreement to modify the Premises description to reflect the actual square footage of the Premises subject to the provisions of this Agreement. If the actual square footage of the Premises is determined by a surveyor certified in the State of Kansas, to differ from the square footage of the defined Premises, the current fees and charges shall be re-calculated. Thereafter, LESSEE's monthly fees and charges shall be based upon the re-measured and recalculated square footage. Except as explicitly contained in this Section, the parties agree that any increase or decrease in the monthly fees and charges payable resulting from re-measurement of the Premises shall not be applied retroactively. The related impact on the rent amount, if any, will be effective upon the first day of the month following the date of written notification from LESSOR to LESSEE. The Director may execute an amendment to this Agreement on behalf of LESSOR to reflect the adjusted Premises Exhibit and monthly fees and charges.

2. TRIPLE NET LEASE

The Parties agree that this is a triple net lease and that, unless otherwise agreed to in this Agreement or by amendment or supplement thereto, the LESSEE is solely responsible for all obligations normally imposed on the Premises to the extent provided herein, including but not limited to janitorial services, utilities, taxes, insurance, maintenance and repairs and any other expenses and costs that arise from the use, operation and administration of the Premises.

3. TERM

The term of this Agreement shall commence 12:00 a.m. on **January 1, 2016** and shall continue for a period of twenty (20) years ("Term"), with the Term expiring at 11:59 p.m. on **December 31, 2035**, unless otherwise terminated under provisions agreed to herein.

4. LAND RENT

Upon Commencement of this Agreement, LESSEE shall pay to LESSOR land rental for the Premises described in this Section. The basic land rent shall be calculated as follows:

LAND RENT					
403,607 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
01/01/2016	-	12/31/2020	.1484	59,895.24	4,991.27
01/01/2021	-	12/31/2025	.1529	61,711.56	5,142.63
01/01/2026	-	12/31/2030	.1575	63,568.08	5,297.34
01/01/2031	-	12/31/2035	.1622	65,465.04	5,455.42

5. FACILITIES RENT

LESSEE shall pay to LESSOR facility rental for the Premises described in this Section. The facility rental shall be calculated as follows:

FACILITY RENT					
FBO Terminal 9,218 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
01/01/2016	-	12/31/2020	3.00	27,654.00	2,304.50
01/01/2021	-	12/31/2025	3.09	28,483.68	2,373.64
01/01/2026	-	12/31/2030	3.18	29,313.24	2,442.77
01/01/2031	-	12/31/2035	3.28	30,235.08	2,519.59

FACILITY RENT					
Hangars 1, 2, 3, 5, 6, 7					
70,000 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
01/01/2016	-	12/31/2020	2.00	140,000.04	11,666.67
01/01/2021	-	12/31/2025	2.06	144,200.04	12,016.67
01/01/2026	-	12/31/2030	2.12	148,400.04	12,366.67
01/01/2031	-	12/31/2035	2.18	152,600.04	12,716.67

FACILITY RENT					
Hangar 4					
12,000 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
01/01/2016	-	12/31/2020	1.00	12,000.00	1,000.00
01/01/2021	-	12/31/2025	1.03	12,360.00	1,030.00
01/01/2026	-	12/31/2030	1.06	12,720.00	1,060.00
01/01/2031	-	12/31/2035	1.09	13,080.00	1,090.00

FACILITY RENT					
Hangar 8					
15,000 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
01/01/2019	-	12/31/2020	2.00	30,000.00	2,500.00
01/01/2021	-	12/31/2025	2.06	30,900.00	2,575.00
01/01/2026	-	12/31/2030	2.12	31,800.00	2,650.00
01/01/2031	-	12/31/2035	2.18	32,700.00	2,725.00

FACILITY RENT					
Hangar 8 Addition					
3,920 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
01/01/2031	-	12/31/2035	2.18	8,545.56	712.13

FACILITY RENT					
Hangar 9					
15,000 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
11/01/2020	-	12/31/2020	2.00	-----	2,500.00
01/01/2021	-	12/31/2025	2.06	30,900.00	2,575.00
01/01/2026	-	12/31/2030	2.12	31,800.00	2,650.00
01/01/2031	-	12/31/2035	2.18	32,700.00	2,725.00

LESSEE shall pay all rent to LESSOR in advance on the first day of each month, without demand or invoicing for LESSEE's leased Premises as set forth herein.

6. OTHER FEES AND CHARGES

LESSOR may assess fees and charges to LESSEE according to rates established by LESSOR in LESSOR's SCHEDULE OF FEES AND CHARGES for the following categories. Such Schedule may be amended from time-to-time by action of the LESSOR upon a minimum of thirty (30) calendar days written notice. LESSOR's SCHEDULE OF FEES AND CHARGES shall uniformly apply, and be enforced, with regard to all tenants and operators of the same user groups on the Airport as defined by the SCHEDULES OF FEES AND CHARGES FOR THE WICHITA AIRPORT AUTHORITY.

Fuel Flowage Fees: LESSEE shall pay a fuel flowage fee established at \$0.08 per gallon, pursuant to the current Schedule of Fees and Charges, to LESSOR on fuel or propellant sold by LESSEE to aircraft operators from the Premises, other leased premises when invited by prime

lessee thereof, and upon the Aircraft Parking Ramp as shown on **Exhibit "B"** hereto. At LESSEE's sole discretion, LESSEE may charge/transfer/pass-through fuel flowage fees to customers equal to the fuel flowage fee imposed on LESSEE by LESSOR. LESSEE shall maintain and report accurate and complete records of fuel dispensed. LESSEE shall furnish to LESSOR for each calendar month a statement showing total fuel gallons by the fifteenth (15th) day of the month following each calendar month. LESSEE agrees to pay fuel flowage fees to LESSOR by the fifteenth (15th) day of the month following each calendar month of service. LESSOR shall have the right, at all reasonable times, to inspect and audit all records such as fuel dispensing logs, or other similar report. The LESSOR reserves for itself the right to charge by separate agreement any provider, either commercial, non-commercial, retailer, wholesaler, or for company or personal use, a fuel flowage fee for all fuels delivered to and dispensed on the Airport.

Landing Fees: LESSEE may be required by LESSOR to collect landing fees from aircraft operators operating from the leased Premises or from aircraft operators which are serviced or fueled by LESSEE on other locations on the Airport, and remit said landing fees monthly to the LESSOR. The LESSEE shall be permitted to retain twenty percent (20%) of such fees collected on behalf of the LESSOR, which amount shall be considered full and final payment by LESSOR for the cost of collecting and remitting the fees and charges. Accurate and complete records of customer aircraft landings, subject to the landing fees imposed by the LESSOR, will be kept, and the landing fees paid to LESSOR by the fifteenth (15th) of each month for the preceding calendar month. The LESSOR reserves for itself the right to charge landing fees hereafter established to any commercial operator operating to/from or upon the Airport.

Freight Fees: LESSEE may be required by LESSOR to collect freight fees from aircraft operators operating on the lease Premises or from aircraft operators which are serviced or fueled by LESSEE on other locations on the Airport, and remit said freight fees monthly to the LESSOR. The LESSEE shall be permitted to retain twenty percent (20%) of such fees collected on behalf of the LESSOR, which amount shall be considered full and final payment by LESSOR for the cost of collecting and remitting the fees and charges. Accurate and complete records of customer freight, subject to the fees imposed by the LESSOR, will be kept, and the freight charges paid to LESSOR by the fifteenth (15th) of each month for the preceding calendar month. The LESSOR reserves for itself the right to charge freight fees to any commercial operator operating to/from or upon the Airport.

At any time LESSEE is engaged in performing services, fueling or handling, LESSEE shall be responsible to LESSOR for collecting and reporting fees as defined in this Section.

Other Miscellaneous Fees and Charges: Any amounts due LESSOR from LESSEE for utility, maintenance, reimbursements, or other special charges will be paid by LESSEE within thirty (30) calendar days of the date of the invoice.

7. PAYMENT PROCEDURE

LESSEE shall pay to LESSOR all rents and fees by the due dates set forth in this Agreement. In the event LESSEE fails to make payment within prescribed due dates as set forth in this Agreement, and after LESSOR has provided LESSEE with written notice and LESSEE does not make payment within seven (7) calendar days after the date said notice is given, then LESSOR, may charge LESSEE a monthly service charge of twelve percent (12%) on an annual basis for any such overdue amount, unless a lesser sum is set as the maximum allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred calendar by LESSOR in attempting to obtain payment. If LESSOR does not receive payment within seven (7) calendar days of the date of receipt of said written notice, then the monthly service charge shall retroactively commence on the date the payment was originally due.

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

Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

or such other address or representative as designated in writing.

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

Midwest Corporate Aviation, Inc.
Attn: Bob Karlake
3512 N. Webb Road
Wichita, Kansas 67226

or such other address or representative as designated in writing.

8. LESSEE'S IDENTITY

LESSEE must be a natural person or a corporation, partnership, limited liability company, joint venture or other state franchised business entity.

9. COMMON ACCESS AND USE

LESSEE recognizes that other tenants now and hereafter may occupy other portions of the Airport, and that such other tenants shall have the right to use public roadways, streets, aircraft parking ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations, and these common facilities are not under an exclusive use lease; and LESSEE shall conduct its operations in such a manner as to not impede access by others to these common facilities, nor in any other way interfere with, nor disrupt the business of other tenants or the quiet enjoyment of their leasehold interests at the Airport. LESSEE recognizes that this right of quiet enjoyment and unimpeded access extends to all tenants equally. LESSEE has no rights to overhang or otherwise invade by equipment, improvements, or any part of an aircraft the vertical limits of the leasehold Premises, or the leased premises of any other tenant or the vertical areas there above commencing at the property lease line and all areas therein. The sole exception to this provision shall be for the navigational easement, described in the Airspace and Easement for Flight provisions of Section 52, General Provisions, granted to airborne aircraft.

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

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

10. REQUIRED COMMERCIAL AERONAUTICAL USE

LESSEE shall be required to engage in commercial activities for aviation purposes or purposes incidental or related thereto for fixed-base operation (FBO) services, and the support and administration thereof or incidental thereto.

Commercial aeronautical activities and services required under this Agreement shall include provision of the following:

(a) Fueling. Dispensing of Jet-A and 100 octane aviation grade gasoline (avgas) from mobile fuel tenders for dispensing fuel at aircraft parking and tie-down locations. Fuel storing, handling and dispensing shall meet or exceed the requirements of all federal, state and local regulations, laws and/or codes, including but not limited to National Fire Protection Association (NFPA) 407 – Standard for Aircraft Fuel Servicing, NFPA 30 – Flammable and Combustible Liquids, Airport Rules and Regulations, and Airport Standard Operating Procedures as currently adopted or as may be amended, or any such successor or otherwise applicable regulations.

(b) Line Service. Line service personnel and vehicles as appropriate; aircraft parking ramp/tie-down parking assistance; aircraft “pull-out” and return-to-hangar/parking services; mobile forced air engine preheat; lavatory service; potable water service; mobile ground power assistance with a minimum of 14/28 volt, 2,000 ampere surge capacity; aviation grade oxygen refill supply; a range of turbine and piston engine lubricants; nitrogen tire and emergency system servicing; aircraft towing services utilizing motor driven draw bar vehicles capable of moving aircraft weighing up to 92,000 pounds; cabin cleaning services; windshield/windscreen cleaning services; and catering services.

