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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. November 17, 2015

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of regular meeting on November 10, 2015

AWARDS AND PROCLAMATIONS

-- Proclamations:
Judy Sneath Day
Small Business Day

-- Service Award:
2015 Tom McGaughey Fire Service Award

I. PUBLIC AGENDA

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

1. Craig Dye - Sidewalk issues.

II. CONSENT AGENDA ITEMS 1 THROUGH 36

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Petition to Renovate Building Facade at 125 N. Emporia. (District VI)

   RECOMMENDED ACTION: Approve the petition, adopt the resolution setting a public hearing for December 1, 2015 and authorize the necessary signatures.

2. Site Improvement to Old Cowtown Museum. (District VI)

   RECOMMENDED ACTION: Accept the improvement of a new dirt farm road at the Old Cowtown Museum.

3. Quarterly Financial Report for the Period Ended September 30, 2015.

   RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the Period ended September 30, 2015.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

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

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 36)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated November 16, 2015.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

New	2015	(Consumption on Premises)
Tomas Limon	Tortas Locas Inc.**	1580 West 21st North
Stephen H Davis	Wing Stop**	7325 West Taft #106
New	**2015**	**(Consumption off Premises)**
Nardis Sultana	Family Mart***	1545 South Meridian Ave
Renew	**2015**	**(Consumption on Premises)**
Michael J Mohr	Los Pinos**	1225 West Douglas

   **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. Consideration of Street Closures/Uses:
   a. Community Events - Red Dress Dash. (District VI)
   b. Community Events – 40th Annual Turkey Trot, 10 Mile and 2 Mile. (District II)
   c. Community Events - Our Lady of Guadalupe Fiesta. (District VI)

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

5. Minutes of Advisory Boards/Commissions:
   Board of Building Code Standards and Appeals, October 5, 2015

   RECOMMENDED ACTION: Receive and file.

6. Report on Claims for October 2015.

   RECOMMENDED ACTION: Receive and file.

7. Contracts and Agreements for October 2015.

   RECOMMENDED ACTION: Receive and file.

8. Chisholm Creek Park Federal Lands Access Program (FLAP) Grant Amount Adjustment. (District I)

   RECOMMENDED ACTION: Approve the revised FLAP grant Agreement and authorize the necessary signatures.

9. O. J. Watson Park Fishing Dock, CFAP Grant Award. (District III)

   RECOMMENDED ACTION: Accept the CFAP grant and authorize the necessary signatures.

10. Leasing of Site for an Outdoor Advertising Sign in the 600 Block of North Hydraulic. (District I)

    RECOMMENDED ACTION: Approve the lease agreement; and authorize all necessary signatures.

11. Street Lighting Agreement. (District II)

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

12. Nuisance Abatement Assessments, Lot Clean Up.

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

13. Nuisance Abatement Assessments, Cutting Weeds.

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

14. Property and Evidence Improvements.

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

15. 2015 Dead End Elimination and Redundant Feed.

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

16. 2016 Reconstruction or Rehabilitation of Aged Sanitary Sewers (S-4) and Water Mains Replacement or Relocation (W-67).

    RECOMMENDED ACTION: Approve the projects and budgets, adopt the resolutions, and authorize the necessary signatures.

17. Cultural/Tourism Facilities Improvements.

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

18. Water Treatment Plant Chemical Feed System Improvements.

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

19. Sidewalk Repair Assessment Program.

    RECOMMENDED ACTION: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

20. On-Call Architectural Services.

    RECOMMENDED ACTION: Approve the selection of Schaeffer Johnson Cox Frey Architecture, GLMV Architecture and Spangenberg Phillips Tice Architecture as On-Call Architects, approve the Contracts and authorize the necessary signatures.

21. Second Reading Ordinances: (First Read November 10, 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.

22. *VAC2015-00014 - Request to Vacate a Portion of Platted Public Street Right-of-Way on Property Generally Located Between Barwise and Mosley Avenues and North of 13th Street North. (District VI)

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

23. *VAC2015-00030 - Request to Vacate a Portion of Platted Complete Access Control on Property Generally Located South of 21st Street North, on the West Side of Rock Road and South of North Rock Road Court. (District II)

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

24. *VAC2015-00036 - Request to Vacate a Front Building Setback Established by a Vacation Order on Property Generally Located West of Waco Avenue on the South Side of Central Avenue. (District IV)

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

25. *ZON2010-00028– Extension of Time to Complete the Platting Requirement for a Zone Change from SF 5 Single Family Residential ("SF-5") to LC Limited Commercial ("LC") and OW Office Warehouse ("OW"), Generally Located West of North Meridian Avenue and North of K-96, (CUP 2010-00016). (District VI)

    RECOMMENDED ACTION: Approve an extension of the platting deadline to September 21, 2017.

26. *ZON2015-00035 – Zone Change from LC Limited Commercial to CBD Central Business District on Property Located at 915, 917 and 923 West Douglas Avenue, east of South Walnut Street and south of West Douglas Avenue. (District IV)

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

27. *ZON2015-00036 – Zone Change from SF-5 Single-Family Residential to B Multi-Family Residential District on Property Located at Southeast Corner of West 45th Street South and South Meridian Avenue. (District IV)

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

28. *ZON2015-00039 – City Zone Change from Limited Commercial to Central Business District on Property Generally Located West of Seneca Street, East of Dodge Avenue, on the South Side of Douglas Avenue. (District IV)

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

29. *ZON2015-00040 – Zone Change from Limited Industrial to Central Business District Subject to the Delano Overlay District on Property Generally Located West of Seneca Street, on the northeast corner of North Elizabeth Avenue and West Douglas Avenue. (District VI)

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

30. *ZON2015-00041 – Zone Change from Limited Industrial to Central Business District Subject to the Delano Overlay District on Property Generally Located West of Seneca Street, West of North Elizabeth Avenue on the North Side of West Douglas Avenue, 1520 West Douglas Avenue. (District VI)

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

31. *ZON2015-00042 - City Zone Change from TF-3 Two-Family Residential, MR-29 Multi-Family Residential and B Multi-Family Residential to LC Limited Commercial on Property Generally Located Southeast of the Intersection of East Harry Street and South Oliver Avenue. (District III)

    RECOMMENDED ACTION: Approve the zoning with the provisions of Protective Overlay 301 and place the ordinance on first reading (simple majority of four votes required).

32. *ZON2015-00044 – City Zone Change from General Office to Limited Commercial on Property Generally Located South of Harry Street on the West Side of Webb Road. (District II)

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

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

33. *Wichita Airport Hotel, LLC - Supplemental Agreement No. 1 - Wichita Dwight D. Eisenhower National Airport.

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

34. *VIP and Disabled Veterans Complimentary Parking Policy for Customer Lots - Wichita Dwight D. Eisenhower National Airport. (*PULLED PER CITY MANAGER*)

    RECOMMENDED ACTION: Approve the following policy: 1) No future VIP courtesy parking passes be issued, and 2) Qualified disabled veterans who possess identification in compliance with state law shall be allowed complimentary parking privileges at Eisenhower National Airport in the cashier-controlled lots.

35. *LeaseCorp Aviation, LLC Assignment of Lease - Wichita Dwight D. Eisenhower National Airport.

    RECOMMENDED ACTION: Approve the LeaseCorp Lease Assignment to INTRUST Bank, N.A.

36. *Assignment and Assumption Agreements - Cessna Aircraft Company and Yingling Aircraft, Inc. - Wichita Dwight D. Eisenhower National Airport.

    RECOMMENDED ACTION: Approve the Assignment and Assumption Agreements and authorize the necessary signatures.

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: Petition to Renovate Building Facade at 125 N. Emporia (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the petition and adopt the resolution.

Background: Since 2001, the City of Wichita has operated the Facade Improvement Program, which provides low-cost loans and grants to enhance the visual aesthetics of buildings located in defined areas needing revitalization, including the City's core area. In 2009, the Façade Program was revised to require that private funding for overall project costs be at least equal to public funding and that applicants show a financial need for public assistance in order to complete the project, based on the owner's ability to finance the project and assuming a market-based return on investment.

TGC 125, LLC has submitted the attached petition, as owner of 125 N. Emporia, for special assessment financing under the Façade Program to finance exterior improvements to the building as part of a larger renovation project.

Analysis: The project is part of the acquisition and rehabilitation of 125 N. Emporia, north of Douglas and Emporia. The overall project includes a $742,874 acquisition and renovation, including interior and exterior improvements to the building. The building will be the new headquarters of TGC Development Group. The $60,000 facade project will include stucco repair and replacement, new windows and awnings, and additional work to restore the building and meet code requirements. The Office of Urban Development has reviewed the economic "gap" analysis of the project and determined a financial need for incentives based on the current market.

A background check has been completed on the applicant. The records were reviewed by Urban Development and the Law Department. The records did not reveal any negative information of concern or a risk to the City.

The first step in approving a façade improvement project includes approval of the petition by the City Council and adoption of the attached resolution, which makes a finding that the project is advisable and sets a public hearing for December 1, 2015 to consider the adoption of a maximum assessment ordinance to legally assess the façade project costs to the property. Once the ordinance is adopted and all other conditions are met, the property owner can cause the improvements to be constructed.

Financial Considerations: The façade project budget set forth in the petition is $70,000, to be financed by special assessments under the Façade Improvement Program, which provides for a $10,000 grant for a mid-block building or $30,000 grant for corner buildings. The project is eligible for $10,000 from the grant funding component of the Facade Program, for a total of $60,000.

When completed, the project will be financed by general obligation special assessment bonds, paid as to principal and interest with special assessments levied against the improved property and backed by the full faith and credit of the City of Wichita. Included in the bond issue amount will be a financing contingency

reserve equivalent to one year's debt service to mitigate risk and ensure the maximum assessment is not exceeded. In lieu of a letter of credit, the owner will pay the construction costs until the façade project is complete and special assessments can be placed on the property.

Legal Considerations: State statutes provide the City Council authority to use special assessment funding for the project. The form of the petition and resolution has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the petition, adopt the resolution setting a public hearing for December 1, 2015 and authorize the necessary signatures.

Attachments: Petition and resolution.

RECEIVED
NOV 04 '15
CITY CLERK/RICE

PETITION

(FAÇADE IMPROVEMENTS – 125 N EMPORIA IMPROVEMENT DISTRICT)

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:

Construction of improvements to area walls on public ways or land abutting thereto consisting of façade improvements (the "Improvements").

(b) The estimated or probable cost of the proposed Improvements is: $70,000, including interest on financing and administrative and financing costs.

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

See ***Exhibit A*** attached hereto.

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

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

(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.

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.

[BALANCE OF THIS PAGE INTENTIONALL LEFT BLANK]

Signature	Dated	Property Owned Within Proposed Improvement District
TGC 125, LLC		125 N. Emporia
Nicholas J. Esterline, Owner		

****

THIS PETITION was filed in my office on 11-4-15; and was examined, considered and found sufficient by the governing body of the City on _____.

Deputy City Clerk

Exhibit A

125 N Emporia Facade Improvement District

Property Subject to Assessment

Lot 8 Emporia Ave.
Lot 8 Emporia Ave. J R Mead's Addition of Wichita, Sedgwick County, Kansas.
Pin #00118531
Geo Code #B 00130

125 N Emporia Ave.
Lot 6 Emporia Ave. J. R. Mead's Addition of Wichita, Sedgwick County, Kansas.
Pin #00118530
Geo Code #B 00129

(Published in the ***Wichita Eagle***, on November 20, 2015)

RESOLUTION NO. 15-360

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 (FAÇADE IMPROVEMENTS– 125 NORTH EMPORIA IMPROVEMENT DISTRICT).

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 improvements to area walls on public ways or land abutting thereto consisting of façade improvements (the "Improvements").

(b) The estimated or probable cost of the Improvements is $70,000, including interest on financing and administrative and financing costs.

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

See ***Exhibit A*** attached hereto.

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

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

(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.

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. Construction of the Improvements shall not begin until a notice to proceed has been issued by the City.

Section 3. **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 4. **Preparation of Assessment Roll; Notice of Public Hearing**. The Governing Body hereby determines to proceed pursuant to the provisions of K.S.A. 12-6a09(c) to determine the maximum amount of assessments levied against the Improvement District prior to the commencement of the Improvements. Accordingly, estimated costs of the Improvements set forth in Section 1(b) hereof shall be used as the basis for such maximum assessments. The City's Finance Director shall cause to be prepared a proposed assessment roll for the Improvements which shall set forth the proposed maximum assessment against each lot, piece or parcel of land within the Improvement District in the manner set forth in this Resolution based on such estimated cost of the Improvements. The proposed assessment roll shall be placed on file with the City Clerk and be open for public inspection. A public hearing on the proposed maximum assessments shall be conducted by the Governing Body on December 1, 2015 at 9:00 a.m. or as soon thereafter as the matter can be heard by the Governing Body, or the first regularly scheduled City Council meeting thereafter after compliance with the notice provisions set forth in this paragraph. The City Clerk shall provide notice of such public hearing by publication at least once not less than 10 days prior to the public hearing and by mail to the owners of the property liable for assessment at last known post office address. The mailed notice shall include a statement of the maximum cost proposed to be assessed.

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 November 17, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

Exhibit A

125 N Emporia Facade Improvement District

Property Subject to Assessment

Lot 8 Emporia Ave.
Lot 8 Emporia Ave. J R Mead's Addition of Wichita, Sedgwick County, Kansas.
Pin #00118531
Geo Code #B 00130

125 N Emporia Ave.
Lot 6 Emporia Ave. J. R. Mead's Addition of Wichita, Sedgwick County, Kansas.
Pin #00118530
Geo Code #B 00129

Agenda Item No. IV-2

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: Site Improvement to Old Cowtown Museum (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Accept the site improvement for the farm road at Old Cowtown Museum.

Background: In early 2015, Historic Wichita Cowtown, Inc. (HWC), began discussions to install a new farm road on the grounds of Old Cowtown Museum (Cowtown). HWC solicited bids from three construction companies; Dondlinger Construction was selected for the project at a cost of $54,200. Costs for the improvement will be paid for by HWC. This improvement will enhance the visitor experience.

Analysis: Staff and HWC have discussed the road relocation as a part of the overall site master plan for Cowtown. Both parties believe that the new road will enhance the visitor experience. The road will allow for better access for wagon rides and visitors to the DeVore Farm. It will also allow Cowtown to continue offering vintage baseball games without interruptions.

The relocation of the road will reduce the size of the west parking lot that is currently used by staff, volunteers and the Wichita Wagonmasters. The addition of the road will also improve access for emergency vehicles if necessary.

Financial Consideration: A private donor has gifted the Board $25,000 that will be used to pay for the new road. The remaining $29,200 will be paid out of HWC's contingency fund. No City funds will be used to pay for the improvement.

Legal Consideration: Contractor will provide general liability and indemnify both HWC and the City of Wichita.

Recommendation/Actions: It is recommended that the City Council accept the improvement of a new dirt farm road at the Old Cowtown Museum.

Attachments: Dondlinger Construction Proposal and Site Plan

Dondlinger
CONSTRUCTION

2656 S. Sheridan, Wichita, Kansas 67217
P.O. Box 398, Wichita, Kansas 67201

July 27, 2015

John Newsom
Chairman of the Board
Historic Wichita Cowtown, Inc.
1865 W. Museum Blvd.
Wichita, KS 67203

RE: Design Engineer Construct a New Farm Road at Old Cowtown Museum

Dear John:

Dondlinger Construction proposes to furnish all material, labor, and equipment required to complete the construction of the above referenced project per the documents received from Old Cowtown Museum dated June 5, 2015 and as described by the following "SCOPE OF WORK" for the sum of:

BASE BID:	$54,200.00
GRAND TOTAL:	$54,200.00

SCOPE OF WORK:

Field Surveys

1. Preparing the necessary field survey.

Review Preliminary Design Concepts

1. Prepare preliminary design concepts.

Drainage Study

1. Analyze the drainage.

Plans & Specifications

1. Prepare final plans.
2. AutoCAD/DXF/DXB drawing files.
3. PDF drawing files.

Removal of Existing Asphalt

1. Saw cut existing asphalt.
2. Demolish approximately 1561 SY of existing asphalt.

New Farm Road

1. Strip existing 4" of topsoil and stockpile for future use.
2. Rough grade site to match existing contours.
3. Moisture conditioning and compaction as required.
4. Minimum 8" reclaimed asphalt base course.
5. Fine grade base course.
6. Minimum 2" KDOT UD-1 surface course.
7. Fine grade KDOT UD-1 surface course.
8. Re-spread topsoil.

Removal and Replacement of Fence

1. Demolish approximately 375 LF of existing fence.
2. Remove debris from site and dispose of in a legal manner.
3. Install approximately 287 LF of 6' wood privacy fence. Reuse the existing double pipe gate. New pickets will be added to the gate frames. The following materials will be used: 4x4 ACQ treated wood posts, 2x4 cedar rails (2-rail), 1x8x6 cedar pickets, all posts holes dug in dirt areas and posts set in concrete.

Utility Coordination

1. Identify and resolve utility conflicts within this scope of work.
2. Installation of new conduit and wire from Empire House to east light pole.
3. Excavation, backfill, and compaction for electrical conduit and wire.

Remove Existing Light Pole

1. Demolish a specific light pole and concrete base; see plan sheet.

Shop Drawings

1. Submit shop drawings for approval.

Permits

1. All necessary permits for this scope of work.

ITEMS EXCLUDED BUT NOT LIMITED TO ARE:

1. Sales tax.

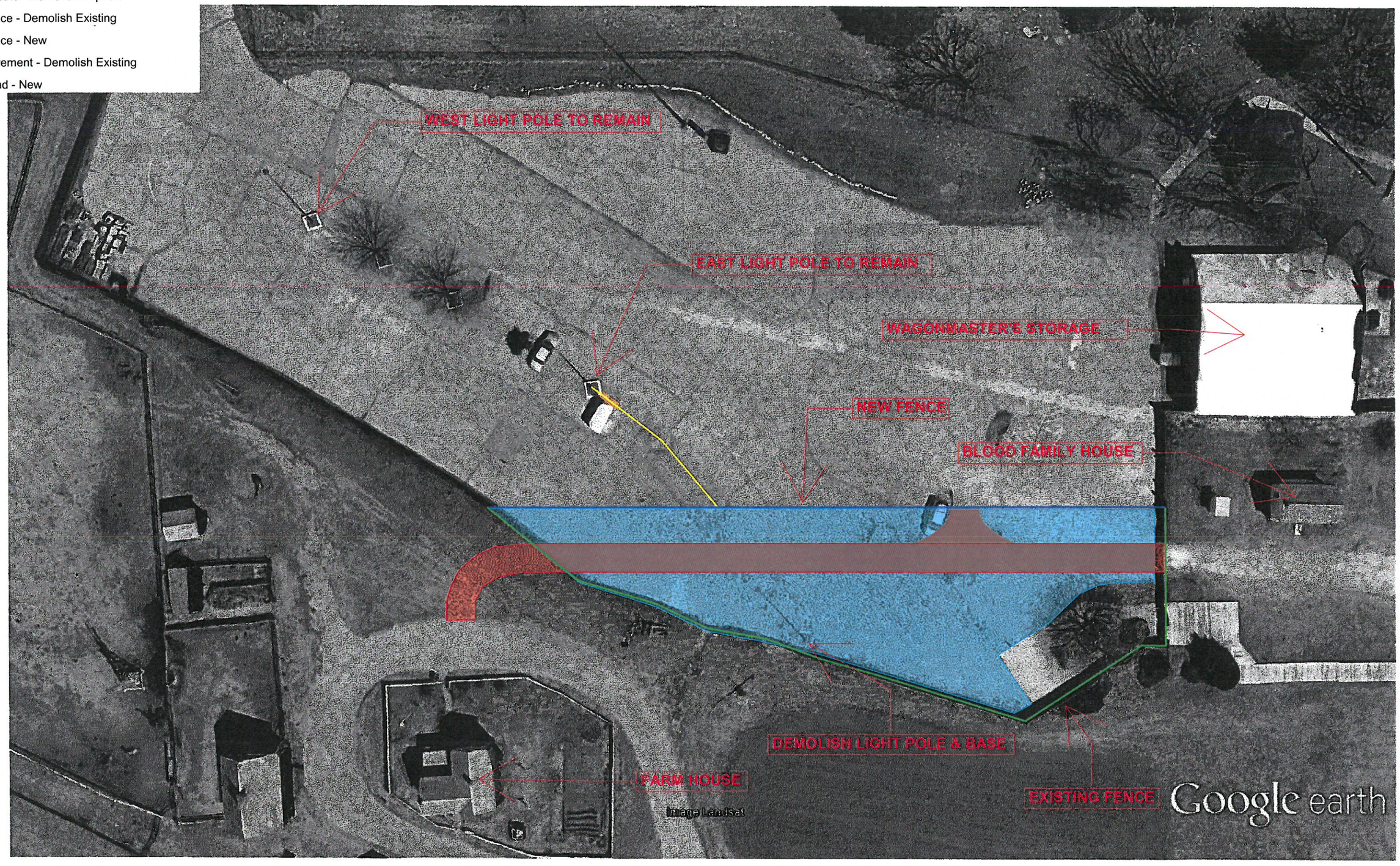
2. Landscaping.
3. Irrigation.
4. Erosion control – price includes approximately 300 LF silt fence along south side of project.
5. Traffic control.
6. Barricades and temporary fencing.
7. Grounding of fence line.
8. Temporary seeding.
9. Mowing and weed control.
10. Soils and material testing.
11. Rock excavation
12. Removal and hauling of excess materials; will stockpile for owner's use.
13. Relocation of any existing utilities not listed above.
14. Damage to any existing utilities not located.
15. Disposal of waste not generated by Dondlinger & Sons Const. Co., Inc..
16. Remediation of any hazardous materials.
17. Any other item not listed in the scope of work.

Sincerely,

DONDLINGER & SONS CONSTRUCTION CO., INC.

Mark Lorenz
Project Manager

1 - Electric - Bore to remaining east light pole
2 - Electric - Demolish Asphalt
5 - Fence - Demolish Existing
6 - Fence - New
7 - Pavement - Demolish Existing
8 - Road - New



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City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: Quarterly Financial Report for the Period Ended September 30, 2015

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Receive and file the Quarterly Financial Report.

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

Analysis: Comparisons of budgeted amounts to actual revenue and expenditures are provided for each operating fund. In addition, financial statements prepared on an accrual basis are presented for enterprise, internal service and pension trust funds, consistent with generally accepted accounting principles. The Quarterly Financial Report may not reflect all the transactions that relate to activities through September 30, 2015.

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

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

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the City Council receive and file the Quarterly Financial Report for the period ended September 30, 2015.

Attachment: Quarterly Financial Report

Wichita, Kansas
November 16, 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, Hannah Lang, 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 November 9, 2015, were read and on motion approved.

Bids were opened November 13, 2015, pursuant to advertisements published on:

Meridian Avenue between Pawnee and McCormick; (Meridian, north of Pawnee) 87N-0593-01/472-85124 (707060/636316/620753

Defer one week pending KDOT approval

Lower Levee "D" Toe Drain Installation (63rd South and I-35) 468-84756 (660816)

Bids rejected

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

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Landfill Equipment Compactor, Dozer and Loader.

C & K Equipment Company Inc. - $377,500.00 Group 1 Base Bid
Foley Equipment Co Inc. - $522,072.14 Group 2 Base Bid
Defer one week - Group 3

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Fire Hoses.

Danko Emergency Equipment - $110,954.50

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

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

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: November 16, 2015

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER
November 13, 2015
Lower Levee "D" Toe Drain Installation (63rd Street South and I-35) – Public Works & Utilities Department/Engineering Division **(All Bids Rejected)**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER
November 13, 2015
Fire Hoses – Public Works & Utilities Department/Fleet & Facilities Division

Danko Emergency Equipment		**$110,954.50**

Landfill Equipment - Compactor, Dozer & Wheel Loader – Public Works & Utilities Department/Fleet & Facilities Division

C & K Equipment Company, Inc.	**Group 1 – Base Bid**	**$377,500.00**
Foley Equipment Company, Inc.	**Group 2 – Base Bid**	**$522,072.14**
	Group 3 (Defer to November 23, 2015)	

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

Melinda A Walker

Melinda A. Walker
Purchasing Manager

STORM SEWER BID TABULATION SUMMARY

BOARD OF BIDS - November 13, 2015

RQ541302

FB# 540213		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Nowak Constructior
Lower Levee "D" Toe Drain Installation			$429,830.80	$542,618.00	$795,165.00
(63rd Street South and I-35)	BID BOND				
468-84756	ADDENDA	0			
(660816)					
		Engineer's Construction Estimate	Wildcat Construction		
Lower Levee "D" Toe Drain Installation			$352,330.50		
(63rd Street South and I-35)	BID BOND				
468-84756	ADDENDA	0			
(660816)					
		Engineer's Construction Estimate			
Lower Levee "D" Toe Drain Installation					
(63rd Street South and I-35)	BID BOND				
468-84756	ADDENDA	0			
(660816)					
		Engineer's Construction Estimate			
Lower Levee "D" Toe Drain Installation					
(63rd Street South and I-35)	BID BOND				
468-84756	ADDENDA	0			
(660816)					
REJECT BIDS					

CHECKED BY: KP

REVIEWED BY: PS

City of Wichita, Kansas

BID RESULTS

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

Vendor Group Line

Solicitation: FB540222 **Fire Hoses** **Close Date/Time:** 11/13/2015 10:00 AM CST

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

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities **Responses:** 5

Vendors	Complete	Bid Total	City Comments
DANKO EMERGENCY EQUIP	Complete	$110,954.50	Award 11/17/2015 Public Works & Utilities Department/Fleet & Facilities Division
MUNICIPAL EMERGENCY SERVICES INC	Complete	$113,607.25	
ED M FELD EQUIPMENT CO INC	Complete	$145,907.10	
EMERGENCY FIRE EQUIPMENT INC	In-Complete	$0.00	
KANSAS FIRE-EQ CO INC	In-Complete	$0.00	

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WICHITA POWERED BY COGSDALE

City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB540222 **Fire Hoses** **Close Date/Time:** 11/13/2015 10:00 AM CST

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

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities **Responses:** 5

Go to: 001

Line 001 | 30 sections of 1-3/4" Fire Hose in 6-foot lengths, as per specifications, Yellow in color, with COUPLINGS (coupled), per specifications. Angus Premier, Flexline Flexatak, Imperial 40D8, National N-Dura, North American Hose Dura-Built DB-800 (NO Substitutions).

Brand_____
Style_____ Stock
No_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MUNICIPAL EMERGENCY SERVICES INC	180	Feet	$6.5133	$1,172.39	Complete	Firequip DJ 800 Nylon hose with Red Head couplings.
ED M FELD EQUIPMENT CO INC	180	Feet	$7.1700	$1,290.60	Complete	North American DB-800 hose Bid, priced per foot
DANKO EMERGENCY EQUIP	180	Feet	$8.6100	$1,549.80	Complete	AAH-NP17X6Y15NRHSTZ ALL AMERICAN NATIONAL N DURA BRAND 1 3/4 DJY 6 FEET CPLD NST RED HEAD STAMP STENCIL 1 3/4 INCH DOUBLE JACKET YELLOW 6 FEET CPLD NST RED HEAD STAMP STENCIL ALL AMERICAN NATIONAL N DURA
KANSAS FIRE EQ CO INC				**No Bid.**		
EMERGENCY FIRE EQUIPMENT INC				**No Bid.**		

Line 002 | 214 sections of 1-3/4" Fire Hose in 50-foot lengths, as per specifications, Yellow in color, with COUPLINGS (coupled), per specifications. Angus Premier, Flexline Flexatak, Imperial 40D8, National N-Dura, North American Hose Dura-Built DB-800 (NO Substitutions).