(c) Customer Support. Customer support/ service personnel as appropriate; upon request, complimentary coffee, ice and newspapers to flight crews for aircraft cabin stock; pilot flight planning facilities properly equipped with desks and chairs and containing appropriate wall charts and maps, and computer weather monitoring and flight planning; a convenient, comfortably furnished public waiting area, with adjoining restroom facilities; pilot/customer vending area with availability of both hot and cold beverages and prepackaged snacks; retail sales counter adequately stocked with current charts, flight planning aids and miscellaneous small flight aid and comfort accessories; a courtesy vehicle to provide transportation between the FBO and reasonable nearby destinations; car rental reservations assistance; hotel accommodation reservations assistance; accept no less than two (2) national banking/credit and/or oil company credit cards for fueling; line and related services.

(d) Hangar Storage. Clear-span/open bay “community” hangar storage.

(e) Disabled Aircraft Assistance. Notify the Airport Police and Fire Division of the Wichita Airport Authority immediately upon observing or learning of any disabled aircraft blocking, impeding, hindering or obstructing the taxiing, takeoff or landing of aircraft on runways, taxiways or ramps. Render assistance and support on behalf of the aircraft owner/operator or insurer to recover and remove disabled aircraft, and if necessary, contact a third party on behalf of the aircraft owner/operator or insurer to recover and remove such disabled aircraft so that normal airport operations may be safely resumed as soon as possible. The LESSEE’s assistance and support, whether directly or through a third party, shall not conflict with, impair the duties, or be contrary to the guidelines, directives or instructions of any federal, state or local agency with jurisdictional authority.

(f) Maintenance Service. LESSEE shall be certified as an FAA authorized Repair Station under FAR Part 145, at a minimum, within the below categories on the Repair Station Certificate:

- i. Major Aircraft Maintenance (as defined in FAR Part 43) on airframes, power plants and aircraft systems up to Group II turboprop and turbojet;
- ii. Aircraft Line Maintenance (as defined in FAR Part 43) for aircraft up to Group III turbojet aircraft not exceeding 100,000 pounds maximum takeoff weight.

LESSEE may provide these repair and maintenance services as follows: through an FAA certificated repair station on the Premises, or through licensed company employee airframe and power plant mechanics operating on the Premises, or by contracting with other authorized businesses meeting the requirements of Section 29, Subleasing, Permitting and Contracting.

At a minimum, LESSEE shall operate or contract for the operation, of an authorized and FAA certificated repair station on the leased Premises with ratings as follows: airframe Class 3, without limitation; power plant Limited Class 3 rating that permits removal or installation of accessories and components, adjustments, minor repair and minor alterations on all airframe Class 3 aircraft. Certifications and licensing required hereunder shall be in accordance with 14 CFR Part 145, as may be amended, or any such successor or otherwise applicable regulations.

LESSEE’s rights and obligations to perform commercial aeronautical activities may be performed by one or more of LESSEE’s sublessee(s), permittee(s), or contractor(s), which may be subject to LESSOR’s prior written approval if so required by Section 29, Subleasing, Permitting and Contracting, which are competent to provide such services, and shall be subject to all applicable terms and conditions of this Agreement.

11. PERMITTED COMMERCIAL AERONAUTICAL USE

In addition to the required commercial aeronautical use to be provided by LESSEE above, LESSEE is permitted, but not required, to provide the following commercial aeronautical uses and engage in the following activities, which may be provided through one or more sub lessee(s), permittee(s), or contractor(s):

(a) Airline Ramp Services. “Into-plane” or “up-lift” delivery of fuel, lubricants and other related aviation products, loading and unloading of passengers, baggage, mail, freight, and providing ramp equipment and ground support.

(b) Fixed “Self-Service” Fueling. Dispensing of 100 octane aviation grade gasoline (avgas) through a fixed “self-service” fuel dispensing system. Shall be in addition to, and not a substitute for mobile fuel tenders. Fuel storing, handling and dispensing shall meet or exceed the requirements of all federal, state and local regulations, laws and/or codes or any such successor or otherwise applicable regulations.

(c) Deicing/anti-icing. May provide aircraft deicing and/or anti-icing services by application of appropriate and certified chemicals intended for such explicit purposes.

(d) Dealership. Maintain a national or regional airframe dealership, and may provide both new and pre-owned aircraft sales as part of an airframe dealership obligation. May maintain one or more national or regional dealerships in aircraft engines, accessories, instruments or avionics.

(e) Aircraft Sales. Purchase, sale, exchange and brokerage of new and/or pre-owned aircraft.

(f) Special Flight Services. May provide aerial sightseeing, and/or aerial photography or mapping.

(g) Flight Instruction. May provide primary and/or advanced flight and ground instruction under Title 14 CFR FAR Part 61, 141, or 142, as currently adopted or as may be amended, or any such successor or otherwise applicable regulations.

(h) Contract Pilot Services. Provision of professional “contract pilot” services.

(i) Aircraft Charters and Air Ambulance. May provide “on-demand” or scheduled charter and/or air ambulance services under 14 CFR Part 135, as may be amended, or any such successor or otherwise applicable regulations.

(j) Specialized Repair Services. Sales, installation, service, repair, overhaul, refurbish, and exchange of new and used aircraft radios, instruments, propellers, power plants, parts and accessories, aircraft painting, and interior installation and repair.

(k) Flying Clubs. Own, support, sponsor, manage and/or maintain local based flying club or clubs for the purpose of aircraft rental and/or flight training to cooperative/club members.

(l) Aircraft Rental, Leasing and Management. May provide aircraft rental, leasing and/or aircraft management services.

(m) Property Rental. Office, administrative, storage, or retail space rental on the Premises to third parties for aeronautical related activities and purposes only.

(n) Advertising. Advertising may be permitted on the Premises with prior written approval of the LESSOR, and in accordance with Section 39, Exterior Signs and Advertising.

12. AIRCRAFT SELF-SERVICES NOT PROHIBITED

It is understood and agreed by LESSEE that no right or privilege has been granted which would prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, self-fueling, maintenance and repair) that it may choose to perform. Services that are performed by persons other than an owner and/or operator or employees thereof (non-owners/operators, and non-employees) for compensation or other consideration are deemed to be commercial aeronautical activities, and may only be provided by persons and/or companies authorized by the Wichita Airport Authority to conduct such commercial business at the Airport. Any person, firm or corporation, shall however, whether defined as self-service or commercial, comply with all federal, state and local codes, regulations, and statutes which apply to such service or activity.

13. PROHIBITED USE OF PREMISES

The Premises shall not be used for any purpose not expressly required in Section 10, Required Commercial Aeronautical Use of Premises, and Section 11, Permitted Commercial Aeronautical Use of Premises. The following operations, services or concessions shall be specifically prohibited on or from the Premises or any other location at the Airport without the prior written consent of the LESSOR, and then only with provisions for payment of fees, charges, or percentage of gross sales as may be deemed reasonably appropriate by the LESSOR:

- (a) Commercial catering, restaurant and/or lounge concessions, except as may be incidental to aviation purposes, customer support and convenience, or other courtesy/complimentary services, or commercial vending operations on the Premises;
- (b) Subleasing, permitting or contracting the Premises or portions thereof to any party not actively and professionally engaged in an aeronautical activity;
- (c) Commercial (for hire) ground transportation;
- (d) Commercial "paid" parking;
- (e) Commercial hotel or lodging;
- (f) Commercial outdoor advertising;
- (g) Sale of non-aviation products and services;
- (h) Revenue-producing communication systems or systems not directly applicable to LESSEE's operations on the Premises;
- (i) Automobile rental business or franchise; however, LESSOR shall not object to LESSEE subleasing to a nationally recognized rental car company to service LESSEE's aeronautical customers, or to LESSEE serving as agent or representative for a rental car company for the same purpose, subject to the requirements of Section 29, Subleasing, Permitting and Contacting. Regardless of the business relationship, LESSEE shall promptly report to LESSOR all such business affiliations with rental car companies conducting business to/from and upon the Premises.
- (j) Storage and/or maintenance of any auto, truck, trailer, camper, boat, jet ski, motor cycle, recreational vehicle or other non-aviation or non-aircraft service and support vehicle or equipment; provided, the parking of customers' automobiles and trucks while the customers are traveling is not prohibited;
- (k) Any activity reasonably considered by LESSOR not to be aviation purposes or purposes incidental or related thereto in support of FBO services, and the support and administration thereof.

14. AIRCRAFT PARKING RAMP USE

The aircraft parking ramp and tie-down areas adjoining the Premises but are not included within the LESSEE's leased Premises as shown on **Exhibit "B"** hereto (Adjoining Ramp and Tie-Downs). As a non-leased area within the Airport, the LESSEE shall have the non-exclusive right of use, ingress and egress in common with others, in such areas, for both vehicles and aircraft, for the benefit of its customers, agents, invitees, contractors, representatives and employees, to be exercised in a reasonable manner. This may include the right of ingress and egress for activities incidental or related to LESSEE's approved activities and operations, and for no other purposes

except as may be approved in writing by LESSOR. LESSOR shall be responsible for maintenance, repair, snow and ice removal as defined in Section 36, Maintenance and Repair, and Section 37, Snow and Ice Removal, of this Agreement of such Adjoining Ramp and Tie-Downs.

The LESSEE may use the aircraft parking ramp to support its services to local based and transient customers as required under Section 10, Required Commercial Aeronautical Use of Premises, and may charge fair, reasonable, and non-discriminatory rates and charges for the provision of such services.

The LESSEE shall monitor and promptly notify the LESSOR upon observing any paved surfaces requiring maintenance, repair or replacement, or any conditions which may present a hazard to persons or property. LESSEE shall promptly barricade or otherwise make area safe until LESSOR mitigates or remedies the situation.

The LESSOR shall have no duty, responsibility or obligation to provide tie-down chains, or tow, tug, position, re-position, or otherwise handle or maneuver parked aircraft on the aircraft parking apron. LESSEE will indemnify, defend and hold harmless LESSOR for all liability, claims or damages arising out of or resulting from LESSEE's performance of these services on the aircraft parking apron.

15. OPERATIONAL REQUIREMENTS

Subject to damage or destruction of Facilities and other circumstances which prevent LESSEE from conducting its business on the Premises as referenced in this Agreement, LESSEE shall, twenty-four (24) hours per day, seven (7) days per week (including holidays), three hundred sixty five (365) days per year, unless otherwise specified herein, use and operate the Premises, at its sole cost and expense, for the purpose of providing commercial aeronautical activities of customary FBO services to both personal and business, local and itinerant, users/pilots operating single and multiengine reciprocating and turbine aircraft.

LESSEE agrees that it will adhere to the following operational requirements:

- (a) LESSEE shall, upon request by LESSOR, provide LESSOR with a copy of any rules, regulations, operating policies, or other standards of operation developed by LESSEE and distributed to sublessees and tenants.

(b) LESSEE will maintain and operate the Facilities in a safe, clean, orderly condition at all times and provide such accommodations and services offered in connection therewith in a first-class manner and maintain a standard of service at least equal to that of other FBOs and facilities of similar nature.

(c) LESSEE shall not interrupt or preclude an owner or operator (self-service) or third party commercial aeronautical service provider from assisting the user of a disabled aircraft in placing the aircraft in a condition so it can be taxied, towed or flown. LESSEE shall not preclude users of the Airport from servicing the user's aircraft. Other than the payment of fair, reasonable and non-discriminatory rents and charges for aircraft ramp and tie-down parking, LESSEE shall not require Airport users to secure other goods and services from LESSEE. However, an owner or operator or third party commercial aeronautical service provider must have LESSEE's permission in order to enter LESSEE's Premises to fuel and/or service aircraft parked on the Premises. Such permission from LESSEE may be withheld only for due cause.

(d) LESSEE shall maintain sufficient furniture, fixtures, equipment, tools, accessories, and supplies, and employ a sufficient number of personnel to handle the operations and respond to customer inquiries and furnish good, prompt and efficient service and sales adequate to meet all reasonable demands and needs of the business herein authorized, including all transient and local based aircraft. All equipment, tools, and vehicles to be used in the operation of LESSEE's business at the Airport will be in good and safe operating condition and will be kept in an orderly and clean manner at all times. All equipment and vehicles will be operated by LESSEE and its employees, agents, and/or representatives in a safe and orderly manner at all times. Upon objection from LESSOR to LESSEE concerning the operation of such equipment and vehicles, or the unsafe and unclean condition of the equipment and vehicles, LESSEE will immediately remedy the cause of the objection.

(e) LESSEE shall provide and maintain a VHF aviation radio system at all times; monitor aircraft radio transmissions from approximately 6:00 a.m. to 9:00 p.m. on the common traffic advisory frequency (CTAF); provide to airmen upon request basic weather advisory services (wind direction, barometric pressure in inches); traffic advisories of known reported traffic in the traffic pattern, arriving and departing; other known or reported cautions or potential hazards to airmen including closed Airport surfaces, light outages or similar discrepancies.

(f) LESSEE will provide to LESSOR and maintain a local, 24-hour monitored telephone for emergency purposes, and regular maintenance contact that may be required at the Premises. Any such calls and/or requests for service shall be responded to within a maximum 2-hour period.

(g) LESSEE will not block any areas used for ingress and egress by Airport traffic and will not interfere with the activities of LESSOR, its agents, employees or other Airport tenants.

(h) LESSEE will not engage in any unlawful restraint of trade or anti-competitive activities with any other commercial aeronautical operator at the Airport.

(i) LESSEE must, at its own expense, identify and provide to LESSOR and maintain in force any and all licenses, permits and operating certificates required for the legal operation of all aspects of this Agreement.

(j) LESSEE is responsible for initiating, maintaining, and supervising all safety precautions and programs for purposes of risk management and risk reduction which may be reasonably directed or suggested by the current insurance underwriter, underwriter's authorized agent, or LESSOR. LESSEE shall keep in proper functioning order at all times fire monitoring, warning and suppression systems, and shall from time to time as reasonably required by LESSOR, federal, state or local government, or insurance underwriter conduct appropriate tests of the system.

16. OPERATIONAL STANDARDS OF SERVICE

LESSEE agrees that it will meet or exceed the following standards of conduct, level of service, and personal guidelines, and shall:

(a) Furnish service on a fair, reasonable and not unjustly discriminatory basis to all users.

(b) Furnish good, prompt, courteous and efficient service adequate to meet all reasonable demands for its services.

(c) Maintain and operate its business in a first class manner, and shall at all times keep the Premises in a safe, clean and orderly condition consistent with business activity contemplated hereunder, and in a manner satisfactory to the LESSOR;

(d) Exercise reasonable control over the conduct, demeanor and appearance of its employees, agents, invitees, representatives, contractors, subcontractors, and suppliers, whereby their conduct shall be in an orderly and proper manner so as not to annoy, disturb, or be offensive to others. All employees of LESSEE shall conduct their activities in accordance with Airport Rules and Regulations, policies, and Airport Standard Operating Procedures, and shall, at all times while on duty, conduct themselves with exemplary demeanor, be courteous and polite to the public and not engage in any raucous or offensive conduct.

(e) Appoint and maintain full-time, trained, experienced and professional management and supervisory staff. Such management and supervisory staff shall be highly qualified, experienced and knowledgeable, and vested with full authority to act on the LESSEE's behalf. Such management and supervisory staff shall be available at the Airport during regular business hours, and shall be available, "on-call" after regular business hours via phone, pager, or other electronic communications device;

(f) Appoint and maintain sufficient number of trained employees to promptly, effectively, efficiently and safely provide good quality customer service without unreasonable delay.

(g) Provide required technical training for employees, and/or verify certificates or qualification, as may be required for such employees to carry out assigned duties.

17. NON-EXCLUSIVE USE OF AIRPORT

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

18. LESSEE'S RIGHTS AND PRIVILEGES

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

(a) The rights to install, operate, repair, and store upon the Premises all personal property and fixtures necessary for the conduct of LESSEE's lawful business.

(b) The right of ingress and egress to and from the Premises, which rights shall extend to LESSEE's customers, agents, invitees, contractors, representatives and employees; subject, however, to all reasonable regulations.

(c) The right in common with others authorized to do so, to use the common areas of the Airport, consisting of but not limited to public roadways, streets, aircraft parking ramps, taxiways, runways, access gates, lighting, beacons, and navigational aids.

(d) The right to uninterrupted taxiway connection and access from the Premises to the LESSOR's air operations areas connecting and adjacent to the Premises subject to the provisions of Section 21. Cooperation with Airport Development.

19. LESSOR'S RIGHTS AND PRIVILEGES

LESSOR expressly reserves:

(a) Mineral Rights. All gas, oil and mineral rights in and under the soil.

(b) Water Rights. All statutory, exempt, vested, and granted appropriation rights for the use of water, and all rights to request further appropriations..

(c) Airspace. A public right of flight through the airspace above the surface of the Premises. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on the Airport. No liability on the part of LESSOR or any Tenant will result from the exercise of this right.

(d) Navigational Aids. The right to install, maintain and modify and/or permit others to install, maintain and modify visual and electronic navigational aids. LESSOR shall have no obligation or duty to exercise this right to install, maintain and modify visual and electronic navigation aids.

(e) Entry and Inspection of Premises. The right of LESSOR, its authorized officers, employees, agents, contractors, subcontractors, authorized government agents, or other representatives to enter upon the Premises:

(1) To inspect at reasonable intervals during regular business hours (or any time in case of emergency or lawful investigation) to determine whether LESSEE has complied, and is complying with the terms and conditions of this Agreement; and

(2) To Inspect Premises, Facilities, and equipment for compliance with laws, regulations and/or codes of the federal, state or local government, airport rules and regulations and airport standard operating procedures; and

(3) To perform maintenance, repair, or replacement relating to the Premises or any facility thereon, as may be required and necessary, but LESSOR shall not be obligated to exercise this option.

(f) Radio/Wireless Communication Systems. The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises.

(g) Security access control and surveillance. The right to install, operate and maintain security access control and surveillance systems on Airport property, including the Premises contained in Section 1 of this Agreement. However, the LESSOR shall have no right to install security infrastructure or end-devices in or upon the leasehold Premises without prior notice to the LESSEE. LESSOR shall have no obligation or duty to exercise this right to install, operate and maintain security access control and surveillance systems.

(h) General Provisions. The right to exercise any and all rights set out in this Agreement.

(i) Signage. The right to enter onto the Premises for installation, and the right to install any signage on the Premises required by law, order, rule, regulation, Airport Security Program or federal directive.

Provided that exercise by LESSOR of any such reserved rights (a) through (i) shall be without expense to the LESSEE, and shall not unreasonably delay LESSEE in the exercise of its rights or the performance of its duties hereunder.

20. NON-INTERFERENCE WITH AIRPORT OPERATIONS

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

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

21. COOPERATION WITH AIRPORT DEVELOPMENT

LESSOR may pursue Airport development, improvements and maintenance activities from time-to-time as it sees fit in its sole judgement, regardless of the desires or view of LESSEE that may affect the Premises and other areas of the Airport. LESSEE agrees to work cooperatively and in good faith with the LESSOR and other tenants and contractors in development, improvement and maintenance activities to minimize any disruptions. If requested by the LESSOR, LESSEE shall cooperate with and assist the LESSOR to a reasonable extent in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Airport development, improvement, and maintenance activities. LESSOR may temporarily or permanently close, re-route, or consent to the closing or re-routing of any method of ingress or egress on the Airport. LESSOR shall use its best reasonable efforts to minimize any adverse affect upon LESSEE's uses and business activity within the Premises and the Airport common areas. LESSOR may temporarily close the runway, taxiways, and Aircraft Parking Ramps or portions thereof for purposes of maintenance, replacement, re-construction or expansion. LESSOR's airport development, improvement, or maintenance shall be without expense to the LESSEE. LESSEE shall not be entitled to any compensation for loss of revenue, business interruption, relocation, temporary storage rental, additional increased fuel costs, engine cycles or any other expense attributable to the development, improvement, or maintenance on the Airport.

In the event LESSOR's development, improvement or maintenance results in a complete closure of the runway, and the LESSEE's business and operations normally conducted on the Premises are materially adversely affected by LESSOR's activities contemplated hereunder for more than ten (10) consecutive calendar days, the rental payable by LESSEE hereunder shall be equitably abated during the period LESSEE is so affected.

22. FUTURE ALTERATION AND IMPROVEMENT STANDARDS

During the Term of this Agreement, LESSEE may, with prior written approval of LESSOR, and by lease amendment, if appropriate, add to, improve, or alter the Premises subject to all conditions set forth herein. The LESSOR's review and approval shall not be unreasonably withheld or unduly delayed.

It shall be the responsibility of LESSEE to submit all necessary alteration and/or construction information to the Director of Airports, as the LESSOR's representative, for submission to the

Federal Aviation Administration for approval.

LESSEE agrees to and shall design and construct any facilities and improvements on the Premises subject to the LESSOR's approval of LESSEE's proposed plans and specifications. All construction shall be performed in a good and skilled manner with adherence to the terms and conditions of this Agreement and to any additional design and construction standards, and all other applicable rules, regulations, codes, Airport Standard Operating Procedures and requirements set out by LESSOR.

No construction, development or subsequent activities shall be allowed to cause adverse drainage issues such as erosion, blocking the flow of water, etc.

For any construction on the Premises, LESSEE shall purchase and maintain a builder's risk insurance policy, or require its prime contractor to carry such a policy, in a sum equal to the full project replacement value, with an insurer licensed in the State of Kansas. This coverage shall be in effect from the date of the construction notice-to-proceed and until all financial interest ceases. The Wichita Airport Authority and the City of Wichita shall be named as additional insureds on such policies.

LESSEE agrees to furnish a letter to LESSOR warranting that: (1) the improvements have been completed in accordance with the plans and specifications; (2) the improvements have been completed in a good and skilled manner; (3) no liens have been filed, nor is there any basis for the filing of such liens with respect to the improvements; (4) all improvements constituting a part of the project are located or installed upon the Premises; and (5) a statement of the actual total construction cost of the approved project.

Additions or alterations must be designed and constructed in a manner that will not weaken or impair the structural strength or reduce the value or functionality of the Premises or existing improvements thereon, or change the purpose for which the building or any part thereof, may be used. The approvals of this Section shall be deemed approved by the Wichita Airport Authority, as LESSOR, in its capacity as the property owner and landlord, but shall not be deemed approvals as required for the Zoning Code, Building Code, or any other approval or permit required by the City of Wichita in a regulatory or governmental capacity. Notwithstanding any other indemnity provision, LESSEE shall indemnify and hold the LESSOR harmless for any liability for regulatory or governmental approvals or the failure to obtain the same. LESSEE shall be responsible for obtaining all permits and approvals required for the construction, maintenance, operation and use of all Facilities on the Premises.