Brand_____
Style_____ Stock
No_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MUNICIPAL EMERGENCY SERVICES INC	10700	Feet	$2.2068	$23,612.76	Complete	Firequip DJ 800 Nylon hose with Red Head couplings. 1/2 the hose to ship in 42 days the other half in 112 days.
DANKO EMERGENCY EQUIP	10700	Feet	$2.2400	$23,968.00	Complete	AAH-NP17X50Y15NRHSTZ 1 3/4 DJY 50FEET CPLD NST RED HEAD STAMP STENCIL 1 3/4 INCH DOUBLE JACKET YELLOW 50FEET CPLD NST RED

						HEAD STAMP STENCIL ALL AMERICAN NATIONAL N DURA
ED M FELD EQUIPMENT CO INC	10700	Feet	$3.0500	$32,635.00	Complete	North American DB-800 hose Bid, priced per foot
EMERGENCY FIRE EQUIPMENT INC					**No Bid.**	
KANSAS FIRE EQ CO INC					**No Bid.**	

Line 003 | 300 sections of 2 ½" Fire Hose in 50-foot lengths, as per specifications, Red in color, with COUPLINGS (coupled), per specifications. Angus Premier, Flexline Flexatak, Imperial 40D8, National N-Dura, North American Hose Dura-Built DB-800 (NO Substitutions).

Brand_____

Style_____ Stock

No_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DANKO EMERGENCY EQUIP	15000	Feet	$2.9400	$44,100.00	Complete	AAH-NP25X50R25NRHSTZ 1 3/4 DJR 50FEET CPLD NST RED HEAD STAMP STENCIL 1 3/4 INCH DOUBLE JACKET RED 50FEET CPLD NST RED HEAD STAMP STENCIL ALL AMERICAN NATIONAL N DURA
MUNICIPAL EMERGENCY SERVICES INC	15000	Feet	$3.1034	$46,551.00	Complete	Firequip DJ 800 Nylon hose with Red Head couplings. 1/2 the hose to ship in 42 days the other half in 112 days.
ED M FELD EQUIPMENT CO INC	15000	Feet	$4.1700	$62,550.00	Complete	North American DB-800 hose Bid, priced per foot
KANSAS FIRE EQ CO INC					**No Bid.**	
EMERGENCY FIRE EQUIPMENT INC					**No Bid.**	

Line 004 | 30 sections of 3" Fire Hose in 25-foot lengths, as per specifications, Yellow in color, with COUPLINGS (coupled), per specifications. Angus Premier, Flexline Flexatak, Imperial 40D8, National N-Dura, North American Hose Dura-Built (NO Substitutions). Brand_____

Style_____ Stock

No_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DANKO EMERGENCY EQUIP	750	Feet	$5.3500	$4,012.50	Complete	AH-NP30X25Y25NRHSTZ 3 DJY 25 FEET CPLD NST RED HEAD STAMP STENCIL 3 INCH DOUBLE JACKET YELLOW 25 FEET CPLD NST RED HEAD STAMP STENCIL ALL AMERICAN NATIONAL N DURA
MUNICIPAL EMERGENCY SERVICES INC	750	Feet	$5.6092	$4,206.90	Complete	Firequip DJ 800 Nylon hose with Red Head couplings.
ED M FELD EQUIPMENT CO INC	750	Feet	$6.9500	$5,212.50	Complete	North American DB-800 hose Bid, priced per foot
EMERGENCY FIRE EQUIPMENT INC					**No Bid.**	

KANSAS FIRE EQ CO INC					No Bid.	

Line 005 | 30 sections of 3" Fire Hose in 50-foot lengths, as per specifications, Yellow in color, with COUPLINGS (coupled), per specifications. Angus Premier, Flexline Flexatak, Imperial 40D8, National N-Dura, North American Hose Dura-Built DB-800 (NO Substitutions).

Brand_____

Style_____ Stock

No_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DANKO EMERGENCY EQUIP	1500	Feet	$3.9300	$5,895.00	Complete	AAH-NP30X50Y25NRHSTZ 3 DJY 50FEET CPLD NST RED HEAD STAMP STENCIL 3 INCH DOUBLE JACKET YELLOW 50FEET CPLD NST RED HEAD STAMP STENCIL ALL AMERICAN NATIONAL N DURA
MUNICIPAL EMERGENCY SERVICES INC	1500	Feet	$4.2988	$6,448.20	Complete	Firequip DJ 800 Nylon hose with Red Head couplings.
ED M FELD EQUIPMENT CO INC	1500	Feet	$5.6500	$8,475.00	Complete	North American DB-800 hose Bid, priced per foot
KANSAS FIRE EQ CO INC					No Bid.	
EMERGENCY FIRE EQUIPMENT INC					No Bid.	

Line 006 | 40 sections of 4" Fire Hose in 100-foot lengths, as per specifications, Yellow in color, with COUPLINGS (coupled), per specifications. Angus Premier Lite, Flexline Flomaster, Imperial Superflow, North American Hose Hi-Flow 400 (NO Substitutions). Brand_____

Style_____ Stock

No_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MUNICIPAL EMERGENCY SERVICES INC	4000	Feet	$4.8506	$19,402.40	Complete	Hydro Flow Yellow w/storz
DANKO EMERGENCY EQUIP	4000	Feet	$4.8900	$19,560.00	Complete	AAH-HFX40X100Y40SRHSTZ 4 RCY 100 FEET CPLD RED HEAD STORZ STAMP STENCIL 4 INCH RUBBER COVERED YELLOW 100 FEET CPLD RED HEAD STORZ STAMP STENCIL ALL AMERICAN NATIONAL N DURA
ED M FELD EQUIPMENT CO INC	4000	Feet	$5.4500	$21,800.00	Complete	Jafrib ATI Hose, Please Note: ATI parent company TIPSA, of Barcelona, Spain private labels their nitrile rubber hose as Hi-Flow 400 for North American Fire Hose. Jafrib bid here is the exact same hose as the Hi-Flow 400.
EMERGENCY FIRE EQUIPMENT INC					No Bid.	
KANSAS FIRE EQ CO INC					No Bid.	

Line 007 | 42 sections of 5" Fire Hose in 20-foot lengths, as per specifications, Yellow in color, with COUPLINGS (coupled), per specifications. Angus Premier, Flexline Flexatak, North American Hose Dura-Built 600 LDH, North American Hose Tri-Flow 600 (NO Substitutions).

Brand_____

Style_____ Stock No_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
DANKO EMERGENCY EQUIP	840	Feet	$14.1300	$11,869.20	Complete	AAH-HFX50X20Y50SRHSTZ 5 RCY 20 FEET CPLD RED HEAD STORZ STAMP STENCIL 5 INCH RUBBER COVERED YELLOW 20 FEET CPLD RED HEAD STORZ STAMP STENCIL ALL AMERICAN NATIONAL N DURA
MUNICIPAL EMERGENCY SERVICES INC	840	Feet	$14.5400	$12,213.60	Complete	Firequip Attack Lite nylon with storz
ED M FELD EQUIPMENT CO INC	840	Feet	$16.6000	$13,944.00	Complete	Jafline ATI Hose, Please Note: North American Fire Hose private labels their Tri-Flow 600 (TF 600) as Jafline under contract to ATI.
KANSAS FIRE EQ CO INC					No Bid.	
EMERGENCY FIRE EQUIPMENT INC					No Bid.	

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City of Wichita, Kansas

BID RESULTS

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

Vendor Group Line

Solicitation: FB540193 **Landfill Equip Compactor, Dozer,& Loader** **Close Date/Time:** 10/9/2015 10:00 AM CST

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

Award Method: Group

Department: Public Works Fleet & Facilities **Responses:** 7

Vendors	Complete	Bid Total	City Comments
FOLEY EQUIPMENT CO INC	Complete	$1,818,552.10	Award 11/17/2015 Group 2 Base Bid Public Works & Utilities Department/Fleet & Facilities Division
D & D EQUIPMENT & SALES INC	In-Complete	$0.00	Defer to 11/23/2015 Group 3 Public Works & Utilities Department/Fleet & Facilities Division
BERRY TRACTOR & EQUIPMENT CO	In-Complete	$0.00	
VICTOR L PHILLIPS COMPANY	In-Complete	$0.00	
SELLERS EQUIPMENT INC	Partial	$288,362.00	
C & K EQUIPMENT COMPANY INC	Partial	$377,500.00	Award 11/17/2015 Group 1 Base Bid Public Works & Utilities Department/Fleet & Facilities Division
BEST EQUIPMENT	Partial	$379,700.00	Does not meet specifications Group 1

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Group Line

Solicitation: FB540193

Landfill Equip Compactor, Dozer,& Loader

Close Date/Time: 10/9/2015 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Group

Department: Public Works Fleet & Facilities

Go to: 1

Return to the Bid List

Responses: 7

Group 1

Vendors	Complete	Group Total Net Bid
FOLEY EQUIPMENT CO INC	Complete	$928,566.00
SELLERS EQUIPMENT INC	In-Complete	$0.00
VICTOR L PHILLIPS COMPANY	In-Complete	$0.00
BERRY TRACTOR & EQUIPMENT CO	In-Complete	$0.00
D & D EQUIPMENT & SALES INC	In-Complete	$0.00
BEST EQUIPMENT	Partial	$368,700.00
C & K EQUIPMENT COMPANY INC	Partial	$377,500.00
Group 1: Option 1		
FOLEY EQUIPMENT CO INC	Complete	$0.00
SELLERS EQUIPMENT INC	In-Complete	$0.00
VICTOR L PHILLIPS COMPANY	In-Complete	$0.00
BERRY TRACTOR & EQUIPMENT CO	In-Complete	$0.00
D & D EQUIPMENT & SALES INC	In-Complete	$0.00
C & K EQUIPMENT COMPANY INC	In-Complete	$0.00
BEST EQUIPMENT	Partial	$11,000.00
Group 1: Option 2		
FOLEY EQUIPMENT CO INC	Complete	$1,500.00
SELLERS EQUIPMENT INC	In-Complete	$0.00
VICTOR L PHILLIPS COMPANY	In-Complete	$0.00
BERRY TRACTOR & EQUIPMENT CO	In-Complete	$0.00
D & D EQUIPMENT & SALES INC	In-Complete	$0.00

C & K EQUIPMENT COMPANY INC	In-Complete	$0.00
BEST EQUIPMENT	In-Complete	$0.00

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Group 2

Vendors	Complete	Group Total Net Bid
FOLEY EQUIPMENT CO INC	Complete	$522,072.14
SELLERS EQUIPMENT INC	In-Complete	$0.00
VICTOR L PHILLIPS COMPANY	In-Complete	$0.00
BERRY TRACTOR & EQUIPMENT CO	In-Complete	$0.00
D & D EQUIPMENT & SALES INC	In-Complete	$0.00
C & K EQUIPMENT COMPANY INC	In-Complete	$0.00
BEST EQUIPMENT	In-Complete	$0.00
	Group 2: Option 1	
FOLEY EQUIPMENT CO INC	Complete	$0.00
SELLERS EQUIPMENT INC	In-Complete	$0.00
VICTOR L PHILLIPS COMPANY	In-Complete	$0.00
BERRY TRACTOR & EQUIPMENT CO	In-Complete	$0.00
D & D EQUIPMENT & SALES INC	In-Complete	$0.00
C & K EQUIPMENT COMPANY INC	In-Complete	$0.00
BEST EQUIPMENT	In-Complete	$0.00

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Group 3

Vendors	Complete	Group Total Net Bid
SELLERS EQUIPMENT INC	Complete	$273,247.00
FOLEY EQUIPMENT CO INC	Complete	$354,352.49
VICTOR L PHILLIPS COMPANY	In-Complete	$0.00
BERRY TRACTOR & EQUIPMENT CO	In-Complete	$0.00
D & D EQUIPMENT & SALES INC	In-Complete	$0.00
C & K EQUIPMENT COMPANY INC	In-Complete	$0.00

BEST EQUIPMENT	In-Complete	$0.00
	Group 3: Option 1	
FOLEY EQUIPMENT CO INC	Complete	$7,789.47
SELLERS EQUIPMENT INC	Complete	$8,222.00
VICTOR L PHILLIPS COMPANY	In-Complete	$0.00
BERRY TRACTOR & EQUIPMENT CO	In-Complete	$0.00
D & D EQUIPMENT & SALES INC	In-Complete	$0.00
C & K EQUIPMENT COMPANY INC	In-Complete	$0.00
BEST EQUIPMENT	In-Complete	$0.00
	Group 3: Option 2	
FOLEY EQUIPMENT CO INC	Complete	$4,272.00
SELLERS EQUIPMENT INC	Complete	$6,893.00
VICTOR L PHILLIPS COMPANY	In-Complete	$0.00
BERRY TRACTOR & EQUIPMENT CO	In-Complete	$0.00
D & D EQUIPMENT & SALES INC	In-Complete	$0.00
C & K EQUIPMENT COMPANY INC	In-Complete	$0.00
BEST EQUIPMENT	In-Complete	$0.00

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City of Wichita, Kansas

BID RESULTS

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line

Solicitation: FB540193

Landfill Equip Compactor, Dozer,& Loader

Close Date/Time: 10/9/2015 10:00 AM CST

Solicitation Type: Formal Bid

Return to the Bid List

Award Method: Group

Department: Public Works Fleet & Facilities

Responses: 7

Go to: 001

Line 001 | GROUP 1: New Unused Current Model or Factory Certified Power Train Rebuild (not utilized since the rebuild) Landfill Compactor Manufacturer:_____Model:_____ Year:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BEST EQUIPMENT	1	Each	$368,700.0000	$368,700.00	Complete	One hundred days after receipt of down payment
C & K EQUIPMENT COMPANY INC	1	Each	$377,500.0000	$377,500.00	Complete	Caterpillar Model 826G Series II Year 2004
FOLEY EQUIPMENT CO INC	1	Each	$928,566.0000	$928,566.00	Complete	Caterpillar 836K 2015 Model. This machine is built and can be delivered and set up by the delivery date.
SELLERS EQUIPMENT INC				No Bid.		
VICTOR L PHILLIPS COMPANY				No Bid.		
BERRY TRACTOR & EQUIPMENT CO				No Bid.		
D & D EQUIPMENT & SALES INC				No Bid.		

Line 002 | GROUP 1 - OPTION # 1: Semi U Blade

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FOLEY EQUIPMENT CO INC	1	Each	$0.0000	$0.00	Complete	Machine can come with a straight blade or semi-u. The price is the same.
BEST EQUIPMENT	1	Each	$11,000.0000	$11,000.00	Complete	One hundred days after receipt of down payment
SELLERS EQUIPMENT INC				No Bid.		
VICTOR L PHILLIPS COMPANY				No Bid.		
				No Bid.		

BERRY TRACTOR & EQUIPMENT CO	
D & D EQUIPMENT & SALES INC	**No Bid.**
C & K EQUIPMENT COMPANY INC	**No Bid.**

Line 003 | GROUP 1 - OPTION # 2: Engine Protection, per specifications

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FOLEY EQUIPMENT CO INC	1	Each	$1,500.0000	$1,500.00	Complete	
SELLERS EQUIPMENT INC				**No Bid.**		
VICTOR L PHILLIPS COMPANY				**No Bid.**		
BERRY TRACTOR & EQUIPMENT CO				**No Bid.**		
D & D EQUIPMENT & SALES INC				**No Bid.**		
C & K EQUIPMENT COMPANY INC				**No Bid.**		
BEST EQUIPMENT				**No Bid.**		

Line 004 | GROUP 2: New Unused Current Model or Factory Certified Power Train Rebuild (not utilized since the rebuild) D7 Waste Handler Dozer Manufacturer:_____Model:_____ Year:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FOLEY EQUIPMENT CO INC	1	Each	$522,072.1400	$522,072.14	Complete	Caterpillar D7E WH 2013 (New Machine). This machine will be delivered with a landfill blade on it in lieu of a PAT blade.
SELLERS EQUIPMENT INC				**No Bid.**		
VICTOR L PHILLIPS COMPANY				**No Bid.**		
BERRY TRACTOR & EQUIPMENT CO				**No Bid.**		
D & D EQUIPMENT & SALES INC				**No Bid.**		
C & K EQUIPMENT COMPANY INC				**No Bid.**		
BEST EQUIPMENT				**No Bid.**		

Line 005 | GROUP 2 - OPTION # 1: Winch (Hydrostatic Type), per specifications

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FOLEY EQUIPMENT CO INC	1	Each	$0.0000	$0.00	Complete	This machine is a waste handling package with

						rear box and striker bars. Winch is not available with this package and could not be added in time to meet the delivery date.
SELLERS EQUIPMENT INC				No Bid.		
VICTOR L PHILLIPS COMPANY				No Bid.		
BERRY TRACTOR & EQUIPMENT CO				No Bid.		
D & D EQUIPMENT & SALES INC				No Bid.		
C & K EQUIPMENT COMPANY INC				No Bid.		
BEST EQUIPMENT				No Bid.		

Line 006 | GROUP 3: New Unused Current Model or Factory Certified Power Train Rebuild (not utilized since the rebuild).Four Wheel Articulated Wheel Loader with General Purpose Bucket
Manufacturer:_____Model:_____ Year:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	1	Each	$273,247.0000	$273,247.00	Complete	Doosan Model DL450-5 Year 2015
FOLEY EQUIPMENT CO INC	1	Each	$354,352.4900	$354,352.49	Complete	2015 Caterpillar 972M.
VICTOR L PHILLIPS COMPANY				No Bid.		
BERRY TRACTOR & EQUIPMENT CO				No Bid.		
D & D EQUIPMENT & SALES INC				No Bid.		
C & K EQUIPMENT COMPANY INC				No Bid.		
BEST EQUIPMENT				No Bid.		

Line 007 | GROUP 3 - OPTION # 1: Factory Standard Automatic Lubrication System, per specifications

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FOLEY EQUIPMENT CO INC	1	Each	$7,789.4700	$7,789.47	Complete	This is a Lincoln Auto-Lube system. There is not enough time to order a machine from the factory with an auto-lube system and meet the delivery deadline.
SELLERS EQUIPMENT INC	1	Each	$8,222.0000	$8,222.00	Complete	
VICTOR L PHILLIPS COMPANY				No Bid.		
				No Bid.		

BERRY TRACTOR & EQUIPMENT CO	
D & D EQUIPMENT & SALES INC	**No Bid.**
C & K EQUIPMENT COMPANY INC	**No Bid.**
BEST EQUIPMENT	**No Bid.**

Line 008 | GROUP 3 - OPTION # 2: Payload Control System AWARD OF BID WILL BE PER GROUP WITH OPTIONS AS SELECTED. VENDORS CAN BID ON ALL GROUPS or GROUP(S) SPECIFIC.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FOLEY EQUIPMENT CO INC	1	Each	$4,272.0000	$4,272.00	Complete	This is a CATERPILLAR scale system.
SELLERS EQUIPMENT INC	1	Each	$6,893.0000	$6,893.00	Complete	Price is with printer. Price without printer deduct 822.00 dollars
VICTOR L PHILLIPS COMPANY				**No Bid.**		
BERRY TRACTOR & EQUIPMENT CO				**No Bid.**		
D & D EQUIPMENT & SALES INC				**No Bid.**		
C & K EQUIPMENT COMPANY INC				**No Bid.**		
BEST EQUIPMENT				**No Bid.**		

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THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL NOVEMBER 17, 2015

a. Lateral 444, Four Mile Creek to serve Whispering Lakes Estates Addition (south of Harry, west of 159th Street East) (468-85049/744400/480092) Does not affect existing traffic. (District II) - $152,392.00

b. Paving Dora from Saint Clara to Everett, Paving Everett from Dora to May to serve South University Place Addition (north of Pawnee, east of Meridian) (472-85194/092424/636334/092424/775068) See Special Provisions. (District IV) - $512,020.00

c. Water Distribution System to serve Estancia Commercial Addition (north of 37th Street North, east of Ridge) (448-90692/735540/470213) Does not affect existing traffic. (District V) - $206,000.00

d. Lateral 546, Southwest Interceptor Sewer to serve Estancia Commercial Addition (north of 37th Street North, east of Ridge) (468-85069/744403/480095) Does not affect existing traffic. (District V) - $274,000.00

e. Water Distribution System to serve Estancia Addition (north of 37th Street North, east of Ridge) (448-90693/735539/470212) Does not affect existing traffic. (District V) - $178,000.00

f. Lateral 547, Southwest Interceptor Sewer to serve Estancia Addition (north of 37th Street North, east of Ridge) (468-85075/744404/480096) Does not affect existing traffic. (District V) - $469,000.00

g. Water Distribution System to serve Siena Lakes Addition (south of 37th Street North, west of Hoover) (448-90636/735514/470187) Does not affect existing traffic. (District V) - $86,000.00

To be Bid: October 9, 2015

PRELIMINARY ESTIMATE of the cost of:
Lateral 444 Four Mile Creek to serve Whispering Lakes Estates Addition
(south of Harry, west of 159th Street East)

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

	LUMP SUM BID ITEMS			
1	Pipe, SS 8"	2,275	lf	
2	Air Testing, SS Pipe	2,275	lf	
3	MH, Standard SS, (4')	12	ea	
4	MH, Standard SS, (5')	1	ea	
5	Pipe, Stub 8"	1	ea	
6	Riser Assembly, 4" Vertical	3	ea	
7	MH, Connect to Existing	3	ea	
8	Grading, Easement	1	LS	
9	Site Clearing	1	LS	
10	Site Restoration	1	LS	
	MEASURED QUANTITY BID ITEMS			
11	BMP, Silt Fence	1,249	lf	
12	BMP, Construction Entrance	1	ea	
13	Fill, Flowable	36	lf	

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $152,392.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

_____
City Clerk

480092 (744400) 468-85049
Page_____

EXHIBIT_____

To be Bid: *October 30, 2015*

PRELIMINARY ESTIMATE of the cost of:
Paving Dora from Saint Clair to Everett
Paving Everett from Dora to May

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 (092424)		
1	*Removal of Existing Structures*	1	LS
2	Site Clearing	1	LS
3	Site Restoration	1	LS
4	Sodding	1	LS
5	Excavation	982	cy
6	Fill, Compacted (90% Density)	279	cy
7	Crushed Rock Base 5", Reinforced	3,267	sy
	MEASURED QUANTITY BID ITEMS (092424)		
8	Fill, Sand (Flushed & Vibrated)	604	lf
9	Gravel Streets/Drives (3/4" Dolese Rock) (4" Depth)	44	tn
10	Concrete C & G, Type 4 (6-5/8" & 1-1/2")	1,889	lf
11	Concrete C & G, Type 3 (8" & 1-1/2")	77	lf
12	Concrete Curb, Mono Edge (6-5/8" & 1-1/2")	48	lf
13	Concrete Driveway Removed	115	sy
14	Concrete Driveway 6"	6,622	sf
15	Concrete Pavement Removed & Replaced	22	lf
16	Concrete Pavement (VG) 7" (Reinf)	81	sy
17	Concrete Pavement 6" (Reinf.)	2,511	sy
18	Concrete Pavement 7" (Alley)	91	sy
19	Saw Joint	165	lf
20	Curb Casting 6"	2	ea
21	Connect to Existing Structure	1	ea
22	MH Stack (4') (10'x6' RCBC)	1	ea
23	Pipe Removed (Culvert)	478	lf
24	Pipe, Plug Existing (15" RCP at Inlets)	2	ea
25	Pipe, SWS 24"	540	lf
26	Pipe, SWS 18"	32	lf
27	Pipe, SWS 15"	32	lf
28	Inlet Hookup	4	ea
29	Inlet, Curb (Type 2) (L=6'2 1/2" W=3'4 3/8")	2	ea
30	Inlet, Curb (Type 1A) (L=5' W=3')	2	ea
31	MH, Standard SWS (5')	2	ea
32	Tree Removed, Small	1	ea
33	Tree Removed, Large	1	ea
34	Mailbox, Removed and Reset	7	ea
35	BMP, Curb Inlet Protection	4	ea
36	BMP, Silt Fence	102	lf
37	BMP, Construction Entrance	1	ea
38	BMP, EC Mat	1,700	sy
	MEASURED QUANTITY BID ITEMS (636334)		
39	Service Line, Long 1"	10	ea
40	*Fire Hydrant Adjustment*	1	ea
41	Valve Box Adjusted	1	ea
42	Water Meter Box Adjusted	15	ea
	MEASURED QUANTITY BID ITEMS (092424)		
43	Inlet Underdrain	60	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection (092424)
Engineering & Inspection (636334)
Administration (092424)
Publication

Total Estimated Cost $512,020.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

_____
City Clerk

448-90692 (735540) 470213

District V

To be Bid: October 30, 2015

PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Estancia Commercial Addition
(north of 37th Street North, east of Ridge)

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 - Group 1 (735540)		
1	Seeding, Temporary	1	LS
2	Site Clearing	1	LS
3	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS - Group 1 (735540)		
4	Pipe, WL 8"	3,368	lf
5	Pipe, WL 8" (By Directional Drilling)	150	lf
6	Pipe, WL 8" (DICL)	26	lf
7	Fire Hydrant Assembly	5	ea
8	Valve Assembly, 8"	5	ea
9	Valve Assembly, Anchored 8", Special	1	ea
10	Valve Assembly, Blowoff	2	ea

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $206,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

_____
City Clerk

470213 (735540) 448-90692
Page _____

EXHIBIT _____

468-85069 (744403) 480095

District V

To be Bid: October 30, 2015

PRELIMINARY ESTIMATE of the cost of:
Lateral 546, Southwest Interceptor Sewer to serve Estancia Commercial Addition
(north of 37th Street North, east of Ridge)

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 - Group 2 (744403)		
1	Seeding, Temporary	1	LS
2	Site Clearing	1	LS
3	Site Restoration	1	LS
4	Dewatering	1	LS
	MEASURED QUANTITY BID ITEMS - Group 2 (744403)		
5	Pipe, SS 10"	1,943	lf
6	Pipe, SS 8"	135	lf
7	Air Testing, SS Pipe	2,078	lf
8	Pipe Stub, 6"	4	ea
9	Pipe Stub, 8"	2	ea
10	MH, Standard SS (4')	10	ea
11	MH, Inside Drop SS (4')	3	ea
12	Fill, Flowable	113	lf
13	Fill, Sand (Flushed & Vibrated)	425	lf
14	Riser Assembly 6", Vertical	7	ea

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $274,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

City Clerk

480095 (744403) 468-85069
Page _____

EXHIBIT _____

448-90693 (735539) 470212

District V

To be Bid: October 30, 2015

PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Estancia Addition
(north of 37th Street North, east of Ridge)

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 - Group 3 (735539)		
1	Seeding, Temporary	1	LS
2	Site Clearing	1	LS
3	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS - Group 3 (735539)		
4	Pipe, WL 8"	3,227	lf
5	Pipe, WL 8" (By Directional Drilling)	64	lf
6	Pipe, WL 8" (DICL)	30	lf
7	Fire Hydrant Assembly	4	ea
8	Valve Assembly, 8"	5	ea
9	Valve Assembly, Anchored 8", Special	2	ea
10	Valve Assembly, Blowoff	3	ea

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $178,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

_____
City Clerk

470212 (735539) 448-90693
Page _____

EXHIBIT _____

468-85075 (744404) 480096

District V

To be Bid: October 30, 2015

PRELIMINARY ESTIMATE of the cost of:
Lateral 547, Southwest Interceptor Sewer to serve Estancia Addition
(north of 37th Street North, east of Ridge)

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 - Group 4 (744404)		
1	Seeding, Temporary	1	LS
2	Site Clearing	1	LS
3	Site Restoration	1	LS
4	Dewatering	1	LS
	MEASURED QUANTITY BID ITEMS - Group 4 (744404)		
5	Pipe, SS 15"	10	lf
6	Pipe, SS 10"	691	lf
7	Pipe, SS 8" PVC	4,775	lf
8	Air Testing, SS Pipe	5,476	lf
9	Pipe Stub, 8"	3	ea
10	Pipe Stub, 10"	1	ea
11	MH, Standard SS (4')	20	ea
12	MH, Inside Drop SS (4')	1	ea
13	MH, Outside Drop SS (4')	2	ea
14	MH, Inside Drop SS (5')	1	ea
15	~~MH, Outside Drop SS (5')~~ DO NOT BID	~~0~~	~~ea~~
16	MH, Outside Drop SS (5')(Lined)	1	ea
17	Casing Bored & Jacked (20" ID min.)	60	lf
18	Fill, Flowable	67	lf
19	Riser Assembly 4", Vertical	8	ea
20	BMP, Construction Entrance	1	ea
21	BMP, Silt Fence	100	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $469,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

City Clerk

480096 (744404) 468-85075
Page _____

EXHIBIT _____

448-90636 (735514) 470187 District V

To be Bid: October 9, 2015

PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Siena Lakes Addition
(south of 37th Street North, west of Hoover)

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

	LUMP SUM BID ITEMS		
1	WL Pipe 8"	1,449	lf
2	WL Pipe 8", DICL	66	lf
3	Valve Assembly 8"	1	ea
4	Valve Assembly, Anchored 8", Special	1	ea
5	Valve Assembly, Blowoff 2"	2	ea
6	Fire Hydrant Assembly	3	ea
7	Fire Hydrant Removed	1	ea
8	Pipe, CIMJ Plug, 8"	1	ea
9	Seeding	1	LS
10	Site Clearing	1	LS
11	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS		
12	WL Sleeve	100	lf
13	BMP, Construction Entrance	1	ea

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Expenses from previous design and bid JV'd to SWS project

Total Estimated Cost $86,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

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

_____
City Clerk

470187 (735514) 448-90636
Page_____ EXHIBIT_____

Agenda Item No. II-4a

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Red Dress Dash (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Emily Gerstner, American Heart Association, is coordinating the Red Dress Dash with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Red Dress Dash December 3, 2015 5:00 pm – 6:30 pm

- Rock Island Street, First Street to Douglas Avenue
- Mosley Street, First Street to Douglas Avenue
- First Street, Rock Island Street to Mosley Street

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

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

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

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

Agenda Item No. II-4b

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: Community Events – 40th Annual Turkey Trot, 10 Mile and 2 Mile (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter, Trevor Darmstetter, goracetiming.com, is coordinating the 40th Annual Turkey Trot, 10 Mile and 2 Mile event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

40th Annual Turkey Trot, 10 Mile and 2 Mile November 22, 2015 7:30 am – 12:00 pm

- North Penstemon Street, East 29th Street North to East 32nd Street North
- East 32nd Street North, North Rock Road to North Cypress Drive
- North Cypress Drive, East 32nd Street North to East 29th Street North
- East 29th Street North, North Cypress Drive to North Webb Road
- North Webb Road, East 29th Street North to East 40th Street North
- East 31st Street North, North Webb Road to North Toben Street
- North Toben Street, East 31st Street North to East 34th Street East
- East 34th Street East, North Webb Road to East 35th Street North
- East 35th Street North, North Rock Road to East 34th Street East
- East 35th Street North, North Comotara Street to North Webb Road
- North Comotara Street, East 35th Street East to East 37th Street North
- East 37th Street North, North Comotara Street to North Webb Road
- North Toben Street, East 37th Street North to East 40th Street North
- East 40th Street North, North Toben Street to North Webb Road

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

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

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

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) hiring off-duty certified law enforcement officers as required; and 2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department.