23. REMOVAL AND DEMOLITION

LESSEE shall not remove or demolish (except as referenced in Section 48 below), in whole or in part, any improvements upon the Premises without the prior written consent of the LESSOR, which may, at its discretion, condition such consent upon the obligation of LESSEE replacing the same by a reasonable improvement specified in such consent.

24. TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES

Title/ownership to the Premises, and to all existing structures, fixtures, Facilities and improvements, or future Facilities and improvements constructed by or placed on the Premises by LESSEE shall be, and shall remain, exclusively with LESSOR, the Wichita Airport Authority.

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

The term "fixtures", whenever used in this Agreement, shall be construed to include all structures and fixed systems and equipment erected or installed upon the Premises, all fencing, grading and pavement, all underground wires, cables, pipes, conduits, tanks, drains and drainages; and all other property of every kind and nature which is permanently affixed to the Premises, except LESSEE's personal property and trade fixtures.

All Facilities, structures, fixtures and improvements, and alterations and additions to the Premises, excluding personal property and trade fixtures of LESSEE, placed at the expense of LESSEE, shall remain upon and be surrendered with the Premises as a part thereof, on any termination of this Agreement, for any cause, and shall remain the property of the LESSOR.

25. LIENS

LESSEE shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Premises or any improvements thereon due to any labor performed or materials delivered to the Premises for the benefit of LESSEE. Should any lien be placed on the Premises or any improvements thereon, LESSEE shall cause to be removed any and all liens of any nature. This obligation includes, but is not limited to, tax liens and liens arising out of or because of any financing, construction or installation performed by or on behalf of LESSEE or any of its contractors or subcontractors upon LESSEE's Premises or arising out of or because of the performance of any work or labor to it or them at said Premises or the furnishing of any materials to it or them for use at said Premises. Should any such lien be made or filed, LESSEE shall bond against or discharge the same within sixty (60) calendar days after actual notice of the same from any source, whether from LESSOR or otherwise, and provide written proof of discharge or bonding to LESSOR within that time. LESSEE acknowledges that its interest in the Premises is a leasehold, and that notwithstanding its construction of improvements on the Premises, such improvements accrue to the LESSOR and that LESSEE has no equity interest in the Premises which can support a mortgage lien. LESSEE may not mortgage or pledge as collateral its leasehold interest herein without the prior written consent of the LESSOR.

LESSOR may consent, upon LESSEE's written request, to an assignment of rents to a governmentally regulated and insured commercial lender as partial security for financing of LESSEE's activities on the Premises, which assignment is intended to be a present transfer to such lender of all of LESSEE's rights to collect and receive rents and charges from approved users, operators, sublessees and 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 or permitted under Section 28, Assignment and Section 29, Subleasing, Permitting and Contracting. Upon LESSEE's written consent LESSOR agrees to give Lender(s) notice of any default or termination of the Agreement, and allow Lender(s) the same opportunity as the LESSEE under the Agreement to correct any condition or cure any default. Nothing in this Section is intended to relieve the LESSEE of its obligations under this Agreement.

26. TAXES, LICENSES AND PERMITS

LESSEE shall promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation or lease of the Premises and LESSEE's ownership of personal property on the Premises. LESSEE may elect, however, at its own cost and expense, to contest any such tax, excise, levy, or assessment. LESSEE will keep current all federal, state or local licenses, operating certificates or permits required for the conduct of its business. LESSEE represents and warrants to LESSOR that it has obtained all license, franchise, operating certificates or other agreements, permits or authorizations necessary to operate LESSEE's business in accordance with the terms of this Agreement, and LESSEE covenants to keep all such licenses, franchises, permits, operating certificates and other agreements in full force and effect during the Term of this Agreement.

LESSEE shall pay all lawful taxes and assessments which, during the Term hereof, may become a lien upon or which may be levied by the state, county, city or any other tax levying body, upon the leased Premises or upon any taxable interest of LESSEE acquired in Agreement, or any taxable possessory right which LESSEE may have in or to the leased Premises, including any improvements or Facilities located on the Premises, as well as LESSEE shall also pay all lawful taxes and assessments on taxable property, real or personal, owned by LESSEE in and about said Premises. Nothing in this Section shall prevent LESSEE from contesting the legality, validity or application of any such tax or assessment to the full extent LESSEE may be lawfully entitled so to do.

27. UTILITIES

LESSEE shall pay all costs for utility services (whether for installation, service, administration, connection, or maintenance thereof) used by LESSEE at, upon or to the Premises with no responsibility or expense accruing or inuring to LESSOR, including all permits, licenses or authorizations necessary in connection therewith. Such payments by LESSEE shall be made directly to the utility supplier or service provider, except that if such utilities should be supplied by the LESSOR, then in this event, LESSEE will pay those costs to LESSOR within thirty (30) calendar days after receipt of LESSOR's invoice. LESSOR agrees that any such costs invoiced to LESSEE will be based on the rates charged to LESSOR by utility supplier, plus reasonable capital and administrative recovery costs.

Unless otherwise agreed upon in writing, if LESSEE requires utilities beyond that currently provided or that are available to be extended to the Premises boundary, LESSEE agrees to pay the full cost and expense associated with the upgrade/extension/installation of all such utilities related to its use of the Premises, and to comply with all provisions for maintaining such utilities.

The LESSOR reserves for itself the right to upgrade, extend, install, maintain and repair all utilities and services on or across the Premises, whether or not such services or utilities are for the benefit of LESSEE. The LESSOR shall take all reasonable care and diligence to protect existing improvements and utilities, and shall avoid to the greatest extent possible any unreasonable interference or interruption to LESSEE's operations. LESSOR shall coordinate the timing of such work with LESSEE in advance to minimize interference with LESSEE and its customers.

All electrical, data and communications utilities installed or caused to be installed shall be underground, and no utility services or other cables or wires shall be installed on poles or otherwise above ground. Unless otherwise provided in this Agreement, all utilities and conduits or ducts installed by anyone on the Premises shall be considered fixtures as defined under Section 24, Title to Facilities, Improvements and Fixtures, and shall become the owned property of LESSOR. All utility facilities installations shall meet the requirements of Section 22, Future Alteration and Improvement Standards of this Agreement.

Wastes not legally permitted and authorized for disposal into the storm and/or sanitary drainage system shall not be discharged, connected or introduced into storm and/or sanitary drains and the storm and/or sanitary drainage system. LESSOR shall take all reasonable precautions to prevent the discharge of material into any drainage system that would create interference with the flow therein, or that would cause a hazard or unlawful contamination thereto. A copy of LESSEE's Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasure Plan shall be submitted to the LESSOR upon the LESSOR's request.

28. ASSIGNMENT

With the exception of assignment to a parent or "holding" company or subsidiary, LESSEE shall have no right to assign or delegate any of its rights or duties pursuant to this Agreement without the prior written consent of LESSOR. Any assignment or delegation so made by LESSEE and so permitted by LESSOR shall be subject to all terms, conditions and other provisions of this

Agreement. Any attempted assignment or delegation in violation of this provision shall be void and have no force or effect whatsoever.

29. SUBLEASING, PERMITTING AND CONTRACTING

LESSEE shall not sublease to any persons, firms or corporations to occupy any part of the Premises without having first received the prior written consent of LESSOR, granted only under the following conditions:

(a) Any arrangements must be in the form of a written instrument and must be for purposes and uses of the Premises as authorized under this Agreement, and shall be subject to the provisions of this Agreement. LESSEE shall submit a copy of such proposed instrument at the time of requesting consent of LESSOR.

(b) All sublease(s) must comply with Sections 11, 13, 18 and 19 of this Agreement, and will be reviewed for compliance by LESSOR to that end. Any arrangement for the subleasing of space must be in conformance with the use of the Premises outlined in this Agreement, unless expressly approved otherwise in writing by LESSOR.

(c) LESSEE hereby agrees that it shall incorporate language acceptable to LESSOR into all of its sublease agreements, placing on any sublessee and that sublessee's affiliated entities, customers, employees, invitees, contractors, and subcontractors similar restrictions, as may be appropriate to its approved uses as those which bind LESSEE and its use of the Facilities through this Agreement. LESSEE shall also incorporate and make reference to this Agreement, as may be amended from time to time, to ensure sublessee's operations and conduct are subject to and are in compliance with the terms and conditions of this Agreement, as may be amended from time to time. Any sublease agreement shall explicitly state that it is subordinate to this Agreement, and that the sublessee shall never obtain rights in the Premises greater than those held by LESSEE under this Agreement, as amended. Any sublessee shall be specifically subject to eviction from the Premises as a result of termination, cancellation, or expiration of this Agreement, irrespective of sublessee's state of compliance with the terms of its sublease.

(d) LESSEE shall at all times during the term(s) of approved sublease(s), remain responsible to LESSOR for the compliance of its sublessees with the terms and conditions of any approved sublease and with this Agreement. LESSOR may look to LESSEE directly to satisfy any failure of sublessee to comply with these documents.

(e) Consent to one sublease shall not be deemed consent to any subsequent sublease permit or subcontract. Prior written consent of the LESSOR shall be required for each sublease executed by the LESSEE.

This Section shall not have the effect of requiring LESSOR approval of written or verbal arrangements, agreements or contracts for transient and based aircraft tie-down, ramp parking, hangar space rental, or rental of small storage or office space to based tenants incidental to hangar storage as are customary services provided in the aircraft support industry. Furthermore, written or verbal arrangements, agreements or contracts for products and services not involving the subleasing of Land or Facilities shall not require LESSOR approval.

30. LIABILITY INSURANCE

LESSEE shall procure, maintain and carry, at its sole cost, in accordance with and/or until the expiration or termination of this Agreement all insurance, as required per the amounts as set forth below. Insurance shall be furnished by a company licensed to do business in Kansas.

Insurance certificates shall be issued on a standard ACORD form or such other documentation as may be acceptable to LESSOR in its discretion and include the NAIC number and name of the insuring company. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless otherwise approved by the LESSOR, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates or other approved documentation must be received and approved by the LESSOR prior to occupancy. LESSOR retains the right to require changes in the character, coverages and amounts of coverage commensurate with changes in the LESSEE's use of the Premises or LESSEE's financial standing. All policy deductibles shall be shown on the certificate of insurance or other approved document, and meet the reasonable approval of LESSOR.

The failure of LESSOR to reject the LESSEE's proffered insurance shall not be deemed to constitute an acceptance by the LESSOR of deficient insurance coverage. If the LESSEE fails to procure or maintain any of the specified coverages within ten (10) calendar days after written notice from LESSOR, the LESSOR has the right, but not the obligation, to secure the coverage and charge the cost to the LESSEE along with a 20% administrative fee.

The LESSEE shall be responsible for determining the types and limits of insurance coverage required by any approved subleasee, permittee or contractor of the LESSEE commensurate with

the type of activity and associated risk levels. At a minimum, any sublessee, permittee or contractor shall carry Workers' Compensation (statutory requirements), aviation general liability and/or commercial general liability as applicable (minimum of \$1,000,000 per occurrence), and commercial automobile liability (minimum of \$1,000,000 combined single limit). LESSEE shall require in any approved sublease and/or operating permit executed with the LESSEE that the Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds on the sublessee's or permittee's aviation general liability insurance and/or commercial general liability policy, as applicable. All deductibles shall be commercially reasonable to the parties.

The requirements, procurement and carrying of the required insurance shall not limit any of the LESSEE's obligations or liability under this Agreement or as a matter of law.

Where "minimum limits" of insurance are specified in this Section, such minimum insurance limits are required and considered by LESSOR to be the lowest insured amounts acceptable under this Agreement. The LESSEE is not limited or restricted whatever in securing additional insurance coverage and higher insured limits than those specified herein if, at the LESSEE's determination and discretion and commensurate with the type of activity and associated business and operational risk, additional coverage and higher limits are necessary and appropriate.

Insurance shall include the following terms, conditions and minimum limits:

a) WORKERS' COMPENSATION

LESSEE shall maintain workers' compensation insurance to cover the statutory requirements of the workers' compensation laws of the State of Kansas for its operations on the Premises, and when applicable, employer's liability (including occupational disease) coverage.

Employers Liability Limits	\$1,000,000/\$1,000,000/\$1,000,000
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b) COMMERCIAL AUTOMOBILE LIABILITY

LESSEE shall maintain commercial auto liability insurance on an occurrence form. Minimum limits, as outlined herein, shall be:

Combined Single Limit

\$1,000,000 Each Accident

c) AVIATION AND/OR COMMERCIAL GENERAL LIABILITY

LESSEE shall maintain aviation and/or general liability insurance, as appropriate on an occurrence form. Coverage shall include on-going operations, product/completed operations (minimum of two years following the project completion) and personal and advertising injury. Minimum limits, as outlined herein, shall be:

General Aggregate	\$4,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$3,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds.

d) UMBRELLA/EXCESS LIABILITY COVERAGE

The LESSEE shall provide minimum umbrella/excess liability limits (excess of commercial automobile liability) of:

Each Occurrence Limit	\$2,000,000
Annual Aggregate Limit	\$2,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds covered under this umbrella/excess liability coverage.

e) POLLUTION LIABILITY COVERAGE

The LESSEE shall provide pollution liability coverage with a minimum limit of:

Each Claim	\$1,000,000
Aggregate Limit	\$2,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds covered under this *pollution liability* coverage.

LESSEE agrees that in the event of future changes in the law or upon notice by LESSOR, the minimum types and levels of insurance required by this Section may be increased within the bounds of commercial reasonableness.

LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of all certificates or other documentation approved by LESSOR evidencing that such insurance policies are in full force and effect, and make any or all policies available upon request. This Agreement shall not commence until policies of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing twelve (12) month period. Upon request, LESSOR may audit LESSEE's insurance coverages and policies. Failure to maintain satisfactory insurance policies in force shall constitute grounds for termination of this Agreement as set forth in Section 34, Termination by LESSOR, of this Agreement.

LESSEE shall be solely responsible for obtaining insurance policies that provide coverage for losses or damage of LESSEE-owned (personal and trade fixtures) property. The LESSOR shall not provide such insurance coverage for LESSEE-owned (personal and trade fixtures) property, or be responsible for payment of LESSEE's cost for such insurance.

31. ALL RISK PROPERTY INSURANCE

LESSEE, at its expense, throughout the Term of this Agreement, shall cause any Facilities, structures, fixtures and improvements on the Premises to be insured against loss or damage by fire or other casualty equal to the full replacement value thereof and by an all risk coverage policy furnished by a company licensed to do business in Kansas. Such policy shall not exclude, or in the alternative, shall carry full coverage endorsements for damage from tornado, hail, and sewer backup, and shall furnish LESSOR a certificate evidencing such insurance. The first dollar proceeds of any payments made under such insurance policy or policies shall be used to replace, restore, rehabilitate or reconstruct the insured Facilities, subject to the provisions governing damage or destruction found at Section 48. LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of all policies or certificates evidencing that such

insurance are in full force and effect, and stating the terms thereof. This Agreement shall not commence until policies of insurance satisfactory to LESSOR are supplied by LESSEE.

LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing twelve (12) month period. Failure to continuously maintain satisfactory insurance policies in force shall constitute grounds for termination of this Agreement.

In lieu of insuring the Premises by the LESSEE against the loss or damage by all risk coverage, LESSEE shall have the option to request that the Facilities and improvements on the Premises be insured under the LESSOR's blanket policy, and the LESSEE agrees to pay the premiums for the cost of the insurance, plus its prorata share of any deductible required to be paid by LESSOR under its blanket policy which is attributable to the Premises. The value of the Facilities and improvements shall be determined by the LESSOR.

LESSEE shall be solely responsible for obtaining insurance policies that provide coverage for losses or damage of LESSEE-owned (personal and trade fixtures) property. The LESSOR shall not provide such insurance coverage for LESSEE-owned (personal and trade fixtures) property, or be responsible for payment of LESSEE's cost for such insurance.

32. SUBROGATION OF INSURANCE

LESSOR hereby waives any and all rights of recovery against LESSEE for or arising out of damage or destruction of the Facilities, or the demised Premises, or any other property of LESSOR, from causes then included under any of LESSOR's property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of LESSEE, its agents, servants or employees or otherwise but only to the extent that its insurance policies then in force permit such waiver without diminution of LESSOR coverage.

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

its insurance policies then in force permit such waiver without diminution of LESSEE's coverage.

33. LOSS OF PERSONAL PROPERTY

Notwithstanding anything to the contrary, any personal property of LESSEE or others placed in or upon the Premises shall be at the sole risk of the LESSEE, and LESSOR shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the LESSEE waives all rights of subrogation against recovery from the LESSOR for such loss or damage unless such loss or damage is the result of the LESSOR's, its contractors, invitees and licensees, negligence or intentional misconduct.

Notwithstanding anything to the contrary, any personal property of LESSOR or others placed in or upon the Premises shall be at the sole risk of the LESSOR, and LESSEE shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the LESSOR waives all rights of subrogation against recovery from the LESSEE for such loss or damage unless such loss or damage is the result of the LESSEE's, its contractors, invitees and licensees, negligence or intentional misconduct.

34. TERMINATION BY LESSOR

The LESSOR, in addition to any other rights to which it may be entitled by law or otherwise, may terminate this Agreement by giving LESSEE written notice in the event of default by LESSEE under this Agreement failing to be cured or waived prior to the expiration of sixty (60) calendar days after the LESSEE's receipt of written notice of such default and opportunity to cure from the LESSOR, upon or after the happening of any one of the following default events:

(a) LESSEE shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and LESSEE is thereafter adjudicated bankrupt pursuant to such proceedings;

(b) A court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act, which proceedings have not been dismissed within one hundred and twenty (120) calendar days;

- (c) Receiver of LESSEE's assets shall be appointed which receivership has not been dismissed within one hundred and twenty (120) calendar days;
- (d) LESSEE shall be divested of its estate herein by other operation of law; or
- (e) LESSEE shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSEE are to be performed, kept or observed.

If any such condition or default cannot reasonably be corrected within the 60-day period and LESSEE has demonstrated due diligence with respect to curing said default, then, at the LESSOR's sole discretion, such cure period may be extended for consecutive periods of 30 calendar days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the Term shall cease and terminate at the end of the 30-day extension then in effect.

Acceptance of rental by LESSOR for any period or periods after a notice of default is issued by LESSOR of any of the obligations, terms, warranties and conditions herein contained to be performed, kept and observed by LESSEE shall not be deemed a waiver of any other right on the part of LESSOR to terminate this Agreement for failure by LESSEE so to perform, keep and observe any of the obligations, terms, warranties, or conditions hereof to be performed, kept and observed. No waiver of default by LESSOR of any of the obligations, terms, warranties or conditions hereof to be performed, kept and observed by LESSEE, shall be construed to be or act as a waiver of any subsequent default of any of the obligations, terms, warranties or conditions herein contained to be performed, kept and observed by LESSEE.

Upon termination hereunder, all rent and other payments required to be paid by LESSEE shall be prorated as of the effective date of such termination, and LESSOR or LESSEE shall promptly remit payment to the other of the net amount determined to be owed as a result of such proration.

35. TERMINATION BY LESSEE

The LESSEE, in addition to any other rights to which it may be entitled by law or otherwise, may terminate this Agreement by giving LESSOR written notice in the event of default by LESSOR under this Agreement failing to be cured or waived prior to the expiration of sixty (60) calendar days after the LESSOR's receipt of written notice of such event of default and opportunity to cure from the LESSEE, upon or after the happening of any one of the following default events:

(a) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any major part thereof for Airport purposes and the remaining in full force of such injunction for a period of at least one hundred twenty (120) calendar days;

(b) Inability of the LESSEE to use, for a period in excess of one hundred twenty (120) calendar days, the Airport or any part of the Facilities because of any law, order, rule, regulation or other action or non-action of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy;

(c) LESSOR shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSOR are to be performed, kept or observed:

- i. LESSEE may give LESSOR written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) calendar days after receipt of such notice by LESSOR, LESSEE may terminate this Agreement and the Term hereof shall cease and expire at the end of such sixty (60) calendar days in the same manner and to the same effect as if it were the expiration of the Term, unless such condition or default cannot reasonably be corrected within the sixty (60) calendar day period and LESSOR has demonstrated due diligence with respect to curing said default, then such cure period may be extended for consecutive periods of thirty (30) calendar days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the Term shall cease and terminate at the end of the thirty (30) calendar day extension then in effect;

(d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the Airport and the Facilities herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the LESSEE for a period of one hundred and eighty (180) days from operating on and within the Facilities and;

(e) In the event of destruction of the Facilities, improvements, or the demised Premises as more fully described in Section 48, Damage or Destruction.

Upon termination hereunder, all rent and other payments required to be paid by LESSEE shall be prorated as of the effective date of such termination, and LESSOR or LESSEE shall promptly

remit a net settlement payment(s) to the other as determined to be owed as a result of such proration.

36. MAINTENANCE AND REPAIR

LESSEE shall maintain and keep in good repair and condition, reasonable wear and tear and damage or destruction excepted, at its sole cost and expense the Premises as follows:

(a) Exterior of structures, and all exterior mechanical systems (heating, ventilation and air conditioning, and associated motors, boilers, chillers and ducting). "Exterior of structures" shall include but is not limited to the roofs, exterior façade and siding, exterior walls, gutters, downspouts, and load bearing structures of the buildings.

(b) The interior of all structures on the Premises including, but not limited to leasehold improvements, glass, paint, ballast and light bulb replacement, doorways, doors, walls, floors, plumbing, electrical, interior mechanical systems (heating, ventilation and air conditioning, and associated motors, boilers, chillers, ducting and filters), decorations and finishes, plumbing fixtures, equipment and furnishings, telephone, communication and data cables, conduit and accessories, piping, motors, signs, and any other repairs as required or necessary to keep all structures on the Premises in proper condition for the conduct of business.

(c) Grading and drainage systems and drains, paving, lighting, parking lots, fencing, paved hangar floors and approaches, streets and roadways within the Premises.

(d) Utilities at, upon or to the Premises.