Agenda Item No. II-4c

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Our Lady of Guadalupe Fiesta (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Father Jose Machado, Our Lady of Perpetual Help Catholic Church, is coordinating the Our Lady of Guadalupe Fiesta with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Our Lady of Guadalupe Fiesta December 2-10, 2015 5:00 pm – 11:00 pm

- 23rd Street North, Market Street to Park Place

Our Lady of Guadalupe Fiesta December 11-12, 2015 8:00 am – 11:59 pm

- 23rd Street North, Market Street to Park Place

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

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

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

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

DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk

FROM: Jennifer L. Magana, City Attorney & Director of Law

SUBJECT: Report on Claims for October 2015

DATE: November 4, 2015

The following claims were approved by the Law Department during the month of October 2015.

Garcia, Javier	$5,695.00
Longwell, Scott	$1,528.37
Reed, Sherry	$1,728.60
Vena, Kyler	$541.96**

*City Manager Approval
** Settled for lesser amount than claimed
***Settled for more than amount claimed

cc: Robert Layton, City Manager
Shawn Henning, Director of Finance

CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
OCTOBER 2015

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Computer Hardware	10/31/2016	High Touch, Inc.	IT / IS	11/26/2013 -10/31/2014	Last option
Computer PC Accessories and Peripherals	10/31/2016	Global Government/Educations Solutions, Inc.	IT / IS	11/1/2013 - 11/1/2014	Last option
Garments, Employee Embroidered	10/31/2016	Industrial Uniform Company, LLC	Various	11/1/2004 - 10/31/2005	Annual basis
Ice Requirements	10/31/2016	Arctic Glacier USA Inc	Various	11/1/2009 - 10/31/2010	Annual basis
Liquid Carbon Dioxide - Bulk Delivery	10/31/2016	Praxair, Inc.	Public Works & Utilities	11/4/2014 - 10/31/2015	1 - 1 year option
Liquid Deicer for Runways	10/31/2016	Nachurs Alpine Solutions Corp DBA Nachurs Alpine Solutions Industrial	Airport Authority	11/01/2013 - 10/31/2014	Last option
Metro Ethernet Wide Area Network Services	10/31/2015	Cox Communications Kansas LLC / Cox Kansas Telcom LLC	IT / IS	11/2/2010 - 10/31/2013	1 - 1 year option
Nuisance Code Wrecker Services	10/31/2016	Kidds Towing & Recovery	Metropolitan Area Building and Construction Department (MABCD)	10/10/2014 - 10/31/2015	3 - 1 year options
Paint & Paint Supplies	10/31/2016	PPG Architectural Finishes, Inc. dba Porter Paints	Housing & Community Services	11/4/2014 - 10/31/2015	1 - 1 year option
Polymer for Use in Wastewater Solids Dewatering Facility - Clarifloc LW-852	10/31/2016	Polydyne, Inc.	Public Works & Utilities	11/1/2013 - 10/31/2014	Last option
SCRAM Installation and Monitoring	10/31/2016	Premier Monitoring Solutions LLC	Municipal Court	11/1/2007 - 10/31/2008	Annual basis
Security Services for Central Library (On-Call)	10/31/2016	Total Security Solutions, LLC dba Signal 88 Security of Wichita	Library	10/22/2013 - 10/31/2014	Last option
Snow Removal Equipment and Operators (Emergency)	10/31/2016	Mies Const Inc	Public Works & Utilities	11/1/2014 - 10/31/2015	1 - 1 year option
Snow Removal Equipment and Operators (Emergency)	10/31/2016	A Plus Logistics LLC	Public Works & Utilities	11/1/2014 - 10/31/2015	1 - 1 year option
Snow Removal for the Wichita/Sedgwick County Law Enforcement Training Facility	10/31/2016	New Image Roofing LLC dba Treemendous, LLC	Police	11/1/2013 - 10/31/2014	Last option
Software for Park & Recreation	10/31/2016	Cirilian, Inc. dba Rec1	Park & Recreation	11/6/2012 - 10/31/2013	1 - 1 year option
Street Sign Hardware	10/31/2016	MDSolutions, Inc.	Public Works & Utilities	11/1/2014 - 10/31/2015	1 - 1 year option
Telescoping Steel Sign Post System	10/31/2016	J & A Traffic Products	Public Works & Utilities	11/1/2014 - 10/31/2015	1 - 1 year option
Trash Can Liners	10/31/2016	Envision Industries, Inc.	Various	11/1/2014 - 10/31/2015	Annual basis
Vending Services for Wichita Transit	10/31/2016	Premier Food Service, Inc. dba Premier Catering	Wichita Transit	11/1/2014 - 10/31/2015	1 - 1 year option
Waste - Solidification and Disposal of Non-Hazardous Liquid	10/31/2016	Reddi Industries, Inc.	Public Works & Utilities	11/1/2013 - 10/31/2014	Last option

PROFESSIONAL CONTRACTS UNDER $50,000
OCTOBER 2015

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Poe & Associates Inc.	PO 540902	Engineering Consulting	2,250.00		
Professional Engineering Consultants	PO540904	Engineering Consulting	11,700.00		
Professional Engineering Consultants	PO540905	Construction Consulting	34,666.25		
Burns & McDonnell Engineering Co. Inc.	PO540926	Engineering Consulting	11,266.00		
Ruggles & Bohm PA	PO540944	Engineering Consulting	13,400.00		
Ruggles & Bohm PA	PO540945	Engineering Consulting	20,400.00		

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

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
SHI International Corp.	DP540883	Software Maintenance/Support	$61,800.00		

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: Chisholm Creek Park Federal Lands Access Program (FLAP) Grant Amount Adjustment (District I)

INITIATED BY: Department of Park & Recreation

AGENDA: Consent

Recommendation: Approve the Federal Lands Access Program (FLAP) grant adjustment and authorize the necessary signatures.

Background: The Federal Lands Access Program is a Federal Grant Program for states, counties, tribes and local governments. The program provides funds for transportation projects that provide access to, are adjacent to, or are within Federal lands with emphasis placed on those that access high-use recreation sites and are Federal economic generators. The facility must be owned or maintained by the state, tribe or local government. Eligible projects include construction and reconstruction of transportation systems for pedestrians and bicycles.

On June 18, 2013, the City Council authorized the Park & Recreation Department to submit a grant application to remove the asphalt, replace it with a concrete pathway, and extend the path to the Great Plains Nature Center (GPNC). A $10,000 Scoping Fee was required with the grant application.

The grant request was successful, and on January 14, 2014 the City Council accepted the grant. The original agreement totaled $973,454, with $778,763 (80%) paid with grant funds and a City match of $194,691 (20%). Path construction is nearing completion and should be open the end of November.

Analysis: The Department of Transportation (DOT) has increased its project budget for the bike/pedestrian trail improvements to $1,173,148 as the project has progressed and actual costs are calculated. FLAP's initial 80% commitment of $778,763, along with funding from the U.S. Fish and Wildlife Service Region 6, has increased to $938,518. Consequently, the estimated 20% matching amount of $194,961 has now increased proportionately to $234,630 for the City of Wichita. Of this amount, $10,100 is an in-kind match consisting of refurbishment of stone signs at GPNC. If final project costs are less than budgeted and/or contingency grant funds are not used, some of the City's match funds will not be required.

Financial Considerations: The increased total City match in the amount of $39,939 will be funded in part from the $10,100 in-kind contribution. Additionally, funding in the amount of $11,201 is available within the Chisholm Creek Park project which was approved by the City Council on June 18, 2013. Additionally, funding in the amount of $18,638 is available in the Walking Paths and Exercise System project which includes Chisholm Creek Park, approved by the City council on April 3, 2012.

Legal Considerations: The revised Project Agreements have been reviewed and approved as to form by the Law Department.

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

Attachments: Federal Lands Access Program Reimbursable Agreement documents.

Federal Highway Administration
Federal Lands Highway
AGREEMENT
DTFH68-14-E-00063
Modification #002

PARTIES TO THE AGREEMENT

Reimbursing Organization	Organization to be Reimbursed
City of Wichita, KS	Federal Highway Administration Central Federal Lands Highway Division 12300 West Dakota Ave Lakewood, CO 80228
DUNS Number: 043063460 TIN: 48-6000653	DUNS Number 126129936

POINTS OF CONTACT FOR THE AGREEMENT

Reimbursing Organization	Organization to be Reimbursed
Finance Point of Contact Name: Larry Hoetmer Address: 455 North Main Wichita, KS 67202-4179 Phone: 316-268-4179 E-mail: lhoetmer@wichita.gov	Finance Point of Contact Name: Suzanne Schmidt Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3356 E-mail: suzanne.schmidt@dot.gov
Program Point of Contact Name: Larry Hoetmer Address: 455 North Main Wichita, KS 67202-4179 Phone: 316-268-4179 E-mail: lhoetmer@wichita.gov	Program Point of Contact Name: Jeff Jerome Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3359 E-mail: jeffrey.jerome@dot.gov

PERIOD OF PERFORMANCE	LEGAL AUTHORITY
From: February 7, 2014 To: June 30, 2016	23 U.S.C. 201 and 204

TOTAL AGREEMENT AMOUNT	PAYMENT TERMS AND SCHEDULE
Original Agreement Amount: $194,691.00 Administrative Modification #001: $0.00 Modification #002: $39,939.00 Total Agreement Amount: ~~$224,530.00~~ $234,630.00	EFT

DESCRIPTION OF SUPPLIES, SERVICES, AND DELIVERABLES

This Modification (#002) changes the Period of Performance to 30 June 2016 and agrees to the COW 100% expenditure to refurbish Nature Center Stone Signs identified in the Application and initial construction contract; and adds the $10,000 COW matching funds from the Scoping RA DTFH68-13-E-00108 that was never billed or collected from the COW.

AUTHORIZED APPROVALS

For Reimbursing Organization	For Organization to be Reimbursed
Signature Date Title	Signature Date Ricardo Suarez Title Division Engineer

Revised 3/2010

Federal Highway Administration
Federal Lands Highway
AGREEMENT

DTFH68-13-E-00108
Modification #002

PARTIES TO THE AGREEMENT

Reimbursing Organization	Organization to be Reimbursed
City of Wichita, Kansas	Federal Highway Administration Central Federal Lands Highway Division 12300 West Dakota Ave Lakewood, CO 80228
DUNS Number: 043063460 TIN: 48-6000653	DUNS Number 126129936

POINTS OF CONTACT FOR THE AGREEMENT

Reimbursing Organization	Organization to be Reimbursed
Finance Point of Contact Name: Larry Hoetmer Address: 455 North Main Wichita, KS 67202-1606 Phone: 316-268-4179 E-mail: lhoetmer@wichita.gov	Finance Point of Contact Name: Suzanne Schmidt Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3356 E-mail: Suzanne.schmidt@dot.gov
Program Point of Contact Name: Larry Hoetmer Address: 455 North Main Wichita, KS 67202-1606 Phone: 316-268-4179 E-mail: lhoetmer@wichita.gov	Program Point of Contact Name: Jeff Jerome Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3359 E-mail: jeffrey.jerome@dot.gov

PERIOD OF PERFORMANCE	LEGAL AUTHORITY
	23 U.S.C. 201 and 204

TOTAL AGREEMENT AMOUNT	PAYMENT TERMS AND SCHEDULE
Original Agreement Amount: $10,000.00 Administrative Modification #001: $0.00 Closeout Modification #002: -$10,000.00* *This amount will be added to Agreement # DTFH68-14-E-00063	

DESCRIPTION OF SUPPLIES, SERVICES, AND DELIVERABLES

This final Modification (#002) transfers all remaining funds ($10,000) to Agreement DTFH68-14-E-00063 for PE CE & CN on the KS FLAP T1000(1), Chisholm Creek Park South Pathway Improvements project. This modification also closes out Agreement DTFH68-13-E-00108 for scoping.

AUTHORIZED APPROVALS

For Reimbursing Organization	For Organization to be Reimbursed
Signature Date	Ricardo Suarez, Division Engineer Signature Date

Statement of Work
Project: KS FLAP T1000(1), Chisholm Creek Park South Pathway Improvements
Reimbursable Agreement No.: DTFH68-14-E-00063
Modification #002, October 7, 2015

I. Introduction: City of Wichita, Kansas (COW) will provide funding for preliminary engineering, construction, and construction engineering to the Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) for the KS FLAP T1000(1), Chisholm Creek Park South Pathway Improvements project. City of Wichita shall be referred to as the Requesting Agency and the CFLHD shall be referred to as the Servicing Agency. Funding was previously provided by City of Wichita for the scoping report and project delivery plan development under Reimbursable Agreement No. DTFH68-13-E-00108.

II. Location: Great Plains Nature Center, Wichita, Kansas.

III. Work Required: For the KS FLAP T1000(1), Chisholm Creek Park South Pathway Improvements project, as selected by the Programming Decisions Committee (PDC) in the state of Kansas, develop contract (plans, specifications, and estimate) for the advertisement and award of a construction project to complete this work. Provide contract administration and construction engineering services.

The Great Plains Nature Center (GPNC) is a joint venture of city, state and federal park and wildlife agencies. It was built primarily using federal funds. Bicyclists and pedestrians from the surrounding area access GPNC via the K-96 Bike Path and arterial sidewalk along Woodlawn and 29th St. N. Several issues along the route are potential safety concerns:

- The 10+ year-old bike path has deteriorated, resulting in cracks and shoulder sloughing.
- Arterial walk along Woodlawn is adjacent to the busy (23,678 AADT), noisy street.

Initial estimates indicate that these issues can be addressed with grant funding. If Access Program funding is not received, repairs will be prioritized and performed as funding allows. Consequently only a portion of the K- 96 Bike Path will be able to be repaired with City funds, and visitors will continue to use the arterial walk and the 29th St. entrance. This project will replace the existing cracked asphalt pathway, repair undermined pedestrian railing, and construct a new concrete pathway to connect Wichita's bike path system to the GPNC. The GPNC Stone Signs will be refurbished by the COW with in-kind match funds.

This Agreement documents the intent of the parties and commits the Requesting Agency to provide its share of costs. Refer to Project Memorandum of Agreement for more information.

Statement of Work
Project: KS FLAP T1000(1), Chisholm Creek Park South Pathway Improvements
Reimbursable Agreement No.: DTFH68-14-E-00063
Modification #002, October 7, 2015

IV. Non-Federal Share of Costs: It is estimated that Federal Lands Access Program funding will be used to fund preliminary engineering (including NEPA compliance), construction and construction engineering as follows:

V.

Scoping, preliminary engineering, construction, and construction engineering: actual and estimated costs at ~~**$973,454**~~ $1,173,148.

Item	FLAP	20% Match City of Wichita	In-Kind Match Wichita	FWS Region 6	Total Original Amount / Modification Amount
(PE) Scoping and Preliminary Engineering	$98,120	$24,530			~~$101,873~~ / $122,650*
Construction (CN)	$630,978	$147,645	$10,100		~~$711,896~~ / $788,723**
Construction Engineering (CE)	$59,320	$36,580		$87,000	~~$71,190~~ / $182,900
Subtotal	$788,418	$208,755	$10,100	$87,000	~~$884,958~~ / $1,094,273
Contingency (10%)	$63,100	$15,775			~~$88,496~~ / $78,875***
Est Project Total	$851,518	$224,530	$10,100	$87,000	~~$973,454,~~ / $1,173,148

*Includes actual PE expenditures to date that includes scoping cost and unexpended $10,000 match funds transferred from the Scoping Agreement (DTFH68-13-E-00108).

**Actual Contract Award amount. Includes $76,827 of contingency funds used to award contract.

***New amount needed to replenish Contingency Funds to account for any approved Contract Modifications for Construction.

The Requesting Agency will provide matching funds in the amount of 20% of the total Federal Lands Access Program funding required to complete the scoping and preliminary engineering work. The local match amount for this work is estimated at ~~**$20,375**~~ **$24,530.**

The Requesting Agency will provide matching funds in the amount of 20% of the total Federal Lands Access Program funding required to award the contract and for construction engineering (administration and oversight of the contract). The local match amount for this work is estimated at ~~**$146,517**~~ **$184,225.**

The Requesting Agency will also provide an in-kind match of $**10,100** for refurbishment of the Nature Center Stone Signs.

The un-used matching funds of $10,000 from the Scoping Agreement (DTFH68-13-E-00108) have been added to this Agreement.

A contingency of 10% is included in this agreement to account for variations in the preliminary and construction engineering as well as variations in the bidding of this contract. The local match amount for this contingency was estimated at **$16,689**; of which $14,349 was used to award the contract. An additional match amount of **$13,435** is added to this agreement to replenish contingency funds equal to 10% of

the construction cost only.

The total 'not to exceed' matching amount, including the $10,100 in-kind match for this Agreement is **~~$194,691~~ $234,630.**

The Requesting Agency is not required to reimburse the Servicing Agency for any costs incurred by the Servicing Agency prior to the date of this Agreement.

VI. Period of Performance: All work associated with this agreement will be completed no later than ~~December 31, 2015~~ June 30, 2016, to include project closeout.

VII. Technical Representative: CFLHD Program Point of Contact for this Agreement is Jeff Jerome, Project Manager. Mr. Jerome can be contacted at 720-963-3359 or jeffrey.jerome@dot.gov.

The City of Wichita Program Point of Contact for this Agreement is Mr. Larry Hoetmer. Mr. Hoetmer can be contacted at 316-268-4179.

VIII. Roles and Responsibilities

Refer to the Project Memorandum of Agreement dated December 10, 2013 for additional Roles and Responsibilities.

A. FHWA, Central Federal Lands Highway Division will:

1) Manage the overall effort on this agreement regarding scope, schedule, and budget in coordination with City of Wichita;

B. City of Wichita will:

1) Provide funding as referenced in this document.

IX. Financial Administration:

A. **Total Agreement Amount:** Not to exceed **~~$194,691~~ $224,530**

B. **Funding Citations:** 23 U.S.C. 201 and 204.

C. **Reimbursable Payment:**

The Servicing Agency will invoice the Requesting Agency on a monthly basis in the amount of 20% of the total Federal Lands Access Program funding expended for the project for preliminary engineering (project development), construction engineering (administration and oversight of the construction contract) and progress payments made to the construction contractor. Any remaining balance will be billed at the

final closeout of the construction contract or at the resolution of any disputes or claims.

The City of Wichita will provide 20% of the total project costs required for the project through construction contract completion, closeout, and resolution of any disputes in an amount not to exceed that provided in this Agreement

The Servicing Agency will provide documentation of payment of in-kind match.

The Servicing Agency is limited to recovery of the matching share of actual costs incurred, as reflected in the invoice provided by the Servicing Agency.

The Servicing Agency shall not incur costs which result in matching funds exceeding the maximum cost stated in this Agreement without authorization by the Requesting Agency in the form of written modification to this agreement.

Upon receipt of the invoice of costs incurred and authorized, the Requesting Agency will issue payment via one of the methods listed below.

D. **Method of Billing:**

The Servicing Agency shall bill the Requesting Agency, in accordance with the payment terms and schedule as agreed upon in the Agreement.

The Servicing Agency will furnish a final Project Status Report detailing the funding usage on the project and calculations used to determine match funding requirements.

The Project Status Report will be provided on a quarterly basis during preliminary engineering and monthly during construction.

The Servicing Agency requests that these payments be made through the US Treasury's website https://pay.gov. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payment shall be submitted referencing the FHWA/CFLHD-ID Agreement Number **DTFH68-14-E-00063.**

Option 1 (Preferred Method)

- Plastic card or Automatic Clearing House Payment (ACH Direct Debit)
- Go to Treasury's website – https://pay.gov
- Search for Agency Name (Transportation Department)
- Select the appropriate Transportation Agency (Federal Highway Administration)
- Follow the form instructions to make your payment. Note, if making an ACH payment from your bank account, please select ACH Direct Debit

as the payment type.

Option 2

- Mail check payable to DOT FHWA. Send to the following address for Paper Check Conversion (PCC) processing:

Enterprise Service Center
Federal Aviation Administration
ATTN: AMZ-340, Mark Richardson
6500 S. MacArthur Blvd., HDQ Rm 285
Oklahoma City, OK 73169

Notice to customers making payment by check:

- Please notify Regina Monroe at 720-963-3460 or regina.monroe@dot.gov if mailing a check.
- When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
- When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Privacy Act- A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for oliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information,is available 1Torn our internet site at (PCCOTC.GOV), or call toll free;: at (1-800-624-137 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method,

X. Modifications: Any modifications to the Agreement must be made in writing and agreed to by both parties. Such modifications are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.

XI. Agreement Completion: When the Requesting Agency has received all deliverables, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the Requesting Agency contact.

XII. Termination: This agreement will terminate upon the date specified in Section V or upon 30 calendar day prior written notification to the other party. If this agreement is terminated by the Requesting Agency its liability shall extend only to pay for it share of the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this

agreement prior to the effective date of termination. If this agreement is terminated by the Servicing Agency its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination.

Agenda Item No. II-9

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: O. J. Watson Park Fishing Dock, CFAP Grant Award (District III)

INITIATED BY: Department of Park & Recreation

AGENDA: Consent

Recommendation: Accept the Community Fisheries Assistance Program (CFAP) grant and authorize the necessary signatures.

Background: The Community Fisheries Assistance Program (CFAP) improves fishing opportunities at community lakes. CFAP was designed to remove barriers to fishing access and provide family friendly fishing areas close to where people live. It also provides grants to urban fisheries for various improvements. The O. J. Watson Park lake is included in the CFAP program.

As part of the City's Americans with Disabilities Act (ADA) Transition Plan, O. J. Watson Park is in line for ADA improvements. Modifications for the park include walkway, restroom and parking upgrades, along with an accessible fishing dock. Funds for these upgrades will come from the City's Capital Improvement Program (CIP) ADA Transition Plan, administered by Public Works & Utilities (PW&U) and already approved by City Council. The new fishing dock will allow anglers with disabilities to enjoy the popular fishing lake and qualifies to be submitted for CFAP grant funds.

Analysis: On March 4, 2014 the City Council approved a request by the Park & Recreation Department to apply for $40,000 in CFAP funding by the Kansas Department of Wildlife, Parks and Tourism (KDWPT). This additional funding will allow the dock to be expanded to serve more anglers and connect to the park's island. KDWPT approved the grant request on August 13, 2014. PW&U is now ready to proceed with the Watson Park project, so KDWPT grant documents are now being submitted to City Council for acceptance. Approval documents include an Amendment which extends the grant period to accommodate delays in project design.

Financial Considerations: The additional $40,000 in grant funding will supplement the ADA Transition Plan CIP funding already approved by the City Council, part of which will be used for the O. J. Watson Park ADA Upgrades. Per the KDWPT agreement, this funding represents an amount not to exceed 13.0% of the overall project.

Legal Considerations: The Law Department reviewed and approved the grant award as to form.

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

Attachments: Community Fisheries Assistance Program grant documents.

Kansas
Department of Wildlife, Parks and Tourism

KANSAS DEPARTMENT OF WILDLIFE, PARKS AND TOURISM
512 S.E. 25th Avenue, Pratt, KS 67124-8174
620/672-5911

COMMUNITY FISHERIES ASSISTANCE PROGRAM GRANT AGREEMENT

This Agreement entered into this 13th day of August, 2014 between and by the Kansas Department of Wildlife, Parks and Tourism, (hereinafter referred to as the "Department") and the City of Wichita, (hereinafter referred to as the "Cooperator").

WHEREAS, the purpose of this agreement is to provide an agreed upon amount of **reimbursement** for funding expended by the Cooperator under a Department approved community lake assistance plan;

WHEREAS, the Cooperator represents it holds title to the following described property upon which a project (described below) shall be constructed and for which property (hereafter referred to as the "Designated Property"), Department funds shall reimburse Cooperator expenditures: Watson Park.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Department agrees to pay for certain costs incurred for a project(s) which are identified as Exhibit A, attached hereto and incorporated by reference herein (hereinafter referred to as the "Project.") The amount the Department hereby agrees to fund shall not exceed a maximum of $40,000.00, and shall not exceed 13.0% of the project total cost.

2. The term of the grant shall be for 1.5 year(s) from onset of the fiscal year beginning July 1, 2014.

3. Cooperator agrees to hold title to the Designated Property and maintain and operate these improvements thereon for the life of these improvements, to be defined as not to exceed 10 years.

4. Cooperator agrees to allow public ingress and egress to the Designated Property and the improvements provided thereon under this Agreement; provided, Cooperator shall have the right to reasonably restrict public access based upon time of days, or season of the year.

5. Cooperator agrees not to remove, dismantle or destroy any improvement on or to the Designated Property or discontinue any program funded in whole or in part under this Agreement without prior written approval of the Department.

6. Cooperator agrees and consents to the specified Project costs, percentage cost share contribution (if any) to be paid by it and the specifications all as set forth in Exhibit A attached hereto and incorporated herein by reference. Upon completion of the Project, Cooperator shall submit a cost report, on Department Invoice Form FA-01, to the Department, fully disclosing amounts paid by it for any such Project under this Agreement.

7. Notwithstanding any other provision of this Agreement, if funds anticipated for the continued performance of or under this Agreement are at any time not available to the Department for such purpose, through failure of the legislature to appropriate funds or the termination or discontinuance or material alteration of the program under which funds for this Agreement were provided, the Department

shall have the right to immediately terminate this agreement upon giving 30 days written notice to the Cooperator, at no penalty to the Department.

8. This Agreement shall be modified in writing only and through mutual agreement of the parties.

9. Any waiver of this contract must be in writing and signed by an authorized representative.

10. This Agreement shall inure to the benefit of and be binding upon the successors of either party.

11. Cooperator agrees to repay Department in the event Cooperator shall breach its obligations under this Grant Agreement in the principal sum of $8,000.00 for each year or part thereof that remains in the designated life of these improvements. The Department shall notify the cooperator of a breach of cooperator's obligation under this Grant Agreement in writing. Notice shall be sent by certified mail. All monies determined to be owed to the Department shall be due within 30 days receipt of the notice by cooperator.

12. Equal opportunity to participate in and benefit from programs described herein is available to all individuals without regard to their race, color, religion, national origin or ancestry, sex, age, handicap, disability or political affiliation. The Cooperator agrees not to discriminate against any person and agrees to abide by all state and federal anti-discrimination laws. Any complaints of discrimination should be sent to the Office of the Secretary, Kansas Department of Wildlife, Parks and Tourism, 900 SW Jackson St., Suite 502, Topeka, KS 66612.

13. The provisions found in Contractual Provisions Attachments (form DA-146a), which is attached hereto, are hereby incorporated by reference into this contract and made a part hereof.

14. The Cooperator is responsible for providing proof of payment for all applicable materials and/or services purchased, including labor. Proof of payment shall be of Department standard and on KDWP Invoice form FA-01, hereby attached and incorporated by reference.

15. The Cooperator shall permit the Department, or a duly authorized representative of the Department at any time during the course of the Agreement to inspect and audit the site and any materials, records and data relating to this Agreement. Further, any information relating to this Agreement shall be open to the public.

16. Each party shall act in their individual capacity and not as agents, employees, partners, in joint venture, or as associates of one another. The employees or agents of one party shall not be deemed or construed to be employees or agents of the other party for any purpose whatsoever.

17. This Agreement, its attachments and any written amendments shall be the entire source of authority between the parties and shall control the relationship between the parties regardless of any other understanding between the parties.

18. In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, the same shall be deemed severable from the remainder of the Agreement. If such provision shall be deemed invalid due to its scope and breath, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

19. The Department's failure at any time to require strict performance by the Cooperator of any of the provisions of this Agreement shall not waive or diminish Department's right thereafter to demand strict compliance therewith or with any provision.

20. The Cooperator certifies by placement of signature to this Agreement that neither they, nor any of their principals, subcontractors and suppliers used on this project are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in such an agreement by any Federal or State Department or Agency.

21. The Cooperator shall place on site an acknowledgment that funding for this project was derived in part from the Kansas Department of Wildlife, Parks and Tourism under the Community Fisheries Assistance Program.

22. By placing signature to this Agreement, the Parties hereby attest to authorization as a signatory for the respective entities involved.

23. The point of contact for the Department shall be Bryan Sowards. The point of contact for the Cooperator shall be LARRY HOETMER.

Dated the year and day first above written.

COOPERATOR:

_____
Signature

_____
Title

_____
Date

_____
Federal Tax Identification No.

GRANTOR:

Kansas Dept. of Wildlife, Parks and Tourism

Keith Sexson
Keith Sexson, Assistant Secretary

8-13-2014
Date

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 13 day of August, 20 14.

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

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

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

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

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

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

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

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

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

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

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

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

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

AMENDMENT TO COMMUNITY FISHERIES ASSISTANCE PROGRAM
GRANT AGREEMENT BETWEEN:

THE KANSAS DEPARTMENT OF WILDLIFE, PARKS AND TOURISM
AND
City of Wichita

This Agreement amendment is made this 10th day of November, 2015, between the Kansas Department of Wildlife, Parks and Tourism, herein after referred to as the Department, and City of Wichita, hereinafter referred to as the Cooperator for the purpose of amending the agreement entered into between the parties on the 13th day of August, 2014.

Now, therefore, the parties hereby agree as follows:

Paragraph 2, appearing on the first page of the agreement between the parties is deleted in its entirety and is replaced with the following:

> "2. The term of the grant shall be for 2.5 year(s) from the onset of the fiscal year beginning July 1, 2014."

The parties further agree that except as herein provided the existing contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their names the day and year first above written.

KANSAS DEPARTMENT OF WILDLIFE, PARKS AND TOURISM

BY:_____
Assistant Secretary of Operations

DATE:_____

City of Wichita

BY:_____
(title)

DATE:_____

Attachment A

Competitive Development Grant Application

Kansas Dept of Wildlife, Parks and Tourism
Community Fisheries Assistance Program
Due June 1, 2014 for FY15
Submit to Local District Fisheries Biologist

Program Cooperator: **City of Wichita Park & Recreation Dept.** FEIN: **48-600653**

Impoundment Name: **Watson Park**

Project Title: **Watson Park ADA Fishing Dock**

Legal Description: **NE & SE** Qtr of Sec: **5** Township **28S** Range **1E**

of **6th P.M., Sedgwick** County, Kansas.

Applicant Name: **City of Wichita, Park and Recreation Department**

Address: **11th Floor, City Hall, 455 N. Main**

Wichita, KS 67202

Total Project Cost: **$313,000**

Requested Grant Funds **$40,000** % of Total Project Cost: **13%**

Available Local Funds **$273,000.00** % of Total Project Cost: **87%**

Project Completion Date (approx.): **End of 2014**

***** Please attach an itemized list of project costs, including and identifying in-kind costs, such as Labor, Equipment and/or Materials. Local funds must be at least 25% of total project cost for appliation to be considered.*****

The Program Cooperator, **City of Wichita** is responsible for providing proof of all payment for all applicable materials and services, including labor.

Statement of Need and Benefit: **Please attach an additional sheet of paper describing the need for and benefit of this particular project.**

Statement of Application: This application is submitted to the Kansas Dept of Wildlife Parks and Tourism for the reimbursement of funds proposed for the development of fishing and/or boating opportunity as listed. The design and cost of the project is subject to approval by KDWPT. All related permit requirements are the responsibility of the applicant.

Doug Kupper, CPRP
Applicant Name (Please Type or Print)

Director, Park & Recreation Dept. **2/3/2014**
Applicant Title Date

Applicant Signature

District Fisheries Biologist Signature

"Equal opportunity to participate in and benefit from the Community Fisheries Assistance Program is available to all individuals without regard to their race, color, sex, religion, national origin, age, handicapped or disability status, or political affiliation. Complaints of discrimination should be sent to: Office of the Secretary, KDWPT, 1020 South Kansas Ave, Suite 200, Topeka, Kansas 66612-1327."

Agenda Item No. II-10

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: Leasing of Site for an Outdoor Advertising Sign in the 600 Block of North Hydraulic (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the lease.

Background: The City of Wichita has rail banked the former Frisco Railroad corridor from Hydraulic to the Sedgwick County line and is redeveloping the corridor for pedestrian and bicycle use. There is an outdoor advertising structure located within the corridor just east of Hydraulic. The development of the corridor does not impact the sign location nor does the sign adversely impact the development of the path.

Analysis: The lease agreement provides for a 20-year term with three five-year options. Annual base rental is $2,400 or 10% of gross sales revenue from sign rental, whichever is greater. If the sign is converted to an LED sign, base rent will increase to $8,000. Base rent is payable in monthly installments of $200 with any bonus rent based on annual sales. Upon termination of the lease, the lessee will remove the sign structure.

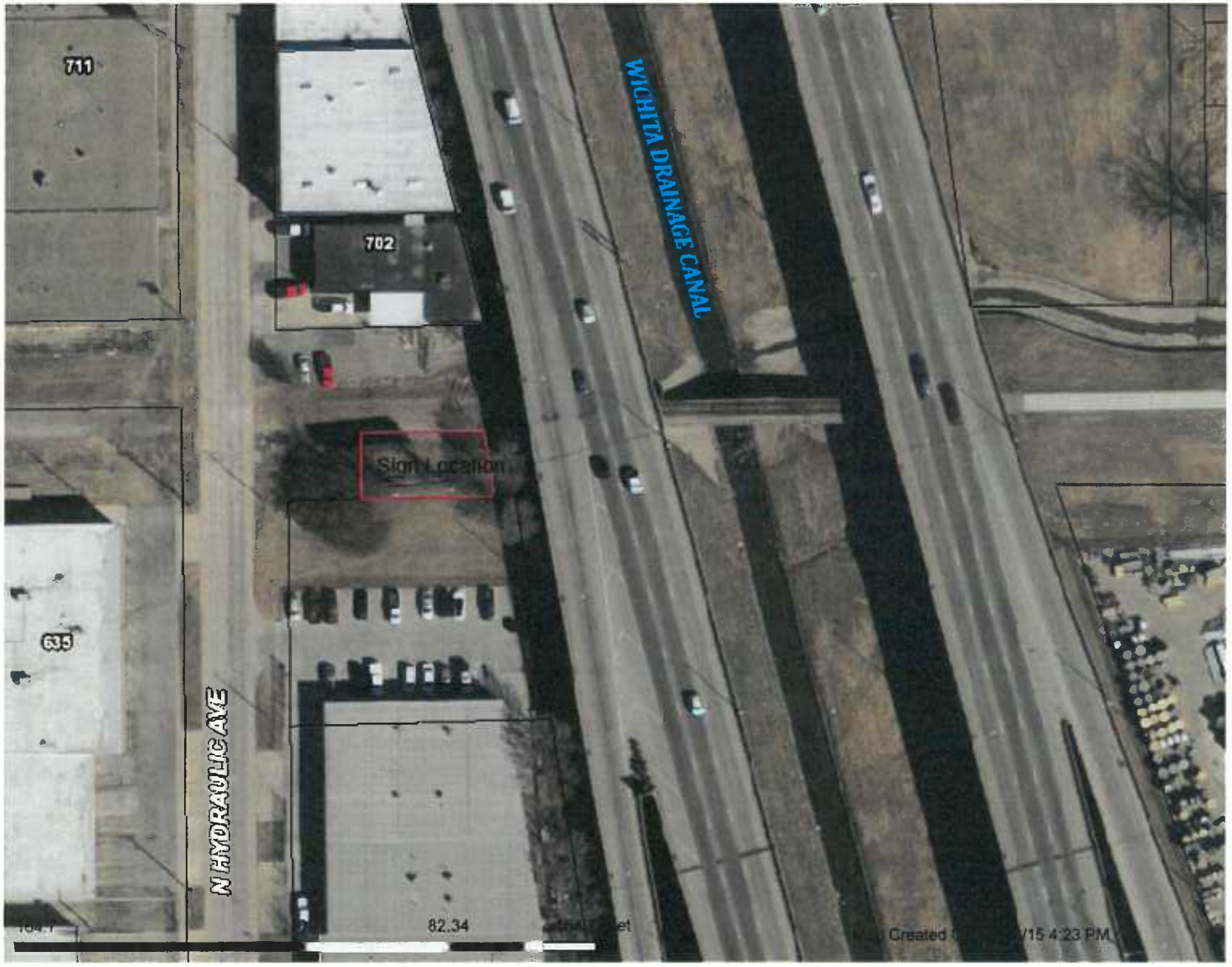
Financial Considerations: The City will receive rent revenues as described above. The lessee shall be responsible for all costs of operation and maintenance of the structure.

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

Recommendation/Action: It is recommended that the City Council; approve the lease agreement; and authorize all necessary signatures.

Attachments: Aerial map and lease agreement.

600 Block of North Hydraulic



Legend

- Parcels

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

1: 988

CLEAR CHANNEL OUTDOOR LEASE AGREEMENT

1. This Lease Agreement ("Lease") is effective November 1, 2015 (the "Effective Date") and entered into between City of Wichita , a(n) Municipality, ("Landlord") and CLEAR CHANNEL OUTDOOR, INC., a Delaware Corporation ("Tenant"). Landlord hereby leases to Tenant the real estate commonly known as 601 N. I-135, (MM 7.182 I-135) in the County of Sedgwick in the State of Kanss ("Property") whose permanent property tax number and legal description are attached as Exhibit A. The Property is leased for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). Tenant may elect in its sole discretion at any time and from time to time during the term of this Lease, to convert and operate any advertising face on the Structures as digital, static, or any combination thereof. This Lease includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility. Tenant may lease or license the use of the Structures, or any portion thereof, for any lawful purpose.

2. This Lease shall be in effect commencing on the Effective Date for a term ("Term") that is Twenty (20) years following the "Rent Commencement Date", defined as either (i) the first day of the month after the date construction is completed and all requisite governmental and private permits and approvals are obtained for Tenant's operation of the Structures, or (ii) if this Lease is a renewal of an existing lease, the Rent Commencement Date shall also be the Effective Date. If a governmental or quasi-governmental entity acquires the property, then this Lease shall automatically be extended to the date which is 30 years from the closing date of said acquisition.

3. Beginning on the Effective Date, Tenant shall pay Landlord rent in the amount of One Hundred Dollars ($100.00) for the period of time prior to the Rent Commencement Date; if any. Beginning on the Rent Commencement Date, Tenant shall pay Landlord rent in the applicable amount and pursuant to the terms set forth on Exhibit B attached hereto.

4. This Lease shall continue in full force and effect for its initial term and thereafter for successive like terms, unless not less than ninety (90) days (and no more than one-hundred twenty (120) days) before the end of any such initial or subsequent successive like term Landlord or Tenant gives notice of termination. During any term of this Lease and for a period of ninety (90) days following the expiration or earlier termination of this Lease, Landlord hereby grants to Tenant a right of first refusal, acceptance of which is exercisable at Tenant's sole discretion, to match the material terms of any offer acceptable to Landlord for the use or purchase of all or any portion of the Property (the "Offer"), which includes, without limitation, similar time periods for performance and investigation as are set forth in the Offer. A copy of all relevant document(s) comprising the Offer shall be delivered to Tenant (the "Offer Documents"). Tenant shall then have twenty (20) days from its receipt of the Offer Documents in which to match the material terms of the Offer by giving notice of acceptance to Landlord. If Tenant rejects the Offer and the Property transfers pursuant to the terms of the Offer, Landlord shall promptly notify Tenant of such transfer and provide Tenant with any relevant contact information of such new owner of the Property. Landlord shall defend and indemnify Tenant from any claims, demands, attorneys' fees, costs and expenses made against or incurred by Tenant as a result of the breach of this provision. If ownership of the Property changes, Landlord shall promptly deliver written notice to Tenant of such change, including an IRS Form W-9 for the new owner and evidence of the ownership transfer (collectively, "Ownership Transfer Documents"). Landlord acknowledges that Tenant will be unable to deliver rents to the new owner until Tenant's receipt of the Ownership Transfer Documents. Any delay in rent payments as a result of Landlord not delivering the Ownership Transfer Documents shall not be a default under this Lease nor be subject to any late penalty or interest. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a true and correct copy of this Lease.

5. Tenant has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use, maintenance, and removal of the Structures, and Landlord shall reasonably cooperate at no cost to Landlord and hereby grants Tenant a limited power of attorney solely for this purpose. All such permits shall remain the property of Tenant. Tenant may elect, but shall have no obligation, to pursue any zoning matter or to continue to maintain any permit. Tenant is the owner of the Structures under this Lease and has the right to remove the Structures at any time or within one hundred twenty (120) days following the termination or expiration of this Lease. Landlord shall provide all reasonably necessary access to Tenant for such removal. If for any reason not caused by Tenant, the Structures are removed, materially damaged or destroyed, all rent payments shall cease until the Structures are rebuilt, provided Tenant is reasonably pursuing. If the Structures are removed for any reason, only the above-ground portions of the Structures need be removed and the area immediately surrounding the foundation shall be restored, reasonable wear and tear excepted.

6. Landlord and Landlord's tenants, agents, employees or other persons acting on Landlord's behalf, shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord which, in Tenant's sole and reasonable opinion, would obstruct access to the Property or all or any portion of the view of the advertising copy on the Structures. If Landlord fails to remove the obstruction within five (5) days after notice from Tenant, Tenant may in its sole discretion: (a) remove the obstruction at Landlord's expense; (b) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease and the actual costs incurred by Tenant for the purchase and installation of the digital face(s) on the Structures prorated over a seven (7) year period, if applicable; or (c) reduce the rent to One Hundred Dollars ($100.00) per year while the obstruction continues. Tenant may trim any trees and vegetation currently on the Property and on any neighboring property owned or controlled by the Landlord as often as Tenant in its sole and reasonable discretion deems appropriate to prevent obstructions. Without limiting the foregoing, Landlord shall not permit any neighboring property owned or controlled by Landlord to be used for off-premise advertising.

7. If, in Tenant's sole and reasonable opinion, for any reason not caused by Tenant: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed, (b) electrical service or illumination is unavailable or restricted; (c) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (d) the Property becomes unsightly; (e) there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property; (f) the Structures' value for advertising purposes is diminished; (g) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (h) the Structures' use is prevented or restricted by law, or Tenant is compelled or required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located; then Tenant may immediately at its option either: (i) reduce rent in direct proportion to the loss suffered for so long as such loss continues; or (ii) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease.

8. If the Structures or the Property, or any part thereof, is condemned by proper authorities; taken without the exercise of eminent domain, whether permanently or temporarily; or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to relocate the Structures on Landlord's remaining adjacent property or to terminate this Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures, value of permits, if any, and Tenant's leasehold interest in this Lease, and/or relocation assistance. Landlord shall assert no rights in Tenant's interests. If condemnation proceedings are initiated, Landlord shall include Tenant as a party thereto. No right of termination set forth anywhere in this Lease may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain. Neither party may apportion the other party's awarded interest without the express written consent of said party.

9. Landlord represents that it is the owner (or owner's authorized agent) of the Property, and both Landlord and Tenant represent to the other party that it has the authority to enter into this Lease. Landlord shall defend and indemnify Tenant from any claims, demands, attorneys' fees, costs and expenses made against or incurred by Tenant as a result of Landlord's breach of this provision. In addition, Landlord agrees to immediately reimburse Tenant for any rent that was improperly received by Landlord as a result of its breach of this provision. Tenant shall indemnify and hold Landlord harmless from all injuries to the Property or third persons caused by Tenant, Tenant's employees, agents, licensees and contractors. Landlord shall indemnify and hold Tenant, its parents and affiliates harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors.

10. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the Commencement Date a non-disturbance agreement in a form reasonably acceptable to Tenant.

11. If (a) Tenant has not been informed of the current address of Landlord or its authorized agent, or (b) two or more of the monthly payments sent by Tenant are not deposited by Landlord within ninety (90) days after the last such payment is sent by Tenant, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until Landlord (i) gives Tenant notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, Tenant's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of the Lease by Tenant.

12. This Lease is binding upon the heirs, assigns and successors of both Landlord and Tenant. Landlord agrees not to assign this Lease to any competitor of Tenant without Tenant's written permission. Tenant shall have the absolute right to assign or sublet.

13. Any notice to any party under this Lease shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to Landlord:
City of Wichita
Property Management
455 N. Main, 13th Fl
Wichita, KS 67202
316.268.4237

If to Tenant:
Clear Channel Outdoor
Attn: Vice President, Real Estate
3405 N. Hydraulic
Wichita, KS

With a copy to:

With a copy to:
Clear Channel Outdoor
Attn: Legal Department
2325 East Camelback Road, Ste. 400
Phoenix, AZ 85016

14. This Lease shall be governed exclusively by the provisions hereof and by the laws of the state and county in which the Property is located, as the same may from time to time exist without regard to conflicts of law provisions. If suit is brought (or arbitration instituted) or an attorney is retained by any party to this Lease because the other party breached this Lease, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses. Each of Landlord and Tenant irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Lease or the transactions contemplated hereby. Neither party shall be liable for punitive damages arising under or related to this Lease.

15. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supercedes any previous agreement. Landlord and Tenant agree and acknowledge that: (i) this Lease has been freely negotiated by both parties; and (ii) in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease in the form attached hereto as Exhibit C without Landlord's signature, including a limited power of attorney solely for such purpose. Landlord understands that the terms of this Lease are proprietary and confidential and Tenant would be damaged by the unauthorized disclosure of the terms. Therefore, Landlord agrees not to disclose the terms to any third party. Such agreement shall survive the termination of this Lease.

16. This Lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

TENANT:
CLEAR CHANNEL OUTDOOR, INC.

By:
Name: Joe Garner
Its: SVP Real Estate & Public Affairs Region 3

Telephone No. 316-838-0871
Facsimile No. 316-838-4108

LANDLORD:
City of Wichita

By: _____
Name: Name JEFF LONGWELL, MAYOR
Its: Title

ATTEST:

_____
Karen Sublett, City Clerk

Approved AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

CORPLEGALFORM/April 2015

EXHIBIT A

LEGAL DESCRIPTION
& PERMANENT PROPERTY TAX NUMBER

LOCATION DESCRIPTION & PANEL NUMBERS

601 N. I-135, WS panel #24462 & #24472

EXHIBIT B

RENTAL TERMS & SCHEDULE
MAG & PERCENTAGE RENT

Tenant shall pay base rent ("Base Rent") in the applicable annual Base Rent amount set forth below, payable in one (1) annual installment per year on or before the first day of each month (prorated for any partial months). In addition, within thirty (30) days following the one (1) year period after the Rent Commencement Date and each anniversary thereof during the Term, Tenant shall pay to Landlord the amount, if any, by which ten percent (10%) of the annual net advertising revenue (defined as gross advertising revenue less any agency commission) indefeasibly received and recognized by Tenant for the Structures in respect of such one-year period exceeds the Base Rent paid to Landlord during such year ("Percentage Rent"). Such Percentage Rent payment shall be accompanied by a reasonably detailed statement of how such Percentage Rent was calculated. Landlord shall maintain such information as confidential and solely for revenue verification purposes. If Landlord's review reveals any additional amount due to Landlord, Tenant shall deliver such additional undisputed payment within fifteen (15) days' written notice thereof.

Lease Year	Per 1 Digital Face	Per 1 Static Face	Per 2 Static Faces
1	$8,000	$1,200	$2,400
2	$8,000	$1,200	$2,400
3	$8,000	$1,200	$2,400
4	$8,000	$1,200	$2,400
5	$8,000	$1,200	$2,400
6	$8,000	$1,200	$2,400
7	$8,000	$1,200	$2,400
8	$8,000	$1,200	$2,400
9	$8,000	$1,200	$2,400
10	$8,000	$1,200	$2,400
11	$8,000	$1,200	$2,400
12	$8,000	$1,200	$2,400
13	$8,000	$1,200	$2,400
14	$8,000	$1,200	$2,400
15	$8,000	$1,200	$2,400
16	$8,000	$1,200	$2,400
17	$8,000	$1,200	$2,400
18	$8,000	$1,200	$2,400
19	$8,000	$1,200	$2,400
20	$8,000	$1,200	$2,400

ARTICLE 7 (h) "or Tenant is compelled or required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located" is hereby removed from lease agreement.

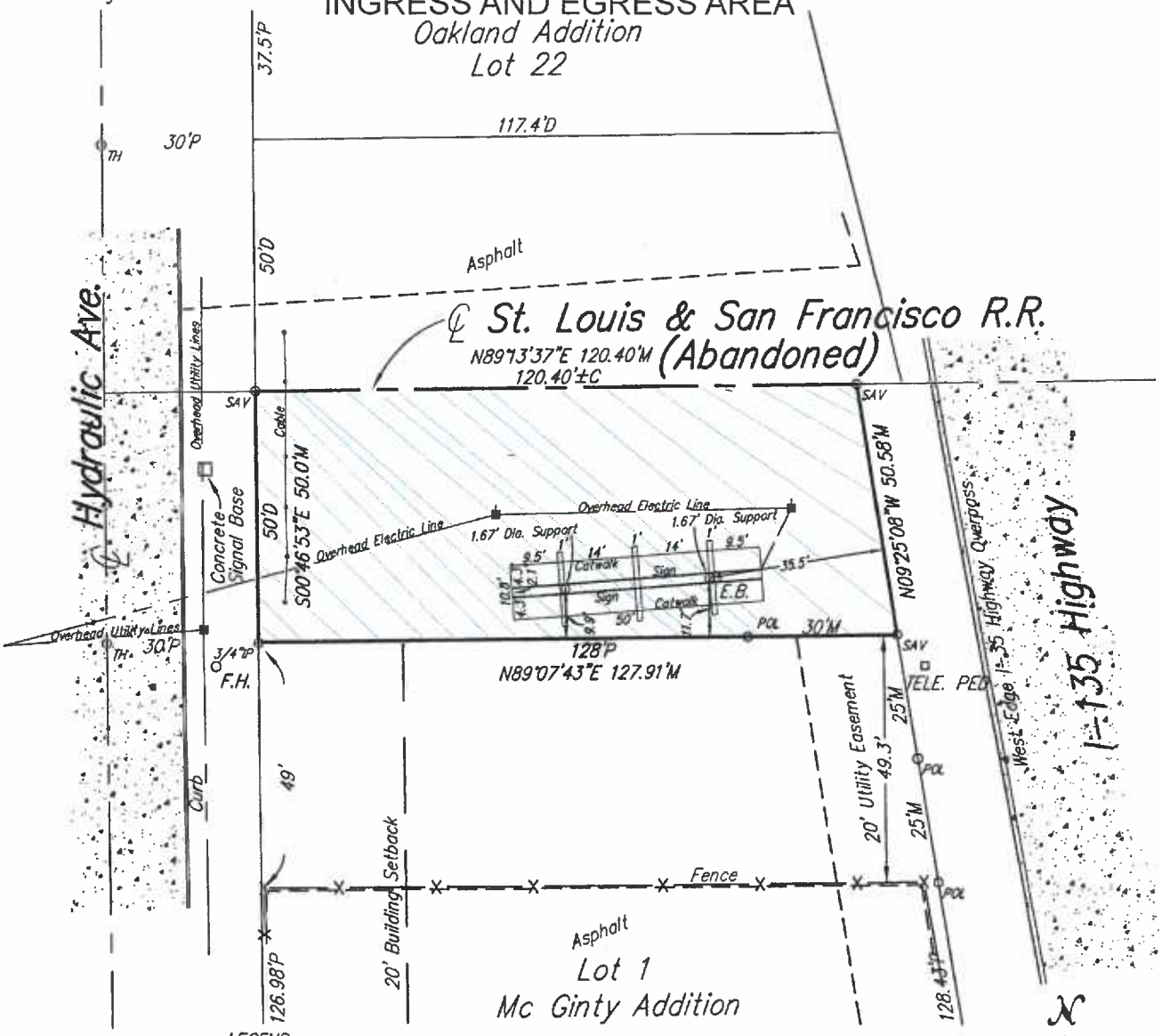
Also made a part of this lease agreement:

Exhibit B, Ingress And Egress Area
Exhibit C, Sign Site Area
Exhibit D, Visibility Area

Savoy Company, P.A.
433 S. Hydraulic
Wichita, KS 67211-1911

PH (316) 265-0005
FAX (316) 265-0275
www.savoyco.com

EXHIBIT B
INGRESS AND EGRESS AREA



LEGEND:
P = Platted
M = Measured
C = Calculated
D = Described

- 3/4" IP ..... 3/4" IRON PIPE (FOUND ORIGIN UNKNOWN)
- TH ..... CITY OF WICHITA CONTROL THIMBLE (FOUND)
- SAV ..... 1/2" REBAR W/SAVOY CAP (SET)
- POL ..... 60d NAIL SET ON LINE (SET)