(e) From time to time and as often as reasonably required by LESSOR and in accordance with state and local fire codes, conduct appropriate tests of all fire monitoring, alarm and extinguishing equipment, systems and apparatus located on the Premises. Keep in proper functioning order all fire suppression and extinguishing systems and equipment located on the Premises as required by LESSOR, and in accordance with NFPA, and state and local fire codes.

(f) All janitorial service, snow removal, landscaping, landscape maintenance and mowing, and daily routine Premises clean-up work and trash removal to keep the Premises in good and tenantable condition throughout the Term of this Agreement.

(g) The removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the leased Premises or out of its operation. Such removal shall conform to all governmental requirements and regulations as more fully described herein. Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine

clean-up of the Premises. LESSEE shall immediately react and take prompt corrective actions to remove and dispose of any paper, garbage and debris on Premises upon demand of LESSOR. LESSEE shall provide, and screen from public view, suitable covered receptacles for all garbage, trash and other refuse. Piling of boxes, cartons, barrels, pallets or other similar items in an unsightly or unsafe manner on or about the Premises in public view is forbidden.

(h) Repairs due to negligence of LESSEE to the extent not covered by the proceeds of insurance required to be carried by the Parties hereunder;

(i) A twelve percent (12%) administrative fee will be charged on any task that is performed by the LESSOR on behalf of LESSEE if LESSEE fails to perform such action within twenty (20) calendar days plus such additional time as may be reasonably required to complete the same following written notice given to LESSEE demanding performance. In case of emergency action taken in order to protect against personal injury or property damage but not limited to, for which no notice is necessary, LESSOR shall charge the same cost to the expense of LESSEE and a twenty percent (20%) administrative fee.

(j) The fee will be applied to the total cost incurred by the LESSOR in performing the task. The fee represents the LESSOR's cost to manage the task including procurement services, approval processes, management staff time, supervision and overhead. It does not include a profit component.

LESSOR shall be responsible for maintenance, repair and replacement of paved surfaces and storm drainage systems or other improvements on the Airport not within or upon the Premises; however, LESSEE shall be responsible for the repair or replacement of any damaged paved surfaces and/or sub-grade on the Airport that may be caused due to the LESSEE's negligence or intentional misuse, or consent to misuse, of such surfaces, systems or improvements, including but not limited to exceeding the weight bearing capacity limits of the pavements.

37. SNOW AND ICE REMOVAL

LESSEE shall be responsible for all snow and ice removal on the Premises. The Premises shall be maintained to a winter surface condition safe for aircraft operations, and safe for customers and employees moving and working on the ramp. At no time shall LESSEE engage in snow and ice removal beyond the Premises without the prior approval of the LESSOR.

Snow piles, windrows or other accumulations of snow shall 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 \$1,000,000 limit naming LESSEE, LESSOR and the City of Wichita as additional insureds.

LESSOR shall be responsible for snow and ice removal on common paved surfaces of the Airport not within the Premises.

38. LANDSCAPING

LESSEE shall provide and install appropriate landscaping and screening, including lawn, shrubbery, trees, bushes, and other plantings and screening on the Premises. All proposed landscaping plans and screening designs shall be submitted to the LESSOR for review and approval, which approval shall not be unreasonably withheld or unduly delayed. Such landscaping shall be in accordance with the Airport's design guidelines in effect at that time, and shall not be installed in such a manner so as to create a wildlife food source, habitat and hazard to aircraft operations. LESSEE agrees to maintain and/or replace such landscaping installations at least seasonally throughout the Term of this Agreement or any extension thereof should they fail

to survive in a manner aesthetically pleasing to LESSOR, a judgment which is to be exercised with reasonable discretion.

39. EXTERIOR SIGNS AND ADVERTISING

LESSEE agrees that no signs or advertising material shall be erected on the Premises or on any improvement or Facilities on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in advance in writing by LESSOR, which approval shall not be unreasonably withheld or unduly delayed. Pre-existing signs on the Premises installed prior to commencement of this Agreement are considered approved by the LESSOR.

Except to the extent existing prior to commencement of this Agreement, LESSEE shall have no rights to erect or install, or cause or consent to be erected or installed any commercial outdoor advertising by an outdoor commercial advertising agency.

LESSEE shall not erect, install, operate, nor cause or permit to be erected, installed, or operated upon any non-leased Premises of the Airport property, any signs, banners, or other similar devices for its own business, or the business of others without the LESSOR's prior written approval. This provision shall not have the effect of limiting or restricting LESSEE's right to enter into an agreement with LESSOR's authorized and permitted marketing, advertising or signage agency for the display of informational, marketing or advertising media at approved designated locations on Airport property.

40. PORTABLE STORAGE CONTAINERS/STRUCTURES

Unless specifically approved in writing, and under conditions specified by LESSOR, including but not limited to construction activity, LESSEE shall not place or allow to be placed upon Premises, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies outside of an enclosed permanent building or structure, which does not qualify as a building or structure.

41. GRANTING OF EASEMENTS

LESSEE shall not (i) grant easements, licenses and other rights or privileges in the nature of easements with respect to the Land, or (ii) release existing easements, licenses, right-of-ways and other rights or privileges, and LESSEE agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by LESSEE of (a) a copy of the instrument of grant or release or of the agreement or other arrangement, and (b) a written application signed by the LESSOR requesting execution and delivery of such instrument, provided that, such grant or release is not detrimental to the proper conduct of the business of LESSEE, and such grant or release will not impair the effective use or interfere with the efficient and economical operation of the Facilities. LESSEE shall not request any payment or other consideration for such execution, the same being amply supported by the promises exchanged in this Agreement. Any payments or other consideration received by LESSOR for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of LESSOR. The obligations of this Section shall survive termination of this Agreement.

42. RULES AND REGULATIONS

LESSEE, its agents and employees, shall be subject to any and all rules, regulations, Airport Standard Operating Procedures, orders and restrictions applicable to the Airport and applied and enforced in a non-discriminator manner which are now in force or which may hereafter be adopted by the Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, which are now in force or which may hereafter be promulgated, lawfully exercising authority over the Colonel James Jabara Airport or LESSEE's operations conducted hereunder.

LESSOR shall not be liable to LESSEE for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this Section provided, nor shall LESSEE be entitled to terminate this Agreement nor be entitled to seek any damages from LESSOR by reason thereof unless exercise of such authority shall so interfere with LESSEE's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in

accordance with the laws of the State of Kansas, or as set out in Section 35, Termination by LESSEE or be determined by a court of competent jurisdiction to be arbitrary or capricious.

43. MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES

LESSOR may, with due notice, from time-to-time, adopt and enforce reasonable and non-discriminatory Minimum Standards for Aeronautical Activities on the Airport, and amendments thereto, and the LESSEE agrees to observe and comply with the same. However, any minimum standards which may be developed and promulgated in the future shall not have the effect of imposing upon LESSEE the requirements of additional Facilities, services or standards beyond that set forth in this Agreement .

44. ENCROACHERS, TRESPASSERS AND OTHER THIRD PARTY HAZARDS

LESSEE shall lawfully remove, or cause to be removed by LESSOR or other official law enforcement agency, all encroachers, trespassers and other third parties violating laws of the federal, state or local government, or who are not on the Premises for legitimate purposes.

45. FIRE EQUIPMENT AND SYSTEMS

LESSEE shall furnish and maintain on the Premises sufficient smoke detectors, portable fire extinguishing equipment and sufficient fire suppression as may be required by city code and insurance underwriters.

46. ENVIRONMENTAL COVENANTS

(a) The LESSEE hereby covenants that it shall not cause or permit any Hazardous Substances to be placed, held, located, or disposed of, on, under or at the Premises and storage tank or within the vicinity, shown on the attached **Exhibit A**, other than in the ordinary course of business and in compliance with all applicable laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided in this Agreement to the LESSOR, the LESSEE hereby agrees to indemnify and hold harmless the LESSOR and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSOR or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during any Term of this Agreement of any Substance (hazardous or otherwise) regulated by any applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws), if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, contractors, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(c) If, during the Term of this Agreement, the LESSEE receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any substance (hazardous or otherwise) on the Premises or in connection with the LESSEE's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the LESSEE from any persons or entity (including, without limitation, the United States Environmental Protection Agency (EPA) or the Kansas Department of Health and Environment (KDHE)), the LESSEE shall immediately notify the LESSOR in writing of said notice.

(d) The LESSOR shall have the right, but not the obligation, and without limitation of the LESSOR's other rights under this Agreement, to enter the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any substance (hazardous or otherwise) or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any substance (hazardous or otherwise) or an environmental complaint pertaining to the Premises or any

part thereof which, if true, could result in an order, suit or other action against the LESSEE and/or which, in the reasonable judgment of the LESSOR, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the LESSEE or if the circumstances result from a substance (hazardous or otherwise) owned by, or located on the Premises by the LESSEE (without regard to the actual cause of any escape, seepage, 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 fifteen (15) calendar days of written demand by Landlord.

(e) If an event of default shall have occurred and be continuing, the LESSEE at the request of the LESSOR shall periodically perform, at the LESSEE's expense, an environmental audit and, if reasonably deemed necessary by the LESSOR, an environmental risk assessment, of the Premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the LESSEE with respect to the Premises. Such audits and/or risk assessments shall be conducted by an environmental consultant satisfactory to the LESSOR, and all environmental audits and environmental risk assessments must be reasonable satisfactory to the LESSOR. Should the LESSEE fail to perform any such environmental audit or risk assessment within ninety (90) calendar days of the written request of the LESSOR, the LESSOR shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the LESSOR in the exercise of such rights shall be payable by the LESSEE on demand.

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

(g) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the LESSOR hereby agrees to indemnify and hold harmless the LESSEE from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSEE by any person or entity for, arising out of, the presence

on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the Term of this Agreement and the period prior to the Term of this Agreement of any Substance (hazardous or otherwise) including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any hazardous substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, invitees and/or licensees.

Environmental compliance shall not be limited to those items noted within this Agreement but shall include any current or future federal, state, or local law, statute or regulation, that may be required of LESSEE's operation, (storage or use of substances (hazardous or otherwise), activities of LESSEE's employees or contracted vendor's etc.). LESSEE shall provide LESSOR upon request copies of any plan, training program, training records, material safety data sheet or any other documentation required by said laws.

(h) The provisions of this Section shall survive the termination of this Agreement.

47. INDEMNITY

To the extent allowed by law, LESSEE, shall protect, defend and hold LESSOR and the City of Wichita and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), or other liability of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of LESSEE's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSOR. The LESSOR shall give to LESSEE reasonable notice of any such claims or actions.

To the extent allowed by law, LESSOR shall protect, defend and hold LESSEE, its officers, joint venture members, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), or other liability of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts of omissions of LESSOR's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSEE. The LESSEE shall give LESSOR reasonable notice of any such claims or actions.

Should LESSEE, its employees, subcontractors, suppliers, agents, customers, and/or representatives cause any violations of federal, state or local law, regulation or ordinance, and should LESSOR be cited for a fine or penalty for such violation, LESSEE agrees to reimburse LESSOR for any monetary fine or penalty which may be imposed on LESSOR. However, nothing herein shall prevent the LESSEE from contesting the legality, validity or application of such fine or penalty to the full extent LESSEE may be lawfully entitled, nor require LESSOR to pursue such a contest on LESSEE's behalf.