Revised December 10, 2013
PROJECT NO. 13HH13921 S

LEGEND

- F.H. . . . . FIRE HYDRANT
- . . . . . POST
- . . . . . POWER POLE
- E.B. . . . . ELECTRIC BOX
- TELE. PED . . . . . TELEPHONE PEDESTAL

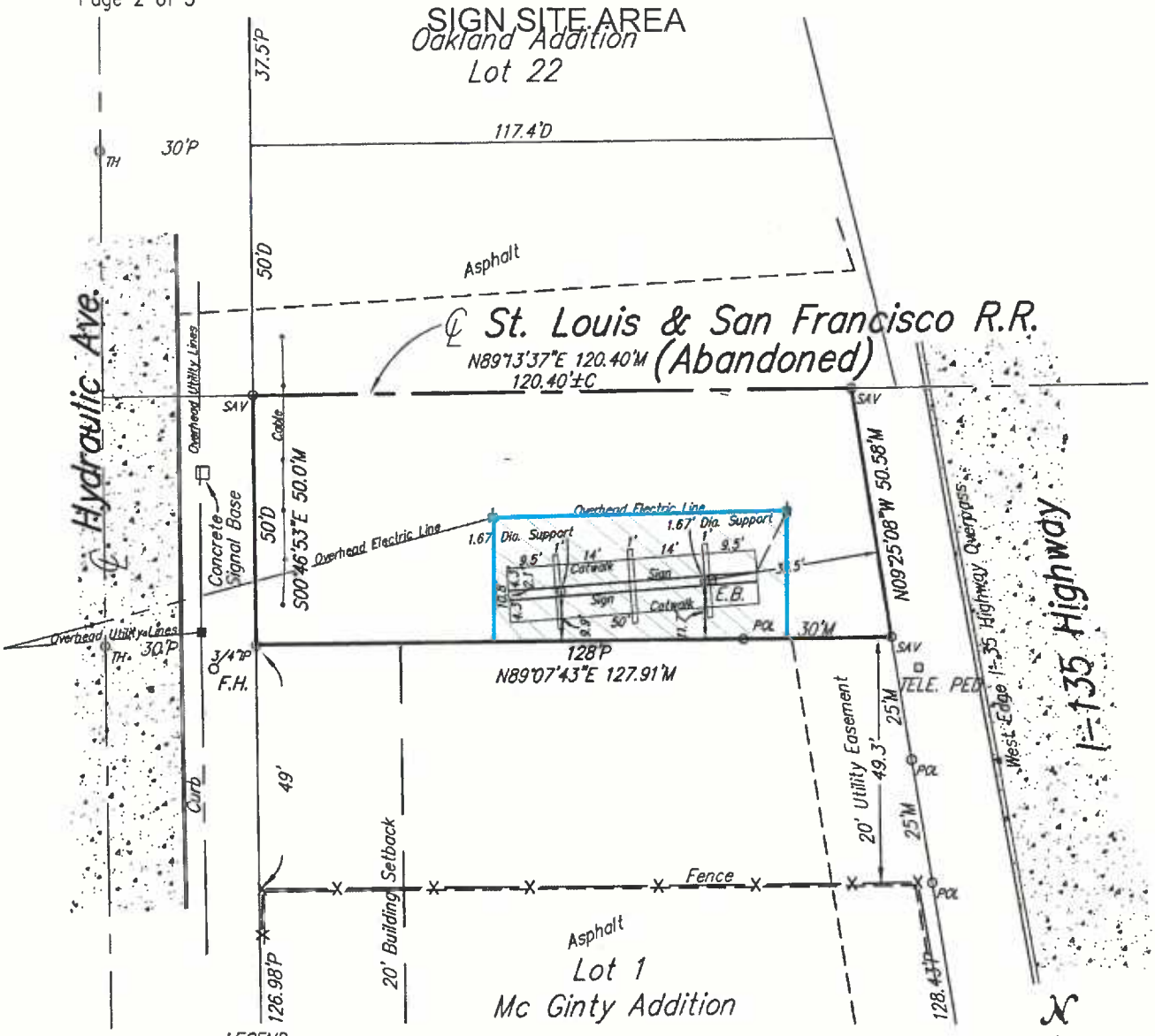
1" = 30'

Mark A. Savoy — Land Surveyors — Brian N. Savoy

Savoy Company, P.A.
433 S. Hydraulic
Wichita, KS 67211-1911

PH (316) 265-0005
FAX (316) 265-0275
www.savoyco.com

EXHIBIT C
SIGN SITE AREA



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Revised December 10, 2013
PROJECT NO. 13HH13921 S

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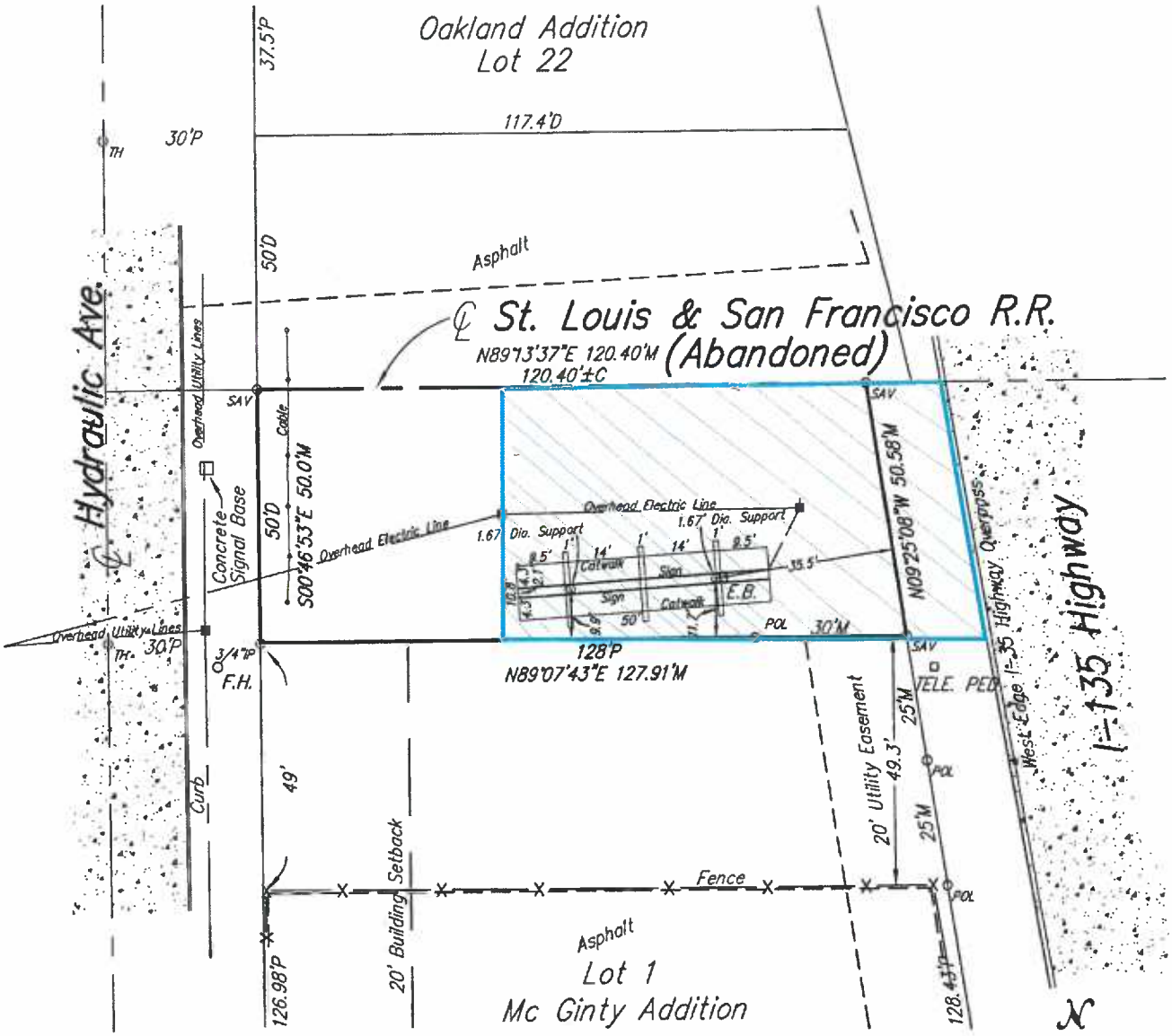
EXHIBIT D
VISIBILITY AREA



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Revised December 10, 2013
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1" = 30'

Addendum to Lease
Lease # 1054

This Addendum to Lease (the "**Addendum**") is entered into by and between the CITY OF WICHITA ("**Landlord**"), and CLEAR CHANNEL OUTDOOR, INC. ("**Tenant**") and is effective August 1, 2015 (the "Effective Date") for the purpose of modifying that certain Lease Agreement (# 1054), dated of even date herewith (collectively, the "**Lease Agreement**" or "**Lease**"). All terms used herein that are defined in the Lease Agreement shall have the same meanings herein as in the Lease Agreement. Landlord and Tenant have agreed to amend and modify the Lease as set forth herein. For good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant agree to amend and modify the Lease Agreement as follows:

1. Notwithstanding Paragraph 1, sentence 3, Tenant agrees to use only components which are commercially necessary, in Tenant's reasonable discretion, for the operation of the Structures.

2. Notwithstanding the last sentence of Paragraph 1, Tenant shall not use the Structures for subleasing to wireless companies for their use without Landlord's express written consent.

3. Notwithstanding the last sentence of Paragraph 1, Tenant is prohibited from placing issue-related advertising copy that features either pro-abortion or anti-abortion content on the Structures, as well as advertisements for adult entertainment of a sexual nature.

4. The last sentence of Paragraph 2 shall be enforced only to the extent the Property is owned by a private party at the time of condemnation, and will not apply if Landlord is a governmental entity.

5. Notwithstanding anything to the contrary in Paragraph 4, the right of first refusal in sentences 2-5 of Paragraph 4 is hereby deleted.

6. Paragraph 5, sentence 1 shall be amended to read as follows:

> Tenant has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use, maintenance, and removal of the Structures, and Landlord shall promptly execute and deliver to Tenant all reasonably required documents and applications at no cost to Landlord.

7. Paragraph 5, sentence 6 shall be amended to read as follows:

> If for any reason not caused by Tenant, the Structures are removed, materially damaged or destroyed, all rent payments shall cease until the Structures are rebuilt, provided Tenant is using commercially reasonable efforts to pursue such rebuilding.

8. Paragraph 6, sentence 1 shall be amended to read as follows:

Landlord and Landlord's tenants, agents, employees or other persons acting on Landlord's behalf, shall not place or maintain any object within the prescribed visibility area, as set forth in Exhibit A hereto, which would obstruct access to the Property or all or any portion of the view of the advertising copy on the Structures.

9. Paragraph 8 shall be enforced only to the extent the Property is owned by a private party at the time of condemnation, and will not apply if Landlord is a governmental entity.

10. Landlord represents that there currently is no financing or a mortgage on the Property..

11. Paragraph 12, sentence 2 shall be amended to read as follows:

Landlord agrees not to assign this Lease to any competitor of Tenant without Tenant's written permission, which permission shall not be unreasonably withheld.

12. Paragraph 12, Sentence 3 shall be hereby deleted and replaced with the following:

Tenant shall only have the right to assign or transfer the Lease to an entity controlled by, controlling, under common control with or affiliated with Tenant or that acquires all or substantially all of Tenant's assets or stock in the state in which the Property is located without the consent of Landlord.

13. Paragraph 14, sentence 1 shall be amended to read as follows:

This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Kansas, as the same may from time to time exist without regard to conflicts of law provisions.

14. Paragraph 15, sentence 3 is hereby deleted.

15. Paragraph 15, sentence 4 shall be amended to read as follows:

Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease in the form attached hereto as Exhibit C without Landlord's signature.

Except as modified herein, all original terms and conditions contained in the Lease shall remain in full force and effect. Where a conflict in terms may exist, this Addendum shall govern.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Tenant and Landlord have executed this Memorandum as of the 21 day of October, 2015.

TENANT: CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation

By:
Name: Joe Garner
Title: SVP Real Estate & Public Affairs Region 3

LANDLORD: City of Wichita, Kansas

ATTEST:

By:
Name: Name Jeff Longwell, Mayor
Title: Title

Karen Sublett, City Clerk

[INSERT WITNESS SIGNATURES IF REQUIRED IN YOUR STATE]

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 21 day of October, 2015 by Joe Garner, the SVP RE & PA Region 3 of Clear Channel Outdoor INC, a Delaware Corporation, on behalf of said corporation.

DAVID W. MOLLHAGEN
Notary Public - State of Kansas
My Appt. Expires 4-12-2018

Notary Public

My commission expires:

4-12-2018

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Jeff Longwell & Karen Sublett the Mayor & City Clerk of the City of Wichita, Kansas, a municipial corporation, on behalf of said corporation.

Notary Public

My commission expires:

_____

Approved as to form:

Jennifer Magana, City Attorney and Director of Law

CORPLEGALFORM/April 2015

EXHIBIT A
VISIBILITY AREA

Savoy Company, P.A.
433 S. Hydraulic
Wichita, KS 67211-1911

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FAX (316) 265-0275
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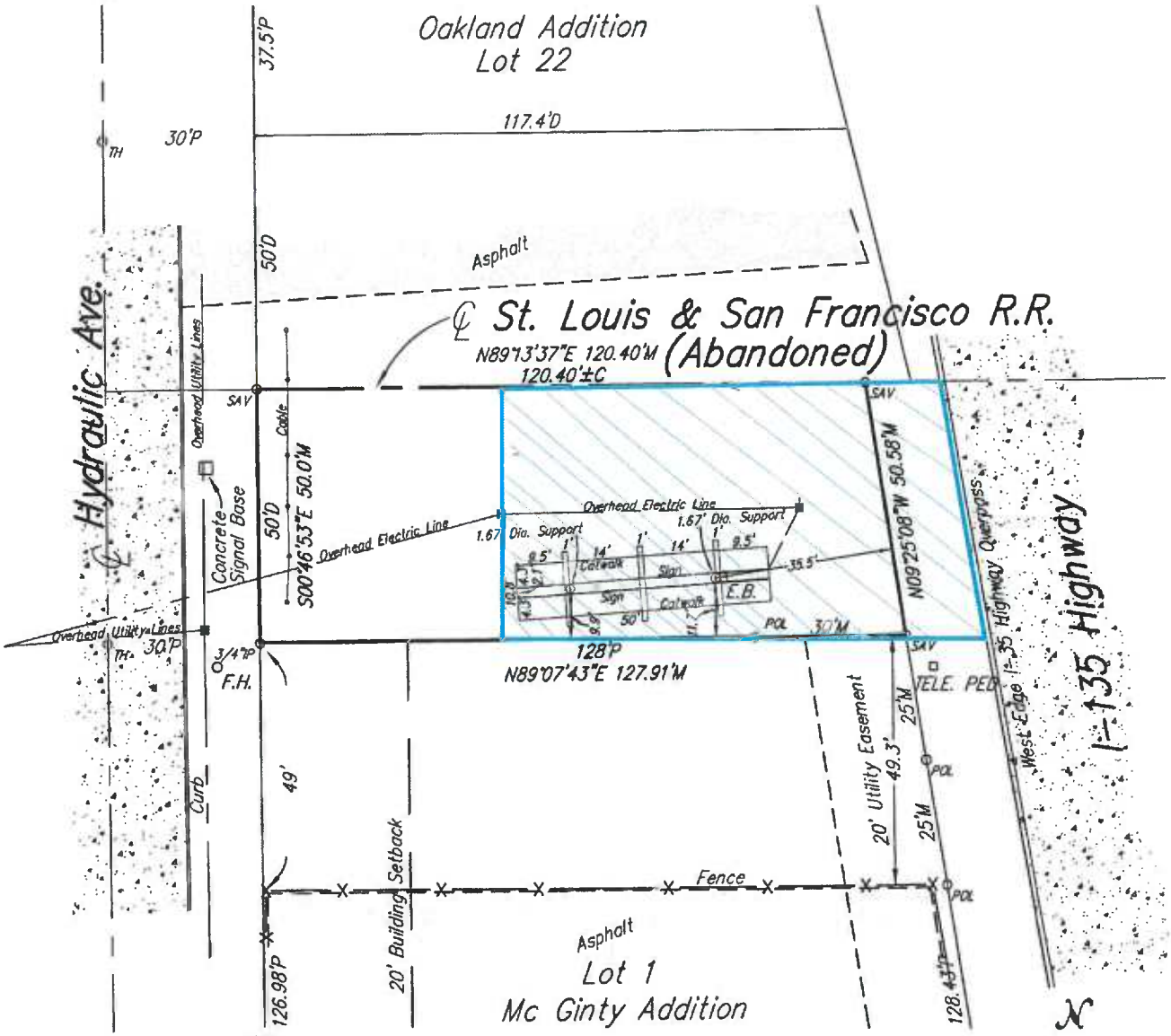

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Revised December 10, 2013
PROJECT NO. 13HH13921 S

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1" = 30'

EXHIBIT C

MEMORANDUM OF LEASE

WHEN RECORDED MAIL TO:

CLEAR CHANNEL OUTDOOR, INC.
Attn: Legal Department
2325 East Camelback Road, Suite 400
Phoenix, Arizona 85016

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made by City of Wichita, Kansas, ("Landlord"), whose address is 455 N. Main St. 13th Fl, Wichita KS 67202 and CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation ("Tenant"), whose address is 3405 N. Hydraulic, Wichita, KS 67219 upon the following terms:

1. Landlord is the owner of the following described Property:

[INSERT A LEGAL DESCRIPTION]

2. Landlord and Tenant have entered into that certain City of Wichita, Lease #1054, dated June 30, 2015 (the "Lease"), wherein Tenant has leased portion(s) of the Property for the construction, maintenance and operation of one or more outdoor advertising structures for a term beginning 8/1/2015, and continuing for a maximum period of twenty (20) years, including extensions and renewals, if any.

3. Under the Lease, Tenant has the right to record this Memorandum without the signature of Landlord.

4. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Lease Amendment in duplicate on this _____ day of _____, 2015.

LESSOR
CITY OF WICHITA, KANSAS

By_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

LESSEE
Clear Channel Outdoor Inc.

By_____
Joe Garner
SVP Real Estate & Public Affairs Region 3

Approved as to form:

_____
Jennifer Magana, City Attorney and Director of Law
Director of Law

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: Street Lighting Agreement (District II)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve the agreement and authorize the necessary signatures.

Background: Wichita Destination Developers (WDD) is developing the area north of K-96 and Greenwich. The developer is privately constructing the on-site public infrastructure for the project, which includes streets, landscaping and street lighting. The paving project for Greenwich Court includes the installation of street lighting.

WDD has proposed to install and maintain the streetlights, which are within public utility easements and/or street right-of-way. The developer has requested the City pay the costs to operate the street lights.

Analysis: The project will provide street lighting for new commercial developments located north of 13th, west of Greenwich. WDD will own the improvements, and will have access rights allowing for its installation and future access for maintenance. Maintenance of the street lights is expected to be performed by and at the expense of the Wichita Destination Developers. The City of Wichita will be responsible for paying the cost of electricity.

The City typically owns, installs, operates and maintains streetlights. The attached streetlight agreement will allow the developer to own and maintain the lights, which will reduce the City's maintenance costs. The City will retain the obligation to pay the cost of electricity to power the lights.

Financial Considerations: Wichita Destination Developers agrees to pay for the installation, repair and maintenance of the streetlights. The agreement provides that the City will pay for the electricity to operate the lights, subject to limitations of the Kansas Cash Basis and Budget Laws. It is estimated that the annual operating costs for the street lights will be approximately $1,200. The funding source for the electricity costs is available in the Street Lighting budget within the General Fund.

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

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

Attachments: Streetlight Agreement

STREETLIGHT AGREEMENT

THIS AGREEMENT is made and entered into this ___day of _____, 20____, by and between the City of Wichita, Kansas ("Wichita"), and Wichita Destination Developers, Inc. ("WDD").

RECITALS

WHEREAS, WDD desires that street lighting and associated improvements be made to Wichita Destination Development, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, the location for such improvements will be within public utility easements and/or public street right-of-way (hereinafter the "Property"), as shown on the attached Exhibit A; and

WHEREAS, WDD intends to install street lighting and associated improvements with the costs for installation to be paid by WDD; and

WHEREAS, such improvements would include custom street lighting other than standard fixtures offered at a tariff rate; and

WHEREAS, Wichita is willing to pay for the costs of electricity provided that WDD agrees to pay for all other costs associated with the maintenance of such lighting and other improvements; and

NOW, THEREFORE, for and in consideration of the mutual benefits, promises and covenants, the parties agree as follows:

1. **Installation of Street Lights.** WDD will install, as a public project, custom street lighting fixtures, the cost of which shall be paid by WDD. Such fixtures shall be approved by Wichita prior to installation, shall remain the property of WDD, and all aspects of construction, operation, and/or maintenance of such fixtures shall be subject to the final authority and control of WDD.

2. **WDD to Repair and Maintain Lighting.** WDD agrees that it will perform, at its sole cost and expense, all necessary repair, maintenance, and locating (Kansas One Call) services for street lighting maintained by WDD as long as it remains in place. In the event that such repair and/or maintenance is required and WDD fails to perform the same after receiving two written notices from Wichita, each of which shall give WDD thirty (30) days to cure, WDD agrees for itself, its successors and assigns, that Wichita may perform or cause to be performed such repair and/or maintenance and charge such costs and expenses against WDD, to be paid within ninety (90) days of receipt of billing from Wichita.

3. **City to Provide Access.** Wichita agrees to permit WDD and its employees, subcontractors and assigns access to street lighting and associated improvements after construction in order that WDD may perform all necessary repair and maintenance to said improvements after construction and for so long as the improvements remain in place.

4. **City to Pay Cost of Electricity.** Subject to the requirements and limitations of the Kansas Cash Basis and Budget Laws, and the sufficiency of annual appropriations properly available for such purposes, Wichita agrees that it will pay all the costs for electrical usage charges related to the operation of said street lighting. Wichita's obligation to perform under this section is secondary to and contingent upon WDD's performance of all obligations under this agreement.

5. **Hold Harmless.** WDD agrees that it will hold Wichita harmless and defend it from any and all costs, expenses, claims, suits or judgments related to or arising out of the repair and/or maintenance work performed on said street lighting by WDD or its employees, subcontractors or assigns.

6. **Parties in Interest**. Nothing herein shall be construed to be to or intended to the benefit of or enforceable by any third party.

7. **Entire Agreement.** The parties hereto declare and represent to each other that no promises, inducements or agreements not herein expressed have been made by the parties, and that this Agreement contains the entire agreement between the parties hereto, and that the terms of this Agreement are contractual and not mere recitals.

8. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Kansas.

9. **Amendments/Modifications Only in Writing.** This Agreement, including this section, may only be amended, modified, suspended, or cancelled by written instrument executed by both of the parties.

10. **Understanding of the Agreement.** Each of the parties has fully read this Agreement and received the assistance of independent legal counsel and understands each and every term of this Agreement.

11. **Covenants to Run with Land**. It is intended that each of the covenants, conditions, restrictions, rights and obligations set forth herein shall run with the Property and create equitable servitudes in favor of the Property, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors and assigns.

[the remainder of this page has been intentionally left blank]

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

Wichita Destination Developers, Inc.

By:_____

Michael J. Boyd, President

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on _____, 20___, by Michael J. Boyd as President of Wichita Destination Developers, Inc.

_____
Notary Public

City of Wichita, Kansas

By:_____
Jeff Longwell, Mayor

ATTEST: SEAL:

_____
Karen Sublett, City Clerk

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, came Jeff Longwell and Karen Sublett, to me personally known to be the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, and said Mayor and City Clerk acknowledged the execution of the foregoing instrument on behalf of, and as the free act and deed of said City.

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

_____
Notary Public

APPROVED AS TO FORM

_____
Jennifer Magana', City Attorney & Director of Law

[the remainder of this page has been intentionally left blank]

EXHIBIT A

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments, Lot Clean Up (All Districts)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinance on first reading.

Background: The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to cleanup private properties that are in violation of environmental standards after proper notification is sent to the responsible party. A private contractor performs the work and the MABCD bills the cost to the property owner.

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

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

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

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

Attachments: Property List for Special Assessments and Ordinance.