The provisions of this Section shall survive the expiration or termination of this Agreement to the extent that they relate to liabilities, losses, suits, claims, judgments, fines or demands arising from or incident to events occurring during LESSEE's occupancy of the Premises. The LESSEE shall use counsel reasonably acceptable to LESSOR in carrying out its obligations in this Section.

48. DAMAGE OR DESTRUCTION

In the event that facilities or improvements on the Premises are damaged or destroyed in whole or in part by fire, lightning or any other peril or other casualty during the Term of this Agreement, this Agreement shall remain in full force and effect and LESSEE shall proceed with due diligence to repair, restore, rebuild or replace said damaged or destroyed property or parts thereof to as good a condition as all affected properties were in immediately prior to such damage or destruction, subject to such alterations as LESSEE may elect to make and are permitted in this Agreement. All proceeds from the insurance policies related to such damage or destruction shall be first applied to cover the cost of such repairs or restoration. In alternative, and in LESSOR's discretion to allow and LESSEE's election to exercise, LESSEE may be released from this Agreement upon payment of all demolition and removal costs for damaged or destroyed

improvements and payment to LESSOR of an amount equal to the fair market value of the property immediately prior to damage or destruction, less the proceeds from the insurance policies related to such damage or destruction received by LESSOR shall be applied for LESSEE's account so that it may pay such fair market value.

49. CONDEMNATION

If, during the Term, title to, or the temporary use of, all or any part of the Premises shall be condemned by any authority exercising the power of eminent domain, LESSEE shall, within fifteen (15) calendar days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify LESSOR in writing as to the nature and extent of such condemnation and whether it is practicable for LESSEE to acquire or construct substitute improvements, or whether LESSEE shall elect to terminate this lease.

If LESSEE shall determine that such substitution is practicable and desirable and LESSOR shall agree thereto, LESSEE shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute improvements. In such case, any net proceeds received from any award or awards with respect to the Premises or any part thereof made in such condemnation or eminent domain proceeds shall be used and applied for the purpose of paying the cost of such substitution. Any proceeds not required for such costs shall be distributed to the Parties in pro-rata distributions as their interests may appear based upon Term remaining and the fair market value of each party's interest at the time the proceeds are received.

If LESSEE shall determine that it is not practicable and desirable to acquire or construct substitute improvements, any net proceeds shall be distributed to the Parties in pro-rata distributions as their interests may appear based upon the Term remaining, and the fair market value of each party's interest at the time the proceeds are received.

LESSOR shall cooperate fully with LESSEE in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Premises or any part thereof. In no event shall LESSEE or LESSOR voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Premises without the mutual agreement and written consent of the other party to this Agreement.

50. MODIFICATIONS FOR GRANTING FAA FUNDS

In the event that the LESSOR determines the Federal Aviation Administration requirements call for modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, these modifications or changes shall supersede this Agreement and LESSEE agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required by the LESSOR to fully comply with federal grant assurances and directives and to obtain Federal Aviation Administration grants-in-aid, provided that no such changes shall materially alter the rights or obligations of LESSEE hereunder.

51. NONDISCRIMINATION

The LESSEE agrees that it shall not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, age (except where age is a bona fide occupational qualification), national origin or ancestry in its operations or services, and its use or occupancy of property under this Agreement. The LESSEE agrees to comply with all applicable provisions of federal and state laws, regulations, or executive orders prohibiting discriminatory conduct.

52. GENERAL PROVISIONS

Maintenance, Repair, Direction and Control. LESSOR reserves the right, but is not obligated to exercise the right, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in this regard. These areas shall include, but are not limited to, those areas which are necessary to serve the aeronautical users of the Airport, except that LESSOR shall not be obligated to maintain and keep in repair such areas of the Airport as may be leased to or under the control of Airport tenants, whether such area serves aeronautical users or otherwise.

Operation of Airport by the United States of America. This Agreement and all the provisions hereof shall be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

14 CFR Part 77 of Federal Aviation Regulations. LESSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building, structure, or attachment thereto is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises. LESSEE by accepting this Agreement expressly agrees for itself, its successors and assigns, that it shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises which shall exceed such maximum height as may be stipulated by LESSOR. It is understood and agreed that applicable laws, codes, regulations or agreements concerning height restrictions shall govern the maximum height to be stipulated by LESSOR. In the event the aforesaid covenants are breached, LESSOR reserves the right to enter upon the Premises and to remove the offending structure or object, and cut down the offending tree, all of which shall be at the expense of LESSEE and without liability to LESSOR.

Airspace. There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of LESSOR shall result from the exercise of this right.

Easement for Flight. LESSEE releases LESSOR from any present or future liability whatsoever and covenants not to sue LESSOR for damages or any other relief based directly or indirectly upon noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions occurring as a result of aviation or airport related operations at or otherwise associated with the Airport. This release and covenant includes but is not limited to claims for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, nuisance, or inverse condemnation or for injunctive or other extraordinary or equitable relief. It is further agreed that LESSOR shall have no duty to avoid or mitigate such damages by, without limitation, setting aside or condemning buffer lands, rerouting air traffic, erecting sound or other barriers, establishing curfews, noise or other regulations, relocating airport facilities or operations or taking other measures, except to the extent, if any, that such actions are validly required by government authority. LESSOR reserves these rights from the Premises an easement for flight of aircraft in or adjacent to the airspace above the Premises and for the existence and imposition over, on and upon said Premises of noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions, discomfort,

inconvenience, interference with use and enjoyment, and any consequent reduction in market value which may occur directly or indirectly as a result of aviation, airport or airport-related operations at or otherwise associated with use of the Airport. LESSEE accepts the Premises subject to the risks and activities hereinabove described.

Airport Hazards. LESSEE by accepting this Agreement agrees for itself, its successors and assigns, that it shall not make use of the Premises in any manner which may interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this Agreement Term is breached, LESSOR reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of LESSEE without liability to LESSOR of any kind; provided, LESSEE shall have the first opportunity to abate such interference.

Airport Rules and Regulations, Policies, and Standard Operating Procedures. LESSOR shall have the right to adopt, amend and enforce reasonable airport rules and regulations, policies and standard operating procedures with respect to use of and the conduct and operation of the Airport, its buildings and facilities or any improvements within the present or future boundaries of the Airport, which LESSEE agrees to observe and obey.

Federal Aviation Administration Requirements. LESSOR and LESSEE agree that the requirements of the FAA set out below are approved by both Parties, and if applicable, LESSEE agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this Agreement:

(a) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Land that in the event facilities are constructed, maintained or otherwise operated on the Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said Facilities, (2) that in the

construction of any improvements on, over, or under such Land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The LESSEE assures that it shall undertake an affirmative action program if required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it shall require that its covered suborganizations provide assurances to the LESSEE that they similarly shall undertake affirmative action programs, and that they shall require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) LESSEE agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that LESSEE may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) LESSOR reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in this regard.

(g) LESSOR reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of LESSEE, and without interference or hindrance.

(h) LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

(i) During time of war or national emergency LESSOR shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this Agreement shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.

(k) There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the Airport.

(l) This Agreement shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America or any agency thereof relative to the operation, development or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Subordination to Agreements with the U.S. Government. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between LESSOR and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to LESSOR for Airport purposes, or the expenditure of federal funds for the improvement or development of Airport, including the expenditure of federal funds for the development of Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. LESSOR covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

Non-Waiver of Rights. No waiver or default by either party of any of the terms, warranties, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, warranties, covenants or conditions herein contained, to be performed, kept and observed by the other party.

Captions. The captions/headings of the Sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Severability and Invalid Provisions. In the event any term, covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term, covenant, condition or provision herein contained; provided, however, that the invalidity of any such term, covenant, condition or provision does not materially prejudice either the LESSOR or the LESSEE in their respective rights and obligations contained in the valid terms, covenants, conditions or provisions in this Agreement.

Waiver of Claims. LESSOR and LESSEE hereby waive any claim against the other and their officers or employees for loss of anticipated profits, consequential or incidental damages, or claim for attorney fees caused by or resulting in any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or the manner in which it is executed or performed, or by any judgment or award in any legal proceeding declaring this Agreement null, void or voidable, or delaying the same of any part thereof, from being carried out. This waiver extends to all claims, whether the supporting legal theory lies in common law or has a statutory basis.

Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

Incorporation of Required Provisions. The Parties incorporate in this Agreement by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

Non-Liability of Agents and Employees. No member, manager, officer, agent or employee of either party to this Agreement shall be charged personally, or held contractually liable by or to the other party under the terms or provisions of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution.

Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto where permitted by this Agreement.

Time of Essence. Time is of the essence in this Agreement.

Relationship of the Parties. It is understood LESSEE is not in any way or for any purpose a partner or joint venturer with or an agent of LESSOR. LESSEE shall act as an independent contractor in the performance of its duties pursuant to this Agreement.

Interpretation. LESSOR and LESSEE hereby agree that this Agreement shall not be construed or interpreted in favor of either party on the basis of preparation.

Kansas Laws to Govern. This Agreement is created in the State of Kansas and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas, and venue for resolution of any issue pertaining to this Agreement shall be in Sedgwick County, Kansas.

53. FORCE MAJEURE

Anything contained in this Agreement to the contrary notwithstanding, neither Party shall be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Agreement if non-performance shall be due to any "Act of God" or "Force Majeure" which terms are defined for purposes of this Agreement as strikes, lockouts, civil commotion, riots, material or labor restrictions by any governmental authority, shortage of materials, explosions, earthquakes, fire, floods, catastrophic weather events, acts of the public enemy, wars, acts of terrorism, insurrections. The occurrence of any Act of God or Force Majeure shall be excused for the period of the delay thus occasioned and the period for performance of any such acts shall be extended for a period equivalent to the period of such delay.

54. THIRD PARTY RIGHTS

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

55. QUIET ENJOYMENT

LESSOR agrees that, on payment of the rentals and fees and performance of the terms, covenants, conditions and agreements on the part of LESSEE to be performed in this Agreement, LESSEE shall have the right to peaceably occupy and enjoy the Premises, subject however, to the provisions otherwise set out in this Agreement.

56. HOLD OVER

In the event LESSEE holds over the lease of the Premises, any rights granted after expiration of this Agreement without any written renewal of it shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a month-to-month arrangement, which may be terminated within thirty (30) day notice by LESSOR or LESSEE.

57. SURRENDER OF POSSESSION AND RESTORATION

LESSEE shall yield and deliver to LESSOR possession of the Premises at the expiration or termination of this Agreement in good condition in accordance with LESSEE's obligations in this Agreement, except for reasonable wear and tear, and LESSEE is relieved of financial responsibility for fire or other casualty to the extent that LESSOR has received full compensation for its losses from insurance proceeds. LESSEE shall, at its expense, deliver the Premises in good order and condition, including:

- a) cleaning and hauling away all supplies and trash;
- b) removing by legal means all materials or other substances classified as hazardous;
- c) leaving in operating condition all bulbs and ballasts;
- d) replacing all broken glass; and
- e) return to LESSOR all keys to all doors and gates.

LESSEE, at LESSEE's expense, shall remove prior to the termination or expiration of this Agreement all trade fixtures and personal property placed by LESSEE on or about the Premises herein leased, subject to LESSEE's repairing any damage thereto caused by such removal and

subject to any valid lien which LESSOR may have on that property for unpaid rents, expenses or fees.