PIN #	Geo Code #	Address / Location	Amount	District #
00101760	A 02343	2114 N Park Pl	$409.00	6
00102433	A 029410001	2326 N Park Pl	$660.00	6
00106221	A 05992	1018 S Main St	$539.50	3
00106590	A 06313	1353 S Main St	$596.83	3
00121631	B 02922	514 N Cleveland Ave	$715.01	1
00121987	B 03253	541 N Ohio Ave	$682.32	1
00123941	B 04840	1027 S Saint Francis Ave	$389.00	3
00124361	B 05222	1517 S Emporia Ave	$542.70	3
00124550	B 05398	1342 S Emporia Ave	$785.60	3
00124905	B 05713	1st V/L S of 701 E Harry St	$905.84	3
00124906	B 05714	2nd V/L S of 701 E Harry St	$874.10	3
00124907	B 05715	1614 S Santa Fe Ave	$859.61	3
00126975	B 073830002	1142 S Ellis Ave	$591.80	1
00127938	B 08263	1646 S Pattie Ave	$986.34	1
00129112	B 08986	1403 E Gilbert St	$2,901.56	1
00137227	C 015170002	2048 N Minneapolis Ave	$836.58	1
00137905	C 02107	120 N Estelle Ave	$607.00	1
00138173	C 02356	551 N Chautauqua Ave	$709.02	1
00138475	C 02580	637 N Estelle Ave	$883.20	1
00138598	C 02681	2723 E 9th St N	$735.14	1
00141632	C 05337	220 S Green St	$655.00	1
00159455	C 13722	942 N Glendale Ave	$1,752.20	1
00164342	C 18642	1732 S Faulders Ln	$1,478.53	3
00168953	C 23400	2142 S Pershing	$828.18	3
00172017	C 26588	2731 N Grove St	$709.00	1
00174558	C 29211	V/L N of 3373 E Roseberry	$744.80	3
00174869	C 29515	2880 S Davidson St	$1,811.47	3
00176558	C 31239	2820 N Vassar Ave	$711.96	1
00183007	C 378600001	8712 E Boston St	$505.45	2
00201727	D 026420001	1127 W Dooley Ave	$671.60	4
00202735	D 033390001	2114 W Walker Ave	$444.60	4
00203963	D 04240	2233 W Saint Louis St	$762.40	6
00204676	D 048420002	1822 S Euclid Ave	$466.00	4
00204813	D 04935	1726 S Euclid Ave	$498.40	4
00209927	D 08905	1306 S Gordon Ave	$409.00	4
00210404	D 09246	1016 N Custer Ave	$839.81	6
00210489	D 09316	1023 N Saint Paul Ave	$593.62	6
00229618	D 286310001	8802 W 9Th St N	$444.00	5
00231463	D 30350	6800 W Kellogg St	$437.80	4
00235169	D 33728	11728 W 1st Ct N	$968.58	5
00506025	C 369300001	3145 S Pinecrest Ave	$625.40	3
		TOTAL	$32,567.95	

Published in the Wichita Eagle on November 30, 2015

ORDINANCE NO. 50-109

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

Legal of Parcel in Benefit District	Assessment
LOTS 38-40 MAIN ST. GOSSARD'S SUB OF GOSSARD'S ADD.	409.00
LOT 18 MAIN ST. WEST MT. CARMEL ADD.	660.00
LOT 124 & N 1/2 LOT 126 MAIN ST. LEE'S ADD.	539.50
S 5 FT LOT 79 & N 25 FT LOT 81 MAIN ST. FITZGERALD'S ADD.	596.83
LOTS 28-29 SHIRK'S ADD.	715.01
LOTS 35-37-39 CARPENTER'S ADD.	682.32
S 1/2 LOT 133-ALL LOT 135 BLOCK 14 ORME & PHILLIPS ADD.	389.00
N 6 FT E 1/2 LOT 15 & S 34 FT E 1/2 LOT 16 ZIMMERLYS ADD	542.70
LOTS 84-86 EMPORIA AVE ZIMMERLY'S 3RD. ADD.	785.60
LOTS 6-8 BLOCK 3 ALLEN & SMITH'S ADD.	905.84
LOTS 10-12 BLOCK 3 ALLEN & SMITH'S ADD.	874.10
LOTS 14-16 BLOCK 3 ALLEN & SMITH'S ADD.	859.61
LOT 16 ELLIS AVE. AMIDON'S ADD.	591.80
LOTS 9-11 STRONG'S SUB BLOCK 4 SCHWEITER'S 2ND. ADD.	986.34
BEG 360 FT S & 976 FT W NE COR SE1/4 NE1/4 S 160 FT W 82 FT N 160 FT E TO BEG EXC S 30 FT SEC 28-27-1E	2901.56
LOTS 58-60 MINNEAPOLIS AVE. PARKVIEW ADD.	836.58
LOTS 20-22 GARRISON'S SUB. OF CHAUTAUQUA ADD.	607.00
E 80 FT LOTS 29-31 DAYTON NOW CHAUTAUQUA AVE. CENTRAL AVE. ADD.	709.02
LOTS 65-67 MABEL NOW ESTELLE AVE. MOSSMAN'S 2ND. ADD.	883.20
LOTS 3-4-5-6 EIDE ADD	735.14
LOTS 18-20 GORDON'S SUB IN RICHLAND ADD.	655.00
LOT 3 BLOCK 2 EAST HIGHLAND NORTH ADD.	1752.20
LOT 13 BLOCK F GREENDALE ADD.	1478.53
LOT 38 PERSHING AVE. EDGETOWN PARK ADD.	828.18

LOT 15 BLOCK 1 RIDGECREST 2ND. ADD.	709.00
LOT 27 BLOCK J PLANEVIEW SUB. NO. 1	744.80
LOT 33 BLOCK B PLANEVIEW SUB. NO. 2	1811.47
S 70 FT LOT 2 BLOCK E CHARRON'S GARDEN ESTATES ADD.	711.96
W 42.45 FT LOT 2 BLOCK 3 QUAIL MEADOWS SECOND ADD.	505.45
LOTS 21-22-23-24 BLOCK F EAST UNIVERSITY ADD.	671.60
LOTS 88-90 WALKER ST GARFIELD 2ND. ADD.	444.60
LOTS 59-61 TILLMAN NOW ST LOUIS AVE. KIRKPATRICK'S ADD.	762.40
LOTS 22-24 BLOCK 10 WHITLOCK'S REPLAT	466.00
LOTS 22-24-26 BLOCK 2 GILLESPIE GROVE ADD.	498.40
LOTS 102-104 GORDON AVE. RICHMONDS 3RD. ADD.	409.00
LOT 23 VALLEY ACRES	839.81
N 25 FT LOT 2 SROADE ACRES ADD.	593.62
LOT 11 EXC W 5 FT BLOCK 1 WESTERN GARDENS ADD.	444.00
LOT 1 EXC S 9.9 FT TO CITY FOR ST. WESTAIR ADDITION	437.80
LOT 16 BLOCK 3 WESTLINK VILLAGE 18TH. ADD.	968.58
BEG AT NE COR LOT 8 S 54.86 FT W 36.03 FT NWLY 10 FT SWLY 2.30 FT NWLY 6.30 FT NELY 2.30 FT NWLY 10.10 FT NELY 18 FT NWLY 4.30 FT NELY .80 FT NWLY 6.60 FT NELY 2.30 FT NWLY 4.70 FT SWLY 2.30 FT NWLY 10.80 FT W 27.50 FT TO W LI N 23.53 FT TO NW COR LOT 8 E 110 FT TO BEG BLOCK 1 WASHINGTON HEIGHTS 4TH ADD	625.40

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED at Wichita, Kansas, this **24th day of November, 2015**.

_____

Jeff Longwell, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____

Jennifer Magana, City Attorney and Director of Law

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments, Cutting Weeds (All Districts)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinance on first reading.

Background: The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinances allow the City to clean-up private properties that are in violation of environmental standards after proper notification is sent to the responsible party. A private contractor performs the work and the MABCD bills the cost to the property owner.

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

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

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

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

Attachments: Property List for Special Assessments and Ordinance.

PIN #	Geo Code#	Address / Location	Amount	District
00100490	A 01224	1320 N Waco Ave	$140.00	6
00100855	A 015640001	V/L SE of E 11th St & N Market St	$140.00	6
00102477	A 02988	2234 N Arkansas Ave	$140.00	6
00102904	A 033520001	2709 N Jackson Ave	$140.00	6
00103471	A 03952	909 N Woodrow Ave	$140.00	6
00104129	A 04509	1217 N Bitting Ave	$140.00	6
00106419	A 06173	943 S Water St	$140.00	3
00106938	A 06637	1450 S Main St	$140.00	3
00107403	A 07070	1816 S Wichita St	$140.00	3
00107442	A 07105	1902 S Waco Ave	$140.00	3
00107461	A 07124	1909 S Waco Ave	$140.00	3
00107947	A 07564	1859 S Main St	$140.00	3
00107999	A 07612	V/L N of 1633 S Palisade Ave	$140.00	3
00109287	A 086040002	1224 S Palisade St	$140.00	3
00109668	A 087780074	3343 S Waco Ave	$140.00	3
00109715	A 08804	521 W Boston Heights St	$140.00	3
00109716	A 08805	517 W Boston Heights St	$140.00	3
00109772	A 08861	619 W North Ct	$140.00	6
00109774	A 08863	607 W North Ct	$140.00	6
00111490	A 10670	320 W Carlyle St	$140.00	3
00113765	A 13734	2719 N Richmond Ave	$149.00	6
00114935	A 14774	2609 W 35th St N	$140.00	6
00120200	B 01617	1632 N Emporia Ave	$140.00	6
00121240	B 02578	357 N Pennsylvania Ave	$140.00	1
00121747	B 03031	938 N Wabash Ave	$140.00	1
00122039	B 032830001	1202 N Mathewson Ave	$140.00	1
00122156	B 03334	1126 N Cleveland Ave	$140.00	1
00122164	B 03342	1045 N Mathewson Ave	$140.00	1
00122167	B 03343	V/L S of 1055 N Mathewson Ave	$140.00	1
00122317	B 03467	1357 N Indiana Ave	$140.00	1
00122371	B 03518	V/L N of 1225 N Ohio Ave	$140.00	1
00122399	B 03542000A	V/L S of 1246 N Wabash Ave	$140.00	1
00122426	B 03564	1217 N Wabash Ave	$140.00	1
00122456	B 03593	1115 N Cleveland Ave	$140.00	1
00122634	B 03725	1614 E 15th St N	$140.00	1
00123829	B 04745	1004 S Topeka Ave	$140.00	3
00124250	B 05113	711 E Antler Ave	$140.00	3
00124708	B 05526	1900 S Washington Ave	$140.00	3
00124833	B 05648	1949 S Mosley Ave	$140.00	3
00126150	B 06628	213 S Hydraulic Ave	$140.00	1
00127589	B 07947	1425 S Laura Ave	$140.00	3
00127656	B 08006	V/L SE of S Pattie & E Zimmerly	$140.00	1
00127973	B 08287	1710 S Greenwood Ave	$140.00	1
00127999	B 08310	1701 S Greenwood Ave	$140.00	1
00128776	B 087920001	1906 S Pattie Ave	$140.00	3
00128988	B 08876	1146 N Wabash Ave	$140.00	1

00130482	B 10243	1703 N Pennsylvania Ave	$140.00	1
00130983	B 10735	2939 S Greenwood Ave	$140.00	3
00134746	C 00169	V/L S of 311 N Piatt	$140.00	1
00135385	C 00452	202 N Spruce St	$140.00	1
00135386	C 004520001	2318 E 1st St N	$140.00	1
00135414	C 00477	137 N Spruce St	$140.00	1
00135587	C 00611	V/L S of 549 N Ash	$140.00	1
00135712	C 00729	710 N Piatt Ave	$140.00	1
00135760	C 00748002G	1128 N Piatt Ave	$140.00	1
00135844	C 00770	1030 N Ash Ave	$140.00	1
00135845	C 00771	V/L N of 1014 N Ash Ave	$140.00	1
00136069	C 009430001	1303 N Ash Ave	$140.00	1
00136102	C 00970	1325 N Madison Ave	$140.00	1
00136225	C 01073	V/L N of 1305 N Piatt Ave	$140.00	1
00136860	C 013960001	1901 N Madison Ave	$140.00	1
00136866	C 013980001	1831 N Madison Ave	$140.00	1
00136877	C 0140300A1	1950 N Madison Ave	$140.00	1
00136889	C 01405003A	1838 N Madison Ave	$140.00	1
00137137	C 01472	2058 N Hydraulic Ave	$140.00	1
00137183	C 01503	2057 N Kansas Ave	$140.00	1
00137596	C 01815	420 N Green St	$140.00	1
00137859	C 02068	145 N Poplar Ave	$140.00	1
00137863	C 020710001	121 N Poplar Ave	$140.00	1
00137962	C 02163	123 N Chautauqua Ave	$140.00	1
00138370	C 025050001	2518 E Mossman Ave	$140.00	1
00138556	C 026460002	V/L S of 647 N Poplar St	$140.00	1
00138672	C 02714	1304 N Grove Ave	$140.00	1
00138786	C 02804	1322 N Green St	$140.00	1
00138835	C 02852	V/L SE of E 13th St N & N Estelle	$140.00	1
00139161	C 03144	1013 N Estelle Ave	$140.00	1
00139259	C 032200001	1739 N Erie Ave	$140.00	1
00139372	C 032980001	1722 N Lorraine Ave	$140.00	1
00139380	C 03305	1601 N Hillside Ave	$140.00	1
00139536	C 034580001	1458 N Volutsia Ave	$140.00	1
00139610	C 03516	1457 N Estelle Ave	$140.00	1
00139623	C 03529	1452 N Estelle Ave	$140.00	1
00139628	C 03534	V/L N of 1422 N Estelle Ave	$140.00	1
00139706	C 03586	2606 E 15th St N	$140.00	1
00139719	C 03597000A	V/L S of 1627 N Green St	$140.00	1
00139728	C 03606	1607 N Estelle Ave	$140.00	1
00140719	C 04538	1627 N Holyoke Ave	$140.00	1
00150179	C 05861	321 S Poplar St	$140.00	1
00150506	C 06171	814 S Erie Ave	$140.00	1
00151429	C 06960	701 S Clifton Ave	$140.00	3
00152675	C 08056	633 S Green St	$140.00	1
00152933	C 08303	1134 S Hydraulic Ave	$140.00	1
00153515	C 08832	1537 N Estelle Ave	$140.00	1
00155346	C 104690001	4823 E Murdock Ave	$140.00	1

00155354	C 104740001	4918 E Pine St	$140.00	1
00158305	C 12600	1716 E 23rd St N	$140.00	1
00158328	C 12623	1710 E 22nd St N	$140.00	1
00158347	C 12642	1822 E 22nd St N	$140.00	1
00158996	C 13303	V/L E of 2423 E Stadium Dr	$140.00	1
00158999	C 13307	2521 E Stadium Dr	$140.00	1
00159006	C 13315	V/L E of 2621 E Stadium Dr	$140.00	1
00159237	C 13563	2003 N Chautauqua Ave	$140.00	1
00159743	C 14015	2529 E Murdock Ave	$140.00	1
00160476	C 14510	849 S Terrace Dr	$140.00	3
00160623	C 14712	938 N Old Manor Rd	$140.00	1
00161718	C 16160	4810 E Gilbert St	$140.00	3
00162088	C 164580002	1626 N Oliver Ave	$140.00	1
00162262	C 16545	2017 N Madison Ave	$140.00	1
00162264	C 16547	2027 N Madison Ave	$140.00	1
00162914	C 17119	1802 S Spruce Ave	$140.00	3
00163138	C 17366	3216 E Harry St	$149.00	3
00163573	C 17791	1030 S Christine Rd	$140.00	3
00164762	C 19100	1728 E Looman St	$140.00	1
00165845	C 20253	1507 N Terrace Dr	$140.00	1
00165923	C 20332	1557 N Oliver Ave	$140.00	1
00166224	C 20809	2535 N Chautauqua Ave	$140.00	1
00166481	C 21066	2314 N Poplar Ave	$140.00	1
00166688	C 21304	1723 E McFarland St	$140.00	1
00168043	C 22528	2512 S Twin Oaks Rd	$140.00	3
00169121	C 23581	4361 E Bellaire Ave	$140.00	3
00170294	C 24856	2144 S Wallace Dr	$140.00	3
00171356	C 25968	1136 N Parkwood Ln	$140.00	1
00171388	C 26001	5501 E Polo Dr	$140.00	1
00171457	C 260660001	2921 S Volutsia Ave	$140.00	3
00172017	C 26588	2731 N Grove St	$140.00	1
00172989	C 27553	2925 E Kinkaid Ave	$140.00	3
00174828	C 29474	3585 E Ross Pky	$140.00	3
00175007	C 29646	3033 S Clifton St	$140.00	3
00178780	C 33930	1st V/L E of 2749 N Dellrose	$140.00	1
00178781	C 33931	2nd V/L E of 2749 N Dellrose	$140.00	1
00178782	C 33932	3rd V/L E of 2749 N Dellrose	$140.00	1
00178783	C 33933	4th V/L E of 2749 N Dellrose	$140.00	1
00178784	C 33934	5th V/L E of 2749 N Dellrose	$140.00	1
00178785	C 33935	V/L NW of E 27th St N & N Oliver	$140.00	1
00179337	C 34461	2940 S Bunker Hill Dr	$140.00	3
00179338	C 34462	2934 S Bunker Hill Dr	$140.00	3
00180992	C 36086	7002 E Zimmerly St	$140.00	2
00181720	C 36756	V/L S 320 N Piatt Ave	$140.00	1
00184479	C 39147	V/L E of 7231 E 17th St N	$140.00	2
00198274	D 0024300UP	935 W 47th St S	$162.50	4
00198742	D 004240001	832 W University Ave	$140.00	4
00198749	D 00427	V/L E of 832 W University	$140.00	4

00199472	D 00757	832 S Elizabeth Ave	$140.00	4
00199630	D 0082400UP	4355 S Meridian Ave	$149.00	4
00200257	D 013220001	133 N Glenn Ave	$140.00	6
00201025	D 02023	635 W Hendryx Ave	$140.00	4
00201026	D 02024	701 S Sycamore St	$140.00	4
00201664	D 025970002	1218 W Dooley Ave	$140.00	4
00202139	D 029230001	1326 S Glenn Ave	$140.00	4
00202479	D 03158	2217 W McCormick Ave	$140.00	4
00202481	D 03159	2207 W Mccormick Ave	$140.00	4
00202519	D 031870001	2302 W Irving St	$140.00	4
00202638	D 03273	1018 S Saint Clair Ave	$140.00	4
00202649	D 03284	1022 S Everett Ave	$140.00	4
00203016	D 035320002	3203 W Maple St	$140.00	4
00203858	D 04145	2218 W Douglas Ave	$140.00	6
00204041	D 043020004	514 N Meridian Ave	$140.00	6
00205032	D 050400002	538 N Edwards Ave	$140.00	6
00206152	D 05854	502 W Lincoln	$140.00	4
00208397	D 07494	2216 W Lydia Ave	$140.00	4
00209061	D 08165	2927 S Millwood Ave	$140.00	4
00209325	D 08438	745 N Custer Ave	$140.00	6
00209782	D 08793	3803 W Maple St	$140.00	4
00209841	D 08842	415 S McComas St	$140.00	4
00209843	D 08844	425 S McComas St	$140.00	4
00209844	D 08845	427 S McComas St	$140.00	4
00209847	D 08847	441 S McComas St	$140.00	4
00209863	D 08863	451 S Kessler St	$140.00	4
00214361	D 13162	2415 W Graber St	$140.00	4
00214770	D 13589	2803 S Hiram Ave	$140.00	4
00215017	D 13843	2409 S Osage Ave	$140.00	4
00216637	D 15453	1209 W Crawford St	$140.00	4
00218595	D 17398	5730 W Central Ave	$140.00	5
00219681	D 18388	730 N Eisnhower Ave	$140.00	5
00220853	D 192300002	2736 S Saint Paul Ave	$140.00	4
00226144	D 25320	4537 S Elizabeth Ave	$140.00	4
00228171	D 27306	935 W Miekle Rd	$140.00	4
00233679	D 32312	608 S Sheridan Ave	$140.00	4
00233680	D 323120001	610 S Sheridan Ave	$140.00	4
00235064	D 33626	10904 W 3rd St N	$140.00	5
00241130	D 38864	600 S Holland Ln	$612.50	4
00243950	D 41216	10215 W Yosemite Dr	$140.00	4
00327182	D 056410002	V/L SW of Orient & Vine	$140.00	4
00340180	C 50736	2521 S Cooper St	$140.00	2
00349391	A 18190	5460 N Shelton Ave	$140.00	6
00456149	D 51300	3405 S Meridian Ave	$140.00	4
00465077	D 53054	10408 W Jewell Cir	$140.00	4
00466283	A 18432001M0005	5450 N Porter Ave	$185.00	6
00470093	C 53196	9002 E Creed St	$140.00	2
00480071	C 53543	V/L W of 9101 E 42nd St N	$215.00	2

00483389	D 54020	V/L S of 4613 S Edwards Cir	$140.00	4
00483393	D 54024	V/L N of 4620 S Edwards Cir	$140.00	4
00484479	C 55093	2416 E Winesap St	$149.00	3
00484511	C 55125	7035 S Volutsia St	$149.00	3
00484517	C 55131	7046 S Volutsia St	$149.00	3
00484518	C 55132	7058 S Volutsia St	$149.00	3
00484536	C 55149	7022 S Lorraine St	$149.00	3
00484552	C 55164	7217 S Hillside Ave	$149.00	3
00484570	C 55181	2314 E Winchester St	$155.00	3
00484584	C 55195	2107 E Fager St	$155.00	3
00484676	C 55287	6048 S Hydraulic Ave	$140.00	3
00484790	C 55398	1809 E 61st St S	$149.00	3
00493192	B 048050001	503 E Indianapolis St	$140.00	3
00498110	C 56388	V/L E of 8706 E Millrun St	$140.00	2
00498113	C 56391	V/L W of 8702 E Millrun St	$140.00	2
00514609	D 57078	W of V/L S of 3233 N Ridge Rd	$140.00	5
00520553	D 57322	V/L W of 5517 W 44th St S	$140.00	3
00534492	B 14980	V/L W of 1218 E Mona St	$140.00	3
00534527	B 15010	V/L N of 5421 S Pattie St	$140.00	3
00534550	B 15033	1603 E Mona St	$140.00	3
00534579	B 15061	V/L W of 5506 S Victoria Ct	$140.00	3
00534582	B 15064	V/L S of 5510 S Victoria Ct	$140.00	3
00534585	B 15067	V/L S of 5522 S Victoria Ct	$140.00	3
00534586	B 15068	2nd V/L S of 5522 S Victoria Ct	$140.00	3
00534587	B 15069	3rd V/L S of 5546 S Victoria Ct	$140.00	3
00534588	B 15070	2nd V/L S of 5546 S Victoria Ct	$140.00	3
00534589	B 15071	V/L S of 5546 S Victoria Ct	$140.00	3
00574951	D 63039	V/L N of 2420 S Monument St	$140.00	4
00574965	D 63053	V/L S of 2425 S Canyon St	$140.00	4
00574967	D 63055	V/L N of 2425 S Canyon St	$140.00	4
00574977	D 63065	V/L W of 13010 W Red Rock St	$140.00	4
00578091	A 20070	3rd V/L E of 5154 N Athenian Ct	$140.00	6
00578092	A 20071	2nd V/L E of 5154 N Athenian Ct	$140.00	6
00578093	A 20072	1st V/L E of 5154 N Athenian Ct	$140.00	6
00580690	D 63810	4433 S Chase Ave	$140.00	4
00580729	D 63849	V/L W of 2813 W 44th St S	$149.00	4
30004928	C 65536	1659 S Webb Rd	$149.00	2
		TOTAL	$32,533.00	

239054 **6 Affidavits**
6731 A86222 1616

Published in the Wichita Eagle on **November 27, 2015**

ORDINANCE NO. 50-110

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF **CUTTING WEEDS** IN THE CITY OF WICHITA, KANSAS.

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

SECTION 1. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2016:

Legal of Parcel in Benefit District	Assessment
N 10 FT LOT 1211 & LOT 1213 WACO AVE. LEWELLEN ADD.	140.00
LOTS 246-248 EXC E 45 FT MARKET ST. HYDE & FERRELL'S ADD.	140.00
LOTS 29-31 ARKANSAS AVE. ROSENTHAL'S SUB.	140.00
LOTS 37-39 JACKSON AVE. MC TAGGART'S ADD.	140.00
LOTS 53-55 DORT NOW WOODROW AVE. RIVERSIDE ADD.	140.00
LOTS 1114-1116-1118 BITTING AVE. GREIFFENSTEIN'S 12TH. ADD.	140.00
LOT 6 WATER ST. BENNETT'S ADD.	140.00
LOTS 40-42 MAIN ST. BOSTON AVE. ADD.	140.00
LOTS 109-111 WICHITA ST. ENGLISH'S 8TH. ADD.	140.00
W 85 FT LOTS 145-147 WACO AVE. ENGLISH'S 8TH. ADD.	140.00
LOTS 152-154 WACO AVE. ENGLISH'S 8TH. ADD.	140.00
S 1 FT LOT 140 - ALL LOTS 142-144 MAIN ST. WALTER & WRIGHT'S ADD.	140.00
LOTS 17-19 PALISADE AVE. EUREKA OR ROCK ISLAND ADD.	140.00
S 53 FT OF N 159 FT RES A HOLLAND'S ADD.	140.00
BEG 1174 FT S OF NW COR E 1/2 NW 1/4 NE 1/4 E 219.17 FT N 60.5 FT W TO W LI E1/2 NW1/4 NE1/4 S 60.5 FT TO BEG EXC E 30 FT FOR ST SEC 8-28-1E	140.00
LOT 12 BOSTON COURT ADD.	140.00
LOT 13 BOSTON COURT ADD.	140.00
LOT 8 NORTHCOURT ADD.	140.00
LOT 10 NORTH COURT ADD.	140.00
LOT 13 BLOCK 10 LOUIS 6TH. ADD.	140.00
LOT 7 BLOCK 2 NORTHWEST HEIGHTS ADD.	149.00
LOT 14 BLOCK E MERIDIAN GARDENS ADD.	140.00
LOTS 131-133 EMPORIA ST EAGLE ADD	140.00
LOT 48 PENNSYLVANIA AVE. MATHEWSON'S 4TH. ADD.	140.00
LOTS 10-12 WABASH AVE. MOORE'S ADD.	140.00
LOTS 189-191 GRANVILLE PARK ADD.	140.00
LOTS 67-69 CLEVELAND AVE. GETTO'S ADD.	140.00
LOTS 28-30 ALLEN NOW MATHEWSON AVE. GETTO'S ADD.	140.00
LOTS 40-42 ALLEN NOW MATHEWSON AVE. GETTO'S ADD.	140.00
LOTS 1-3 INDIANA AVE. BURLEIGH'S 3RD. ADD.	140.00
LOTS 57-59 OHIO AVE. BURLEIGH'S 3RD. ADD.	140.00
LOTS 62-64 WABASH AVE. BURLEIGH'S 3RD. ADD.	140.00

LOTS 81-83 WABASH AVE. BURLEIGH'S 3RD. ADD.	140.00
LOTS 11-13 PRIEST'S ADD.	140.00
LOTS 10-12 & E 2.73 FT LOT 14 & VAC5 FT ADJ ON S & 1/2 VAC ALLEY ADJ ON N 15TH. ST. IN VAC. SPRING GROVE 2ND. ADD.	140.00
LOTS 114-116 BLOCK 9 ORME & PHILLIPS ADD.	140.00
LOT 11 COTTAGE PARK ADD.	140.00
LOTS 146-148 WASHINGTON AVE FOREST PARK ADD.	140.00
LOTS 181-183 RANSON & KAY'S 2ND. ADD.	140.00
LOTS 41-43 HYDRAULIC AVE. HYDE'S ADD.	140.00
LOTS 23-25 LAURA AVE MC CORMICK'S ADD.	140.00
LOTS 2-4 PATTIE AVE. MC CORMICK'S ADD.	140.00
LOTS 45-47 & 1/2 VAC HYDRAULIC AVE ADJ ON E STRONG'S SUB. BLK 6 SCHWEITER'S 2ND. ADD.	140.00
LOTS 1-3 HOTCHKIN'S & WHEELER'S SUB.	140.00
LOTS 6-8 PATTIE AVE. WALTER MORRIS & SON'S 5TH. ADD.	140.00
BEG 358 FT E & 176.5 FT S NW COR SW1/4 NE1/4 S 37 1/2 FT E 137 FT N 37 1/2 FT W 137 FT TO BEG EXC CC A-12766 SEC 16-27-1E	140.00
LOT 5 FOX-HUEY ADD.	140.00
LOT 7 BLOCK 13 SCHRADER BROS. 3RD. ADD.	140.00
S 8 FT E 50 FT LOT 87 & E 50 FT LOTS 89-91 BUTLER & FISHER'S 2ND. ADD.	140.00
W 85 FT LOT 23 SPRUCE AVE. PARK PLACE ADD.	140.00

SECTION 2. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2016:

Legal of Parcel in Benefit District	**Assessment**
LOT 23 EXC WEST 85 FT SPRUCE AVE. PARK PLACE ADD.	140.00
LOT 32 SPRUCE AVE. PARK PLACE ADD.	140.00
LOTS 25-27 ASH ST. STITES BROS. 2ND. ADD.	140.00
LOTS 58-60 PIATT AVE. STITES BROS. 4TH. ADD.	140.00
S 50 FT N 350 FT W 1/2 LOT 4 TARLTONS 2ND. ADD.	140.00
LOTS 22-24 NORRIS NOW ASH ST. SOLOMONS 2ND. ADD.	140.00
LOTS 26-28 NORRIS NOW ASH ST. SOLOMONS 2ND. ADD.	140.00
LOT 42 EXC N 15 FT - ALL LOTS 44- 46-48 TILFORD NOW ASH ST. ELEVENTH ST. ADD.	140.00
LOTS 114-116 & N 8 FT LOT 118 MADISON AVE. ELEVENTH ST. ADD.	140.00
LOTS 224-225 ROSENTHAL'S 2ND. ADD.	140.00
LOTS 44-46 CAMPBELL NOW MADISON AVE. STOUT'S ADD.	140.00
LOTS 68-70 CAMPBELL NOW MADISON AVE. STOUT'S ADD.	140.00
LOTS 5-7 MADISON AVE. STOUT'S ADD.	140.00
LOTS 63-65 CAMPBELL NOW MADISON AVE. STOUT'S ADD.	140.00
LOTS 50-52 HYDRAULIC AVE. PARKVIEW ADD.	140.00
LOTS 49-51-53 KANSAS AVE. PARKVIEW ADD.	140.00
LOTS 14-16 GREEN ST. SOLOMON'S ADD.	140.00
LOTS 14-16 POPLAR ST OLIVER'S SUB BLK 5 CHAUTAUQUA ADD	140.00
S1/2 LOT 28-ALL LOT 30 POPLAR AVE. OLIVER'S SUB. BLK 5 CHAUTAUQUA ADD.	140.00
LOTS 21-22 CHAUTAUQUA AVE. OLIVER'S SUB BLK 7 CHAUTAUQUA ADD.	140.00
E 52 FT W 78 FT S 1/2 LOT 7 FRISCO NOW 9TH. ST. MOSSMAN'S ADD.	140.00
N 9 FT LOT 61-ALL LOT 63 & S 20 FT LOT 65 MONA NOW POPLAR AVE MOSSMAN'S 2ND. ADD.	140.00
LOTS 46 & 48 EXC E 63 FT TYLER NOW GROVE ST. FAIRMOUNT PARK ADD.	140.00
LOTS 30-32 ALICE NOW GREEN FAIRMOUNT PARK ADD.	140.00