In the event LESSEE does not remove all of its trade fixtures and personal property within thirty (30) calendar days after the termination of this Agreement, any remaining property shall be considered abandoned and LESSOR may take possession and use for its own purposes, or alternatively dispose of said property without any further responsibility or liability to LESSEE. The net disposal costs of such property shall be the financial obligation of LESSEE.

58. ENTIRE AGREEMENT; SUPERCEDES PRIOR LEASES AND ARRANGEMENTS

The Parties understand and agree that this instrument contains the entire agreement between them. The Parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as expressed in this Agreement, and that no claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for which they are acting herein.

The Parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel deemed necessary for them to form a full and complete understanding of all rights and obligations herein.

As of the effective date hereof, this Agreement shall supercede all prior agreements and arrangements between the Parties as of the effective date hereof. Specifically, the following documents are of no further force or effect as of such effective date:

Bond Lease 3560/3520 North Jabara Road dated May 1, 1983 MCA FBO/Hangars #1, #2 and #3; Lease 3510 North Jabara Road dated November 19, 1984 MCA Hangar #4; Lease 3420 N. Jabara Road dated June 19, 1995 MCA Hangar #5; Lease 3416 North Jabara Road dated November 6, 1995 MCA Hangar #6; Lease 3410/3406 North Jabara Road dated October 6, 1996 MCA Hangars #7 & #8; and Lease 3740 North Jabara Road dated August 22, 2000 MCA Hangar #9.

59. AMENDMENT

No amendment, modification, or alteration of the Terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties hereto.

60. APPROVAL, CONSENT, DIRECTION OR DESIGNATION BY LESSOR

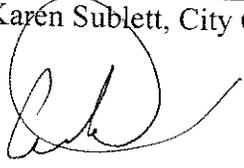
Wherever under this Agreement, approvals, consents, directions, or designations are required or permitted, such approvals, consents, directions, or designations required or permitted under this Agreement shall be performed by the Director of Airports, or his/her authorized representative. Approvals, consents, directions, or designations made at any time by the Director of Airports, and from time to time, may be modified as to future matters by notice from LESSOR to LESSEE.

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

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk



By _____
Jeff Longwell, President
"LESSOR"

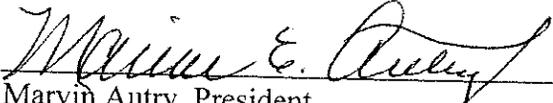
By _____
Victor D. White, Director of Airports

Date: _____, 2015

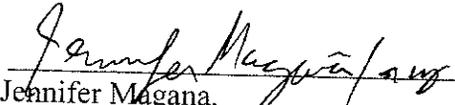
ATTEST:

MIDWEST CORPORATE AVIATION, INC.

By 

By: 
Marvin Autry, President
"LESSEE"

Date: 7 Dec, 2015

APPROVED AS TO FORM:  Date: 12-8, 2015
Jennifer Magana,
City Attorney and Director of Law

EXHIBITS:

- Exhibit A Facilities
- Exhibit B Aircraft Parking Ramp

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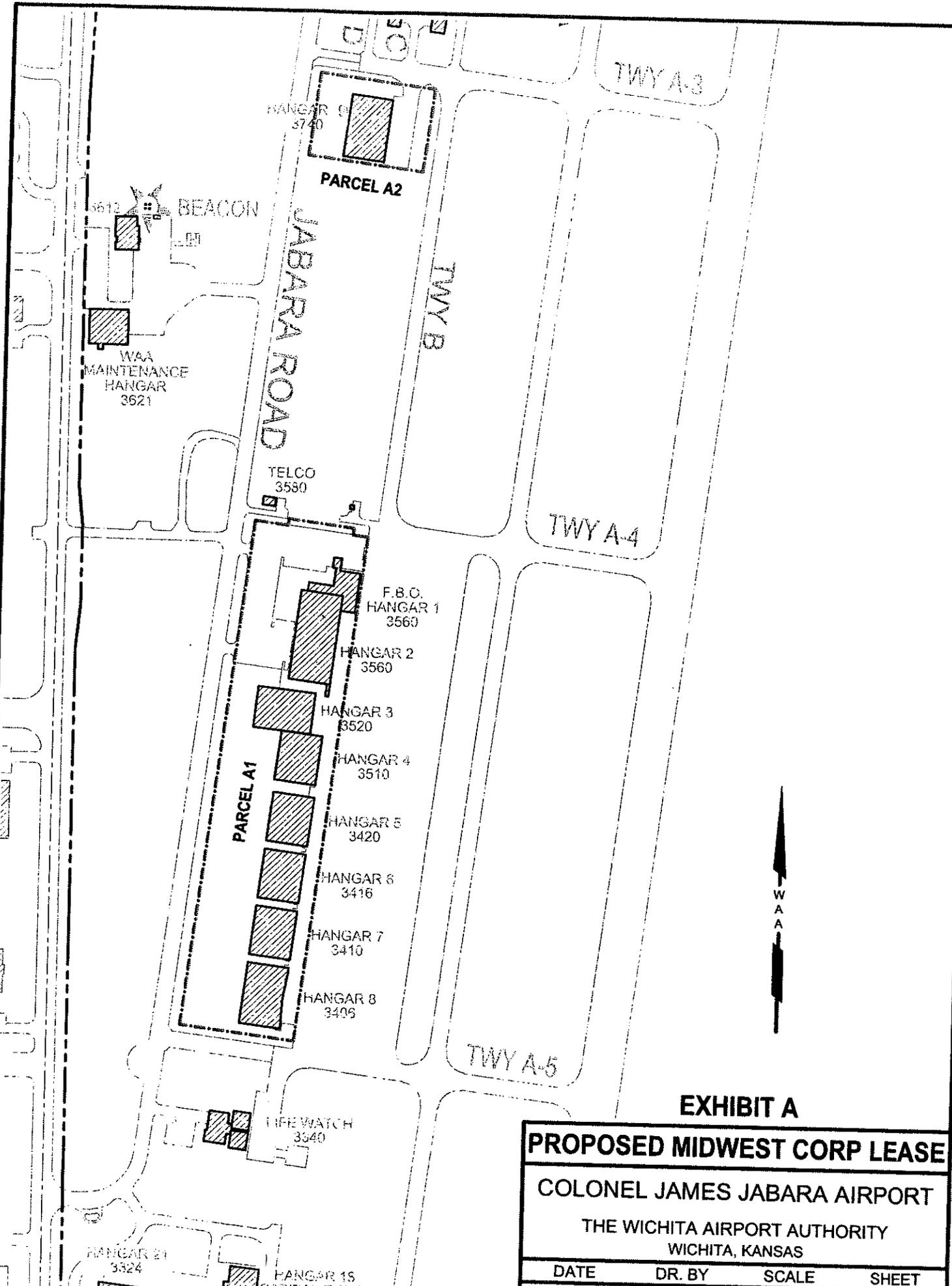


EXHIBIT A

PROPOSED MIDWEST CORP LEASE

COLONEL JAMES JABARA AIRPORT
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
12/3/15	H.G.O.	1" = 200'	1 of 1

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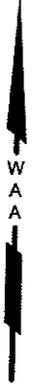
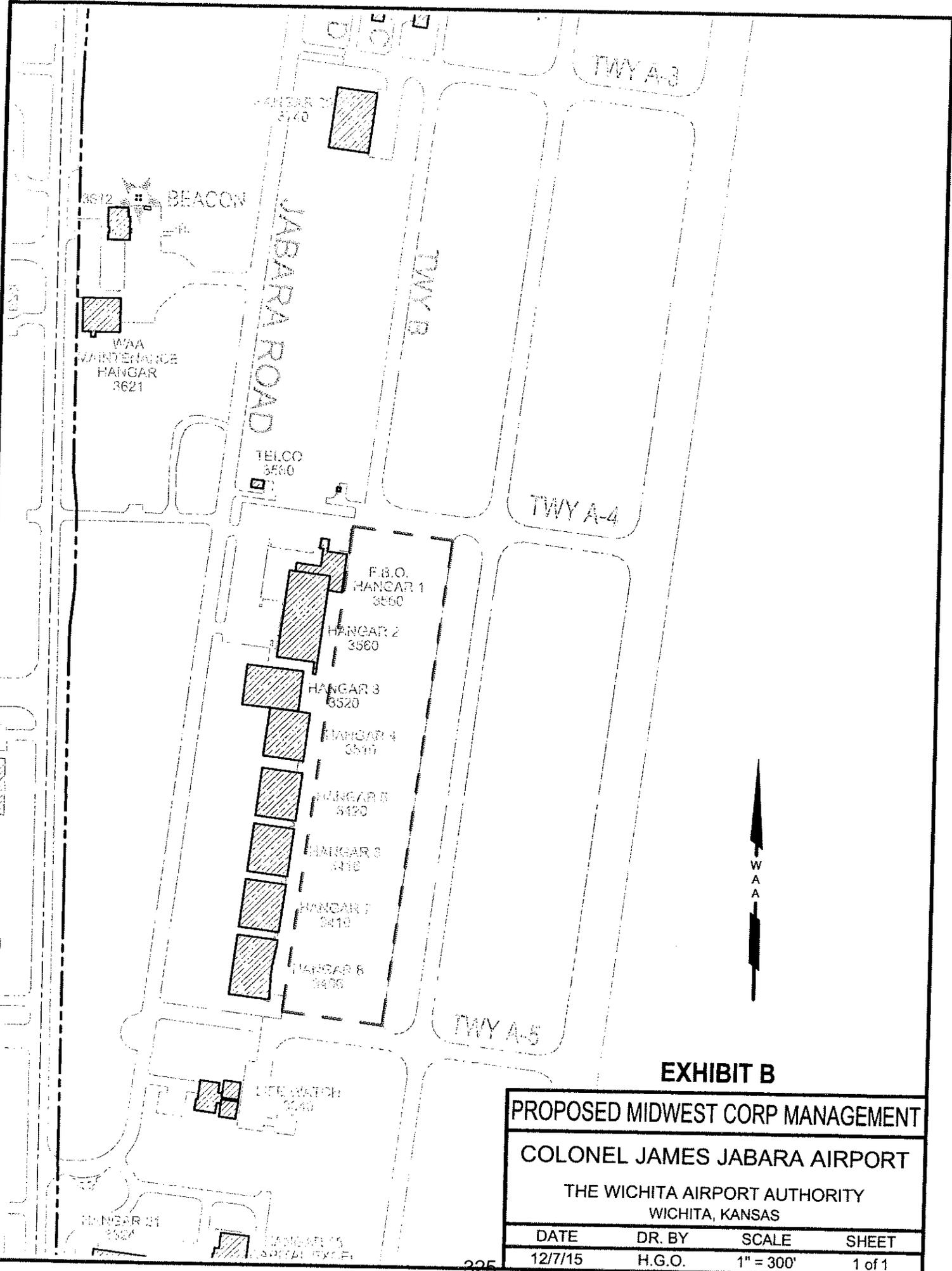


EXHIBIT B

PROPOSED MIDWEST CORP MANAGEMENT			
COLONEL JAMES JABARA AIRPORT			
THE WICHITA AIRPORT AUTHORITY			
WICHITA, KANSAS			
DATE	DR. BY	SCALE	SHEET
12/7/15	H.G.O.	1" = 300'	1 of 1