W1/2 LOT 2-4-6-8 EXC N 20 FT LOT 2 EXC TH PT DEEDED FOR ROW CC# AA CV 2741 MABLE AVE NOW ESTELLE AVE FAIRMOUNT PARK ADD	140.00
LOT 12 & S 10 FT LOT 14 BLOCK 3 ESTERBROOK PARK ADD.	140.00
N 1/2 LOT 77-ALL LOTS 79-81 MT. VERNON NOW ERIE AVE. WOODRIDGE PLACE ADD.	140.00
LOTS 66-68 LORRAINE AVE. WOODRIDGE PLACE ADD.	140.00
LOTS 1-3 HILLSIDE AVE. WOODRIDGE PLACE ADD.	140.00
LOTS 46-48 ACADEMY NOW VOLUTSIA GIRARD ADD.	140.00
LOTS 1-3 GOETHE NOW ESTELLE AVE. ROSE HILL ADD.	140.00
LOTS 6-8 GOETHE NOW ESTELLE ROSE HILL ADD.	140.00
LOTS 26-28 ESTELLE AVE. ROSE HILL ADD.	140.00
W 74 FT LOTS 2-4-6-8 GREEN AVE. FAIRMOUNT ORCHARDS ADD.	140.00
LOT 17 EXC S 11.1 FT & ALL LOT 19 GREEN AVE. FAIRMOUNT ORCHARDS ADD	140.00
LOTS 5-7 GOETHE NOW ESTELLE AVE. FAIRMOUNT ORCHARDS ADD.	140.00
LOTS 65-67-69 HOLYOKE AVE. FAIRMOUNT ADD.	140.00
LOTS 21-23 POPLAR AVE. MC NAIR & SMITH'S ADD.	140.00
LOTS 60-62 AVE L NOW ERIE SECOND SUNNY-SIDE ADD.	140.00
LOTS 97-99 CLIFTON AVE. INDIANA SUB.	140.00
LOTS 51-53 GREEN ST DIXON'S ADD	140.00
LOTS 18-20 & 1/2 VAC ALLEY ADJ HYDRAULIC AVE D B MEYER ADD	140.00
LOTS 30-32 ESTELLE AVE REPLAT OF PART OF GETTOS 2ND ADD.	140.00
LOTS 25-26 BLOCK 3 EAST HIGHLANDS ADD.	140.00
LOTS 40-41-42 BLOCK 3 EAST HIGHLANDS ADD.	140.00
LOT 3 BLOCK A MILLAIR ADD.	140.00
LOT 9 BLOCK C MILLAIR ADD.	140.00
LOT 14 BLOCK D MILLAIR ADD.	140.00
E 47 FT LOT 6 & W 25 FT LOT 7 BLOCK 5 SHADYBROOK ADD.	140.00
W 21 FT LOT 11 & E 51 FT LOT 10 BLOCK 5 SHADYBROOK ADD.	140.00

SECTION 3. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2016:

Legal of Parcel in Benefit District	**Assessment**
E 3 FT LOT 17 ALL LOT 18 BLOCK 5 SHADYBROOK ADD.	140.00
LOT 5 BLOCK 18 SHADY BROOK ADD.	140.00
LOT 30 PARKMORE 2ND. ADD.	140.00
LOT 13 BLOCK 1 PURCELL'S 2ND. ADD.	140.00
LOT 7 BLOCK 3 COUNTRY SIDE ADD.	140.00
E 48 FT LOT 2 & W 2 FT LOT 3 BLOCK B EASTWOOD VILLAGE ADD.	140.00
N 10 FT LOT 33-ALL LOTS 34-35 BLOCK 16 UNIVERSITY HEIGHTS ADD.	140.00
LOT 16 BLOCK 3 BUILDERS 2ND. ADD.	140.00
LOT 18 BLOCK 3 BUILDERS 2ND. ADD.	140.00
LOTS 1-3 BLOCK 15 LINWOOD PARK ADD.	140.00
S 25 FT LOT 3 & LOT 4 EXC SW DIAGONAL 1/2 S 20 FT W 15 FT THEREOF & W 61.66 FT LOT 5 BLOCK A PINERIDGE ADDITION	149.00
LOT 12 BLOCK 2 PURCELL'S 6TH. ADD.	140.00
LOT 14 BLOCK 2 J. WALTER ROSS ADD.	140.00
LOT 15 BLOCK 5 KEN-MAR ADD.	140.00
LOT 2 BLOCK 8 KEN-MAR ADD.	140.00
LOT 6 BLOCK J AUDREY MATLOCK HEIGHTS 1ST. ADD.	140.00
LOT 17 BLOCK V AUDREY MATLOCK HEIGHTS 1ST. ADD.	140.00
LOT 5 BLOCK 6 DETWILER'S ADD.	140.00

LOT 6 REPLAT OF PT OF BLOCK 3 PAWNEE RANCH ADDITION	140.00
LOT 22 MEADOWLARK 4TH. ADD.	140.00
LOT 8 BLOCK F RESERVE ADD.	140.00
LOT 6 BLOCK 3 LAMBSDALE ADD.	140.00
LOT 2 BLOCK 2 FIRST ADD. TO MC EWEN ESTATES	140.00
N 78.5 FT LOT 14 EXC W 17 FT BUTLER'S 2ND. ADD.	140.00
LOT 15 BLOCK 1 RIDGECREST 2ND. ADD.	140.00
LOT 8 BLOCK 2 SOUTH HILLSIDE TERRACE ADD.	140.00
LOT 34 BLOCK A PLANEVIEW SUB. NO. 2	140.00
LOT 52 BLOCK E PLANEVIEW SUB. NO. 2	140.00
LOT 5 BLOCK 8 GREENBRIAR MANOR ADD.	140.00
LOT 6 BLOCK 8 GREENBRIAR MANOR ADD.	140.00
LOT 7 BLOCK 8 GREENBRIAR MANOR ADD.	140.00
LOT 8 BLOCK 8 GREENBRIAR MANOR ADD.	140.00
LOT 9 BLOCK 8 GREENBRIAR MANOR ADD.	140.00
LOT 10 BLOCK 8 GREENBRIAR MANOR ADD.	140.00
LOT 23 BLOCK B WASHINGTON HEIGHTS ADD.	140.00
LOT 24 BLOCK B WASHINGTON HEIGHTS ADD.	140.00
LOT 25 BLOCK 1 EASTLINK VILLAGE ADD.	140.00
LOT 1 BLOCK 1 HAMPTON ADD.	140.00
LOT 29 BLOCK 1 CHELSEA ESTATES ADD.	140.00
BEG 461.05 FT E NW COR NW1/4 E 187.5 FT S 298.5 FT W 187.5 FT N TO BEG EXC N 40 FT FOR RD SEC 20-28-1E	162.50
S 140 FT E 50 FT W 100 FT LOT 3 BLOCK 5 LAWRENCE ADD.	140.00
W 51 FT E 126 FT S 140 FT LOT 3 BLOCK 5 LAWRENCE ADD.	140.00
LOTS 24-26 ELIZABETH AVE. LAWRENCE'S 7TH. ADD.	140.00
E 233.8 FT S 168.3 FT NE1/4 EXC PT FOR ST SEC 13-28-1W	149.00
LOTS 11-12 & N1/2 LOT 13 BLOCK 7 MARTINSON'S 7TH. ADD.	140.00
LOTS 112-114-116 HENDRYX GLENDALE ADD.	140.00
LOTS 118-120-122 EXC S 37.75 FT N 97 FT & EXC S 43 FT HENDRYX AVE. GLENDALE ADD.	140.00
LOTS 47-48 BLOCK A EAST UNIVERSITY ADD.	140.00
LOTS 27-29-31 BLOCK A SHEARMAN'S ADD.	140.00
LOTS 53-55 MC CORMICK AVE. GARFIELD ADD.	140.00

SECTION 4. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2016:

Legal of Parcel in Benefit District	**Assessment**
LOTS 61-63 MC CORMICK AVE. GARFIELD ADD.	140.00
LOTS 42-44 LINCOLN ST. GARFIELD ADD.	140.00
LOTS 2-4 ST. CLAIR AVE. GARFIELD ADD.	140.00
LOTS 6-8-10 EVERETT AVE. GARFIELD ADD.	140.00
LOTS 2-3 BLOCK 2 COLLEGE GREEN ADD.	140.00
LOTS 41-42 MEAN'S ADD.	140.00
N 15 FT LOT 5 & S 16.5 FT LOT 6 MERIDIAN AVE. WALTER'S ADD.	140.00
S 20 FT LOT 16 & ALL LOT 18 & N 5 FT LOT 20 BLOCK 13 J.O. DAVIDSON'S 2ND. ADD.	140.00
LOTS 8-9 EXC S 5 FT LOT 9 SOUTHWEST BOULEVARD ADD.	140.00
LOT 18 BLOCK 5 PAWNEE PARK ADD.	140.00
LOT 15 EXC N 1 FT BLOCK B GENE DOUGLAS MATLOCK ADD.	140.00
LOTS 45-47 BLOCK 8 SIMPSONS ADD.	140.00
LOTS 1-2-3 MAPLE ST BLOCK 3 QUINCY ADD.	140.00

LOTS 7-9-11 BLOCK 6 QUINCY ADD.	140.00
LOTS 19-21-23 BLOCK 6 QUINCY ADD	140.00
LOTS 25-27-29 BLOCK 6 QUINCY ADD.	140.00
LOTS 39-41 BLOCK 6 QUINCY ADD.	140.00
LOTS 25-27-29 BLOCK 7 QUINCY ADD.	140.00
LOT 3 BLOCK 2 2ND. ADD. TO SOUTHWEST VILLAGE	140.00
LOT 30 BLOCK 17 2ND. ADD. TO SOUTHWEST VILLAGE	140.00
LOT 17 BLOCK 3 LEONARD POWELL ADD.	140.00
LOT 5 BLOCK 7 WESTWAY PARK ADD.	140.00
S 213 FT LOT 9 SUNNYSIDE GARDENS 3RD. ADD.	140.00
W 136 FT LOT 8 BLOCK B WEST CENTRAL GARDENS ADD.	140.00
LOTS 53-55-57-59 BLOCK 39 ORIENTA PARK 2ND. ADD.	140.00
LOT 13 BLOCK 6 PURCELL'S 11TH. ADD.	140.00
LOT 32 BLOCK A DAVIS-WALKER ADD.	140.00
N 27.17 FT LOT 4 ROANN ADDITION	140.00
LOT 4 EXC N 27.17 FT ROANN ADD.	140.00
LOT 6 BLOCK 8 WESTLINK SEVENTEEN ADD.	140.00
LOT 8 BLOCK B RIDGE PLAZA 8TH. ADD.	612.50
LOT 5 BLOCK A THE NETT PARK ADD.	140.00
THAT PART LOTS 15 & 17 LY S OF ORIENT AVE. VINE ST. BLOCK G PRINCESS ADD UTILITY ROLL	140.00
LOT 11 BLOCK 3 TURTLE RUN 3RD. ADD.	140.00
LOT 15 BLOCK A REPLAT OF PT OF INTERURBAN PLACE ADD.	140.00
LOT 4 EXC BEG 192.73 FT S NE COR SAID LOT TH S 82.27 FT W 200 FT NW 75.02 FT W 208.42 FT TO CUR ELY ALG NON TANG CUR 327.4 FT E 154.39 FT TO BEG & EXC BEG NE COR SAID LOT TH S 192.73 FT TH W 154.39 FT TO CUR SWLY ALG CUR 327.4 FT W 173.07 FT N 245 FT E 650.02 FT TO BEG BLOCK 1 SOUTH YMCA ADDITOIN	140.00
LOT 28 BLOCK 1 LINDSAY'S ORCHARD ADD.	140.00
BEG 340 FT E NW COR LOT 125 S 166 FT E TO RIV NELY TO PT E OF BEG W TO BEG & 1/2 RIV ADJ VANVIEW ADD.	185.00
LOT 9 BLOCK 2 TOWNE PARC 7TH ADD.	140.00
LOT 23 SUN-AIR ESTATES ADD.	215.00
LOT 10 BLOCK 6 ANGEL ACRES ADD.	140.00
LOT 14 BLOCK 6 ANGEL ACRES ADD.	140.00
LOT 2 BLOCK 1 APPLEWOOD FARMS ADD.	149.00
LOT 18 BLOCK 3 APPLEWOOD FARMS ADD.	149.00
LOT 4 BLOCK 4 APPLEWOOD FARMS ADD.	149.00
LOT 5 BLOCK 4 APPLEWOOD FARMS ADD.	149.00
LOT 2 BLOCK 5 APPLEWOOD FARMS ADD.	149.00
LOT 7 BLOCK 6 APPLEWOOD FARMS ADD.	149.00
LOT 1 BLOCK 1 HUNTINGTON POINTE ADD.	155.00
LOT 15 BLOCK 1 HUNTINGTON POINTE ADD.	155.00

SECTION 5. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2016:

Legal of Parcel in Benefit District	**Assessment**
LOT 5 BLOCK 1 SOUTH HYDRAULIC GARDENS ADD.	140.00
LOT 5 BLOCK 2 ORCHARD VIEW 2ND. ADD.	149.00
E1/2 LOTS 74-76 EXC S 8 FT BLOCK 13 ORME & PHILLIPS ADD	140.00
LOT 6 BLOCK 5 SAWMILL CREEK ADD.	140.00
LOT 9 BLOCK 5 SAWMILL CREEK ADD.	140.00

LOT 12 BLOCK A RIDGE PORT COMMERCIAL PARK ADD.	140.00
LOT 1 BLOCK B GRAYS 5TH ADD.	140.00
LOT 21 BLOCK A RIVENDALE ADD.	140.00
LOT 27 BLOCK B RIVENDALE ADD.	140.00
LOT 2 BLOCK C RIVENDALE ADD.	140.00
LOT 30 BLOCK C RIVENDALE ADD.	140.00
LOT 33 BLOCK C RIVENDALE ADD.	140.00
LOT 36 BLOCK C RIVENDALE ADD.	140.00
LOT 37 BLOCK C RIVENDALE ADD.	140.00
LOT 38 BLOCK C RIVENDALE ADD.	140.00
LOT 39 BLOCK C RIVENDALE ADD.	140.00
LOT 40 BLOCK C RIVENDALE ADD.	140.00
LOT 1 & LOT 2 EXC BEG SLY MOST COR LOT 2 TH NW 53 FT TH NE 120.22 FT SE 74.09 FT TH SW 128.71 FT TO BEG BLOCK 2 SOUTHWEST PASSAGE ADD	140.00
LOT 8 BLOCK 4 SOUTHWEST PASSAGE ADD	140.00
LOT 10 BLOCK 4 SOUTHWEST PASSAGE ADD	140.00
LOT 5 BLOCK 5 SOUTHWEST PASSAGE ADD	140.00
LOT 20 BLOCK 1 VALENCIA ADD	140.00
LOT 21 BLOCK 1 VALENCIA ADD	140.00
LOT 22 BLOCK 1 VALENCIA ADD	140.00
LOT 6 BLOCK 6 LEGACY 3RD ADD	140.00
RESERVE A LEGACY 3RD ADD	149.00
LOT 1 BLOCK A WASINGER ADDITION	149.00

SECTION 6. This ordinance shall take effect and be in force from and after its passage by the city council and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this **24th** day of November**, 2015**.

_____

Jeff Longwell, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____

Jennifer Magana, City Attorney and Director of Law

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: Property and Evidence Improvements

INITIATED BY: Police Department

AGENDA: Consent

Recommendations: Approve the project budget and adopt the bonding resolution.

Background: The Wichita Police Department maintains a property and evidence facility in the Rounds and Porter building adjacent to the City Hall campus. The current location has been occupied since June 2005. The facility is used to house Property and Evidence facility staff and securely store all property and evidence that is seized by the Police Department. This facility also includes indoor vehicle bays that are utilized to process vehicles used in criminal cases for evidence and to securely store vehicles as necessary.

Analysis: The current facility has a number of deficiencies that limit its effectiveness. The facility was initially an abandoned warehouse. When Property and Evidence relocated to the facility in 2005, basic renovations were completed to secure the south third of the building. However, the other two-thirds of the building has received only minimal modifications to ensure security.

The current facility is at capacity, both in terms of the storage of property and evidence, as well the storage of vehicles held as evidence in criminal cases. In addition, a portion of the building used to store vehicles is not well configured. The staff and the property and evidence warehouse is housed in the far south portion of the Rounds and Porter Building. However, vehicle storage is located at the far north end of the building, which is not efficient.

Improvements to the building would include vacating the current 13,200 square feet of large item and vehicle storage on the far north portion of the building, and moving this to a renovated and expanded area in the center of the building. This move will put the large items storage in a continuous location with the other evidence storage area. In addition, 7,200 square feet of new office space would be created. This will allow the Crime Scene Investigation Unit, the Digital Evidence Technician Unit, and Latent Print Unit to be moved. These staff members are housed in poorly configured space on the sixth floor of City Hall. This shift will consolidate personnel who collect and process property and evidence in the same facility where these items are securely stored. Finally, on the second floor of the Rounds and Porter building, the Police Department currently occupies 19,215 square feet of warehouse space in the far south portion of the building. Staff plans to develop and expand evidence warehouse space into 23,000 currently vacant square feet in the middle portion of the building.

Financial Considerations: The Adopted 2015-2024 Capital Improvement Plan includes $500,000 in General Obligation (GO) at-large funding in 2016 and $2.5 million in GO at-large funding in 2017.

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

Recommendations/Actions: It is recommended that the City Council approve the project, adopt the bonding resolution and authorize the necessary signatures.

RESOLUTION NO. __-___

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Design and construction of improvements to the property and evidence facilities in the Rounds and Porter Building, including new office space and the relocation and expansion of storage areas;

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

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $3 million in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

for Jennifer Magana, Director of Law
and City Attorney

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: 2015 Dead End Elimination and Redundant Feed (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the project and construction locations, adopt the resolution, and approve the budget.

Background: The 2015-2024 Adopted Capital Improvement Program (CIP) includes funding for projects to construct loops in existing systems with dead end water mains, to deliver better water pressure and more reliable service to customers.

Analysis: The Dead End Elimination and Redundant Feed project will fund the construction of waterline improvements in 63rd Street South, from Clifton Avenue to K-15, and the design of dead end main waterline improvements in 29th Street, between Greenwich and 127th Street East. It will also fund the design and construction of waterline improvements in 47th Street South and Hoover, and in Tyler and Yosemite. Any remaining funding will be allocated towards smaller dead end main projects associated with a petition request.

Financial Considerations: The Adopted 2015-2024 CIP includes $4,030,000 in 2015 for Dead End Elimination and Redundant Feed. The projects will be funded from future revenue bonds or Water Utility cash reserves. If revenue bonds are issued, an additional 8% will be added for financing and administrative costs.

Legal Considerations: The resolution and notice of intent have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the project and construction locations, adopt the resolution, and authorize the necessary signatures.

Attachments: Resolution, notice of intent, budget sheet, and maps.

(Published in ***The Wichita Eagle***, on November 20, 2015.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 15-364, duly adopted November 17, 2015, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

2015 Dead End Elimination and Redundant Feed

(the "Project") at an estimated cost, including related design and engineering expenses of $4,030,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $4,352,400 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on November 17, 2015.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

RESOLUTION NO. 15-364

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

2015 Dead End Elimination and Redundant Feed

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $4,030,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $4,352,400 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this

Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. **Notice**. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

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

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on November 17, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law

Project Request

(•) CIP ( ) Non-CIP CIP YEAR: 2015 CIP #: W-61

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 18 Public Works & Utilities DIVISION: Distribution RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #:

FUND: 544 Water Construction

COUNCIL DISTRICT: 07 All Districts DATE COUNCIL APPROVED: Nov 17, 2015 REQUEST DATE: Nov 17, 2015

PROJECT # : PROJECT TITLE: 2015 Dead End Elimination and Redundant Feed

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: 2015 Dead End Elimination and Redundant Feed

OCA # : OCA TITLE:

PERSON COMPLETING FORM: Nicole Alvarado PHONE #: 268-4572

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

(•) NEW BUDGET ( ) REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9725 Revenue Bonds	$4,030,000.00	2999 Contractuals	$4,030,000.00
	$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:	$4,030,000.00	**EXPENSE TOTAL:**	$4,030,000.00

NOTES:

Print Form

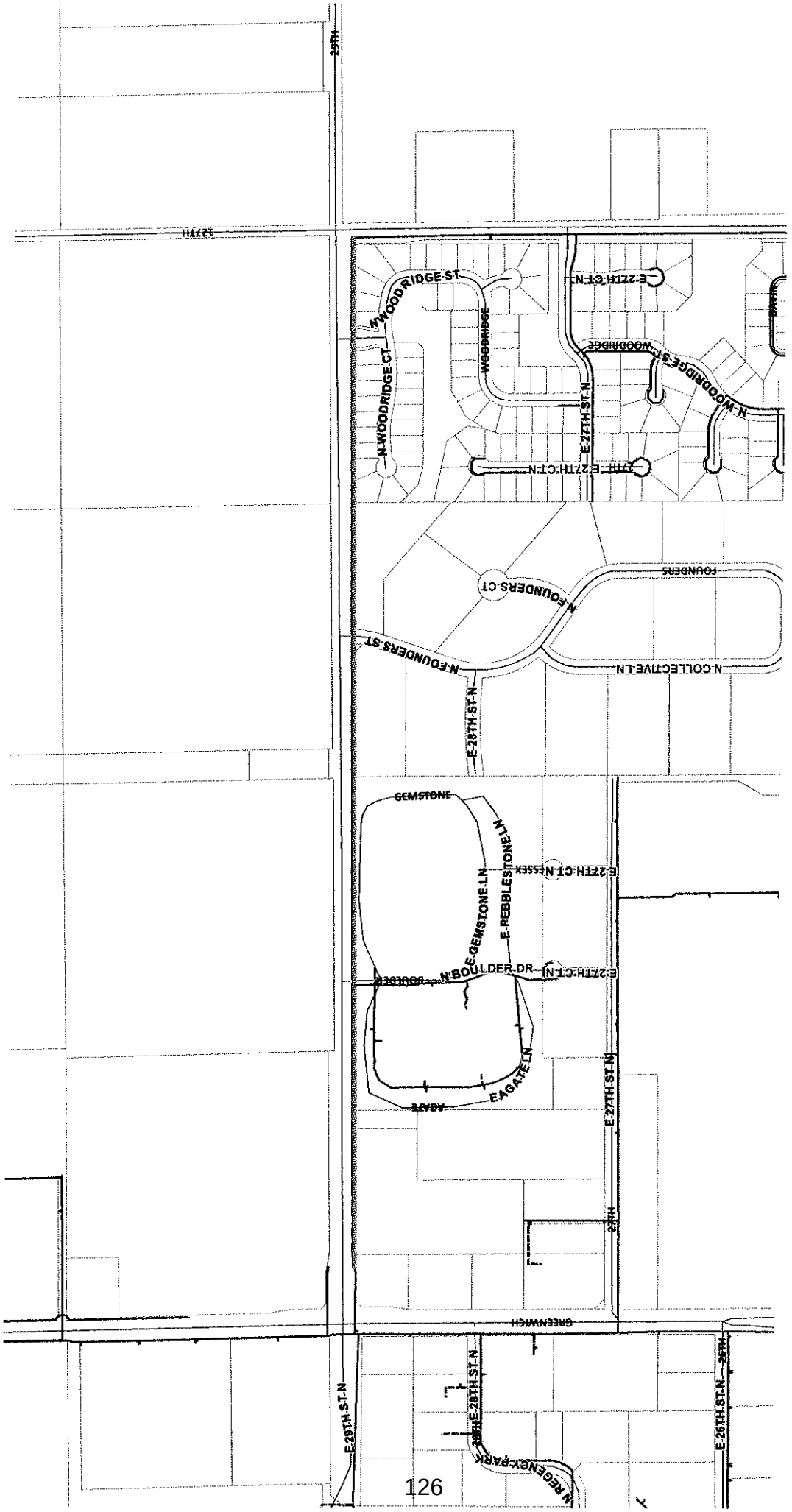
SIGNATURES REQUIRED

DIVISION HEAD: DATE:

DEPARTMENT HEAD: DATE: 10/29/15

BUDGET OFFICER: DATE: 10/29/15

CITY MANAGER: DATE: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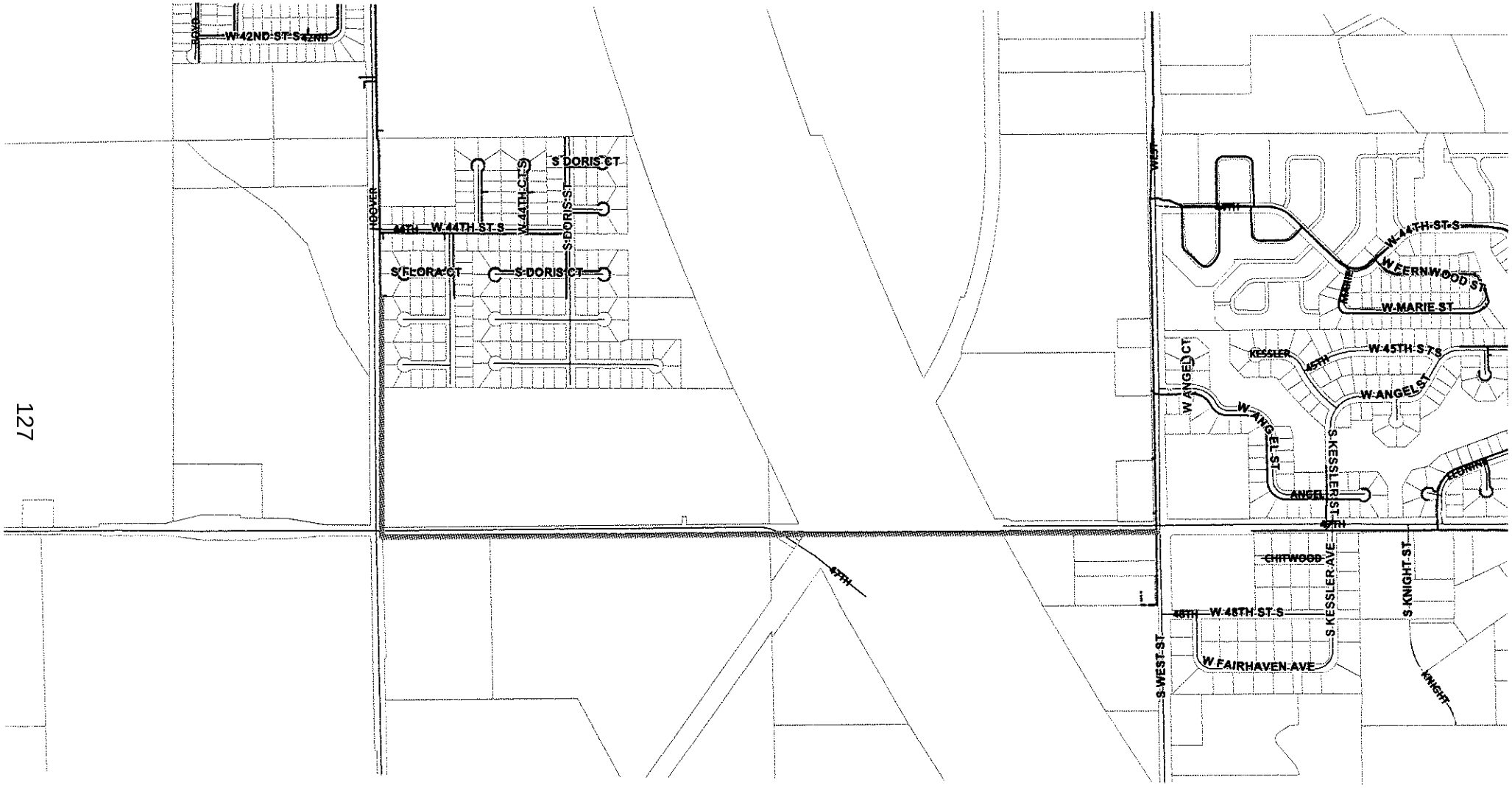
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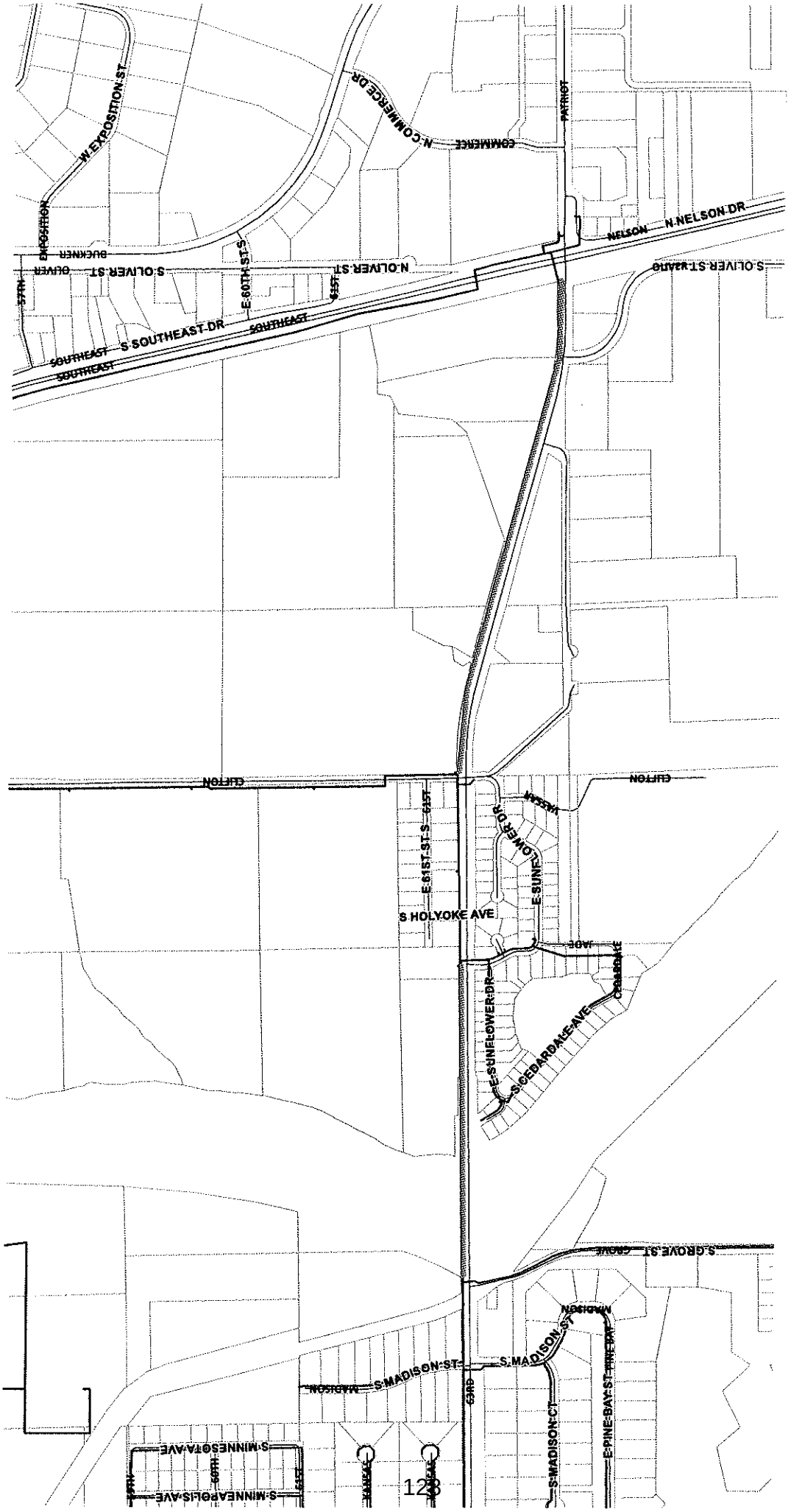
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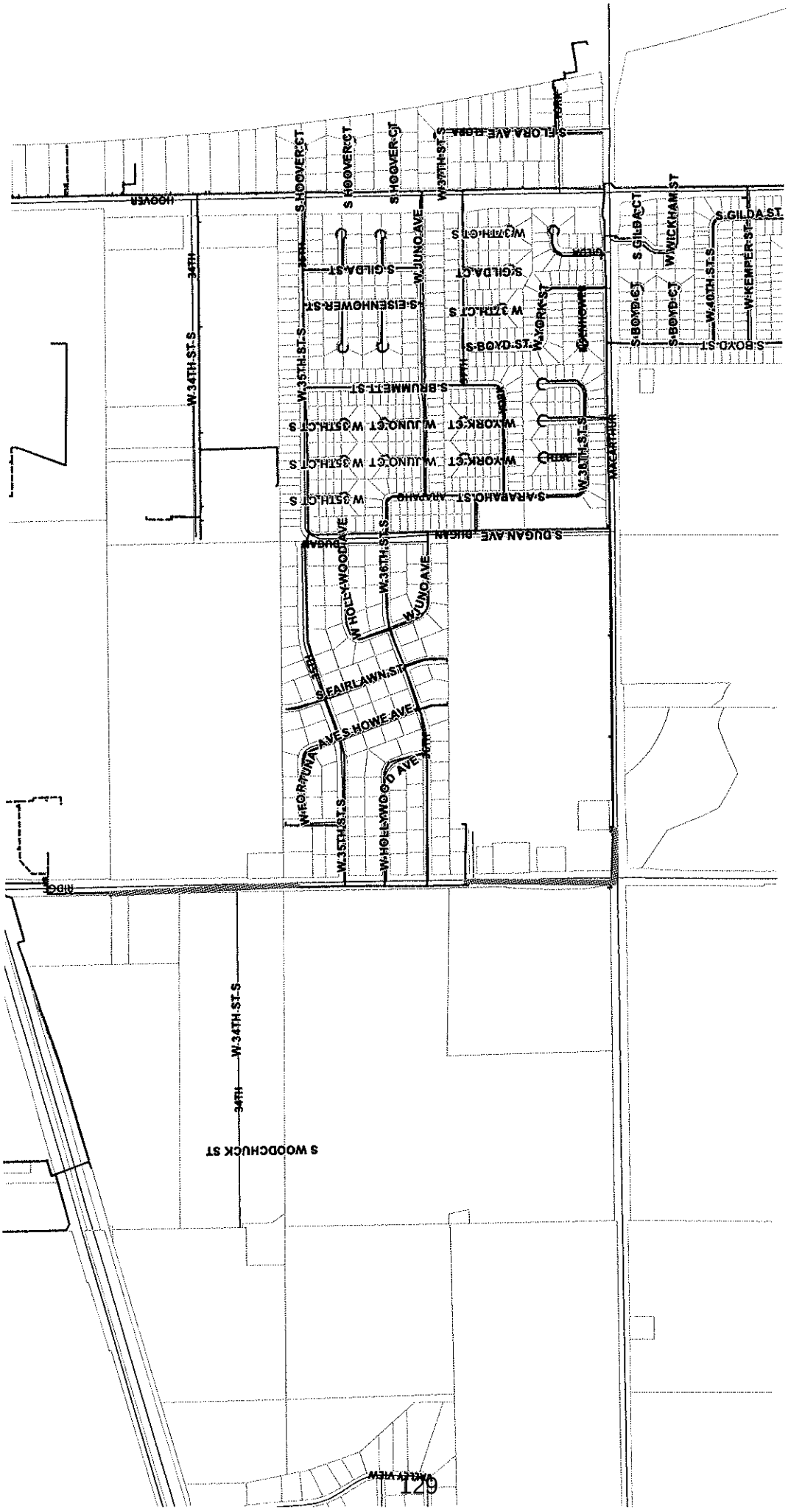
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City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: 2016 Reconstruction or Rehabilitation of Aged Sanitary Sewers (S-4) and Water Mains Replacement or Relocation (W-67) (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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

Background: The 2015-2024 Adopted Capital Improvement Program (CIP) includes funding for annual projects for replacing or rehabilitating failing water and sewer infrastructure.

Analysis: The Reconstruction or Rehabilitation of Aged Sanitary Sewers Program helps to replace or rehabilitate sewers that have failed or are found to be in critical condition as a result of unexpected and unplanned stoppages and backups, as well as decreased inflow and infiltration into the system. The Water Mains Replacement or Relocation Program decreases the number of unexpected water main breaks, brings undersized mains to current standards as a result of unplanned changes in the system, and improves fire protection. This program replaces water lines that have failed or have been determined to be in critical condition after multiple breaks and are beyond the means of City crews to repair. Both programs support the rehabilitation or replacement of infrastructure that is unforeseen, an emergency, or too small to be included as a standalone project in the CIP.

The projects are also used to fund unexpected relocation and reconstruction of existing facilities as part of CIP paving and bridge projects. Both programs reduce maintenance costs and improve customer service.

As the funding for both programs is used for unplanned, yet necessary improvements, a list of specific sewer and water mains is not available.

Financial Considerations: The approved CIP contains the following funding for 2016:

$5,400,000 for Reconstruction or Rehabilitation of Aged Sanitary Sewers (S-4)
$5,400,000 for Water Mains Replacement or Relocation (W-67)

The projects will be funded from future revenue bonds or Sewer Utility and Water Utility cash reserves. If revenue bonds are issued, an additional 8% will be added for financing and administrative costs.

Legal Considerations: The resolutions and notices of intent have been reviewed and approved as to form by the Law Department.

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

Attachments: Resolutions, budget sheets, and notices of intent.

RESOLUTION NO. 15-365

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

2016 Reconstruction or Rehabilitation of Aged Sanitary Sewer

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $5,400,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $5,832,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this

Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. **Notice**. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

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

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on November 17, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law

(Published in ***The Wichita Eagle***, on November 20, 2015.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 15-365, duly adopted November 17, 2015, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

2016 Reconstruction or Rehabilitation of Aged Sanitary Sewers

(the "Project") at an estimated cost, including related design and engineering expenses of $5,400,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $5,832,000 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on November 17, 2015.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

RESOLUTION NO. 15-366

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

2016 Water Mains Replacement or Relocation

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $5,400,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $5,832,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this

Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. **Notice**. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

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

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on November 17, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law

(Published in ***The Wichita Eagle***, on November 20, 2015.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 15-366, duly adopted November 17, 2015, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

2016 Water Mains Replacement or Relocation

(the "Project") at an estimated cost, including related design and engineering expenses of $5,400,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $5,832,000 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on November 17, 2015.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

Project Request

(•) CIP ( ) Non-CIP CIP YEAR: 2016 CIP #: W-67

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 18 Public Works & Utilities DIVISION: Distribution RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #:

FUND: 544 Water Construction

COUNCIL DISTRICT: 07 All Districts DATE COUNCIL APPROVED: Nov 17, 2015 REQUEST DATE: Nov 17, 2015

PROJECT # : PROJECT TITLE: 2016 Water Mains Replacement or Relocation

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: 2016 Water Mains Replacement or Relocation

OCA # : OCA TITLE:

PERSON COMPLETING FORM: Nicole Alvarado PHONE #: 268-4572

PROJECT MANAGER: Deb Ary PHONE #: 268-4614

(•) NEW BUDGET ( ) REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9725 Revenue Bonds	$5,400,000.00	2999 Contractuals	$5,400,000.00
	$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:	$5,400,000.00	**EXPENSE TOTAL:**	$5,400,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE:

DEPARTMENT HEAD: Gary Jarvis DATE: 10/29/15

BUDGET OFFICER: Troy Thurston DATE: 10/29/15

CITY MANAGER: DATE:

Project Request

(•) CIP ( ) Non-CIP CIP YEAR: 2016 CIP #: S-4

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 18 Public Works & Utilities DIVISION: Sewer Maintenance RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #:

FUND: 544 Water Construction

COUNCIL DISTRICT: 07 All Districts DATE COUNCIL APPROVED: Nov 17, 2015 REQUEST DATE: Nov 17, 2015

PROJECT # : PROJECT TITLE: 2016 Reconstruction or Rehabilitation of Aged Sanitary Sewer

PROJECT DETAIL # : PROJECT DETAIL DESCRIPTION: 2016 Reconstruction or Rehabilitation of Aged Sanitary Sewer

OCA # : OCA TITLE:

PERSON COMPLETING FORM: Nicole Alvarado PHONE #: 268-4572

PROJECT MANAGER: Deb Ary PHONE #: 268-4614

(•) NEW BUDGET ( ) REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9725 Revenue Bonds	$5,400,000.00	2999 Contractuals	$5,400,000.00
	$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:	$5,400,000.00	**EXPENSE TOTAL:**	$5,400,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE:

DEPARTMENT HEAD: Gary James Alvarez DATE: 10/29/15

BUDGET OFFICER: [signature] DATE: 10/29/15

CITY MANAGER: DATE:

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: Cultural/Tourism Facilities Improvements (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the project initiation and adopt the bonding resolution.

Background: The Public Works and Utilities Department is responsible for maintaining a number of City facilities. In 2013, the City amended the Cultural Arts Plan and entered into Operational Agreements that defined the responsibilities of both cultural entities that utilize City facilities and the City itself pertaining to issues such as building maintenance, capital improvements, and insurance. Under the Operational Agreements, the City is responsible for identifying capital improvement needs at these facilities and completing certain building maintenance projects.

Analysis: Public Works and Utilities staff have developed a list of proposed building repairs to seven City-owned facilities. These items include: feasibility design studies; replacement of heating, ventilation and cooling (HVAC) units; replacement of air distribution systems, plumbing fixtures, and related devices; limited structural repairs; window and door replacement; sound system replacement; roof replacement; facility site safety improvements; and replacement of electrical fixtures/devices. These improvements are expected to preserve the City's assets, mitigate future maintenance costs, and enhance the customer experience at these facilities.

Financial Considerations: The 2015-2024 Adopted Capital Improvement Program includes $1.5 million in 2015 for Cultural Facilities Improvements. The funding source is the Transient Guest Tax Fund.

Legal Considerations: The bonding resolution has been reviewed and approved as to form by the Law Department. Based on Charter Ordinance 221, Transient Guest Tax funds can be spent for maintenance of a convention or tourism facility.

Recommendation/Action: It is recommended that the City Council approve the project initiation, adopt the bonding resolution, and authorize the necessary signatures.

Attachments: Budget sheet, bonding resolution, and proposed project list.

RESOLUTION NO. 15-362

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Cultural/Tourism Facility Improvements. Including, but not limited to, Century II, Mid-American All Indian Center, Museum of World Treasures, Botanica, Wichita Art Museum, Lawrence-Dumont Stadium, and project contingency.

(That includes the targeted maintenance upgrades, facility system replacements and safety improvements at selected Cultural Facility locations within the City, collectively, the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $1,500,000 in accordance with plans and specifications therefor prepared under the direction of the Fleet and Facilities Superintendent and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

Section 2. **Project Financing**. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on November 17, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law

Proposed Cultural/Tourism Facility Improvement Projects

Century II:	
Building Condition Assessment for facility reuse/repurpose.	$125,000
Mid-American All Indian Center:	
Feasibility study to link the Keeper of the Plains entry portal with the Indian Center rear exhibits and its West entry.	$25,000
Keeper of the Plains: Trails/pathway safety improvements, signage improvements for the venue, lighting improvements for the trail as well as upgrades to more efficient lamps at the Keeper and fire pots.	$85,000
Museum of World Treasures:	
Roof replacement, boiler replacement, masonry and entry atrium repairs.	$400,000
Botanica:	
Upgrades within the primary entry and connecting vestibules (new flooring, wall coverings, ceilings and lighting. Leverage private funds)	$100,000
Wichita Art Museum:	
Design emergency generator system to allow transfer of electrical service within entire building to alleviate service outages (design and phased equip. installation).	$145,000
Install lightning protection system for building.	$80,000
Lawrence-Dumont Stadium:	
Improvements per the "fan facing" enhancements developed by staff and L-D (this is in addition to the current $400K in Facilities budget)	$300,000
Project Contingency:	$240,000
TOTAL	$1,500,000

Project Request

(•) CIP ( ) Non-CIP CIP YEAR: 2015 CIP #: 2015-2024 CIP

☐ NEIGHBORHOOD IMPROVEMENT

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

ENGINEERING REFERENCE #:

FUND: 435 Public Improvements

COUNCIL DISTRICT: 07 All Districts DATE COUNCIL APPROVED: REQUEST DATE: Oct 26, 2015

PROJECT # : 435488 PROJECT TITLE: Cultural/Tourism Facilities Improvements

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Cultural/Tourism Facilities Improvements

OCA # : 795011 OCA TITLE: Cultural Facilities Improvements

PERSON COMPLETING FORM: Megan McCall PHONE #: 268-4093

PROJECT MANAGER: Rick Stubbs PHONE #: 268-4119

(•) NEW BUDGET ( ) REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9720 G.O. Bonds	$1,500,000.00	2999 Contractuals	$1,500,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$1,500,000.00	**EXPENSE TOTAL:**	$1,500,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE: 11-22-15

DEPARTMENT HEAD: DATE:

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: Water Treatment Plant Chemical Feed System Improvements (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised budget and second phase of the project, and adopt the amending resolution.

Background: The current equipment at the Wichita Water Treatment Plant (WTP) is becoming increasingly difficult to maintain and sometimes parts are unavailable. The extra maintenance increases costs to the Water Utility in staff oversight, and in chemicals required for the systems. Due to the current equipment being past its useful life, replacement is necessary to maintain necessary reliability.

This project will replace several of the WTP's chemical feed systems and enhance the monitoring of life safety systems and leak detection throughout. On October 14, 2014, the City Council approved the first phase of the Water Treatment Plant (WTP) Chemical Feed System Improvements project.

Analysis: The first phase is currently under construction and will replace and add redundancy to critical components of the disinfection system. The second phase will improve and replace equipment and appurtenances for the lime, ferric, polymer and carbon dioxide feed systems.

Financial Considerations: The existing budget of $1,000,000, was approved by the City Council on October 14, 2014. The 2015-2024 Adopted Capital Improvement Program includes $3,500,000 in 2015 for the second phase of improvements. This brings the total budget to $4,500,000, and will be funded from future revenue bonds or Water Utility cash reserves, which will allow for payment of design, construction, and City staff administration and oversight costs. If revenue bonds are issued, an additional 8% will be added for financing and administrative costs.

Legal Considerations: The amending resolution and amending notice of intent have been reviewed and approved as to form by the Law Department.

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

Attachments: Amending resolution, budget sheet, and amending notice of intent.

RESOLUTION NO. 15-363

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 14-305 OF THE CITY OF WICHITA, KANSAS WHICH DECLARED IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body has heretofore by Resolution No. 14-305 of the City (the "Prior Resolution), found and determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Water Treatment Plant Chemical Feed System Modification

(the "Project") at an estimated cost, including related design and engineering expenses of $1,000,000; and

WHEREAS, the Prior Resolution also determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $1,080,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds") to be payable from the revenues of the Utility; and

WHEREAS, the scope of the Project has expanded to include additional service connections and it is therefore necessary to amend the Prior Resolution.

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

Section 1. **Amendment**. ***Section 1 and Section 2*** of the Prior Resolution are hereby amended to read as follows:

Section 1. **Project Authorization**. It is hereby determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Water Treatment Plant Chemical Feed Modification

(the "Amended Project") at an estimated cost, including related design and engineering expenses of **$4,500,000**. It is hereby further authorized, ordered and directed that the Amended Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The Amended Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. In order to pay all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs, it is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $4,860,000 (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Amended Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution made on or after the date which was 60 days before the date of adoption of the Prior Resolution and to reimburse additional expenditures authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

Section 2. **Notice**. Before issuing the Bonds authorized herein, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Amended Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Amended Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Amended Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Amended Project and issuance of the Bonds.

Section 3. Repeal and Ratification. In the event no sufficient protest petition is filed in accordance with the Act against the Amended Project and the Bonds as set forth in ***Section 2*** hereof, ***Sections 1 and 2*** of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed. If a protest petition is filed and/or if a required referendum does not approve the Amended Project and the Bonds, the Prior Resolution remains in full force and effect with respect to the Project and the Bonds authorized therein.

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

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on November 17, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law

(Published in ***The Wichita Eagle***, on November 20, 2015.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), adopted Resolution No. 15-363, on November 17, 2015 (the "Resolution"). The Resolution amended Resolution No.13-259 (the "Prior Resolution") which found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility (the "Project"), which is owned and operated by the City (the "Utility"), and authorized the issuance of revenue bonds in amount not to exceed $1,000,000 in order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs. The Resolution modified the scope of the Project to complete construction of the project and it therefore necessary to amend the Prior Resolution, to complete the work on

Water Treatment Plant Chemical Feed System

(the "Amended Project") at an estimated cost, including related design and engineering expenses of $4,500,000, and declared the intention to issue revenue bonds an aggregate principal amount not to exceed $4,860,000 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds") in order to finance all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs.

The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Amended Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Amended Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Amended Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on November 17, 2015.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

1) CIP#: W-050 2) OCA#: 635828

CITY OF WICHITA
DEPARTMENT OF WATER & SEWER
AUTHORIZATION OF CAPITAL EXPENDITURE

3) Capital Improvement Program Budget Name: W-050 WTP Chemical Feed Improvements
4) Asset Category#: 5) Asset Description: Main Replacement.
6) Council District(s): ALL 7) Geographical Code: ALL

TIME FACTORS:

8) Date of Request: ~~10/07/14~~ 11/17/2015
9) Estimated Period of Construction: FROM 11/1/14 TO 12/31/15

COST FACTORS:

10) Budget Availability For This Project.....$ ~~1,000,000~~ $4,500,000
11) Estimated Total Cost.....$ ~~1,000,000~~ $4,500,000
12) Funds Provided By Others.....$
13) NET COST TO DEPARTMENT (Lines 11-12).....$ ~~1,000,000~~ $4,500,000
AMOUNT (*OVER) UNDER BUDGET (Lines 10-12)..$

FAMIS PROJECT COST IDENTIFICATION

	Number	Coding Group	Coding Group Description
14)		Fund Type	Enterprise
15)	|5|4|4|	Fund	Water Construction
16)	|1|8|	Department	Water & Sewer
17)	|7|5|	Project Type	
18)	|14|	Year of Initiation	2014
19)	|0|5|0|	Project	W-050 WTP Chemical Feed Improvements

PREPARATION & APPROVAL

20) Department & Engineering Level

Prepared By _____ / /
Dp Engineer _____ 10/29/15
Dp Bud. Officer _____ / /
Director _____ / /

21) Finance & City Manager Level

Controller _____ / /
Fin. Analyst _____ 10/29/15
City Manager _____ / /
Council Action 10/07/2014

Budget: $1,000,000

Agenda Item No. II-19

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: Sidewalk Repair Assessment Program (Districts I, III, IV, V and VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinance on first reading.

Background: State law and City policy provide that sidewalk maintenance is the responsibility of abutting property owners. When sidewalk trip hazards are identified, property owners are required to repair the sidewalk as appropriate. Sidewalk repairs must be completed by a licensed contractor or the City's contractor. Property owners utilizing the City's contractor have the opportunity to spread the repair cost over a five-year period as a special assessment.

Sidewalks are condemned in all districts and listed in a logical order for the contractor to repair. The attached lists include sidewalk repairs completed in all districts.

Analysis: An ordinance has been prepared establishing authority to use special assessment funding for the repaired sidewalks.

Financial Considerations: Statements of Charges will be mailed to the property owners on November 30, 2015. Assessments paid within 30 days of the statement date are not charged interest. If unpaid, the principal and interest will be spread over a five-year period and placed on the 2016 tax roll.

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

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

Attachments: Property lists for special assessments and ordinance.

PIN #	Geo Code #	Property Address	Total Cost	District
00100095	A 00746	807 N Waco	$487.80	6
00103009	A 03517	1221 W Riverside	$963.75	6
00103020	A 03528	921 W Riverside	$299.50	6
00103021	A 03529	917 W Riverside	$749.50	6
00103022	A 03530	911 W Riverside	$121.75	6
00103026	A 03534	901 W River Blvd	$138.40	6
00103034	A 03542	1321 W River Blvd	$1,288.60	6
00103051	A 03559	801 N Spaulding	$418.75	6
00103057	A 03564	822 N Nims	$440.80	6
00103076	A 03581	834 N Nims	$30.60	6
00103077	A 03582	844 N Nims	$522.80	6
00103090	A 03590	821 N Nims	$361.60	6
00103091	A 03591	827 N Nims	$260.80	6
00103094	A 3594	865 N Nims Ave 1	$291.40	6
00103121	A 03620	861 N Carter	$541.60	6
00103130	A 03629	818 N Spaulding	$165.40	6
00103132	A 03631	836 N Spaulding	$459.00	6
00103135	A 036330001	862 N Spaulding	$134.80	6
00103136	A 03634	872 N Spaulding	$482.20	6
00103137	A 03635	902 N Spaulding	$297.25	6
00103138	A 03636	906 N Spaulding	$184.75	6
00103139	A 03637	912 N Spaulding	$409.75	6
00103143	A 03641	809 N Spaulding	$184.75	6
00103144	A 03642	811 N Spaulding	$432.25	6
00103148	A 03647	831 N Spaulding	$207.25	6
00103149	A 03648	835 N Spaulding	$160.00	6
00103150	A 03649	863 N Spaulding	$321.75	6
00103151	A 03650	867 N Spaulding	$270.25	6
00103152	A 03651	875 N Spaulding	$395.80	6
00103156	A 03654	919 N Spaulding	$277.00	6
00103159	A 03657	828 N Gilman	$18.00	6
00103160	A 03658	834 N Gilman	$239.20	6
00103161	A 03659	840 N Gilman	$161.80	6
00103162	A 03660	844 N Gilman	$337.40	6
00103163	A 03661	844 N Gilman	$399.40	6
00103164	A 03662	850 N Gilman	$475.00	6
00103165	A 03663	856 N Gilman	$446.20	6
00103166	A 03664	866 N Gilman	$178.00	6
00103168	A 03666	870 N Gilman Ave	$489.40	6
00103169	A 03667	1117 W Franklin Ave	$152.80	6
00103170	A 03668	1118 W Franklin Ave	$175.75	6
00103176	A 03674	803 N Gilman	$154.60	6
00103178	A 036750001	807 N Gilman	$152.80	6
00103181	A 03678	825 N Gilman	$366.60	6
00103182	A 03679	841 N Gilman	$138.60	6

00103183	A 03680	845 N Gilman	$197.80	6
00103184	A 03681	847 N Gilman	$291.40	6
00103185	A 03682	851 N Gilman	$240.40	6
00103188	A 03685	1207 W Franklin	$386.80	6
00103194	A 03690	808 N Buffum	$208.60	6
00103197	A 03693	816 N Buffum	$142.00	6
00103198	A 03694	818 N Buffum	$215.80	6
00103199	A 03695	820 N Buffum	$133.00	6
00103200	A 03696	824 N Buffum	$214.00	6
00103202	A 03698	856 N Buffum	$217.60	6
00103203	A 03699	864 N Buffum Ave	$433.60	6
00103207	A 03703	1219 W Franklin	$277.00	6
00103209	A 037040001	900 N Buffum	$726.55	6
00103211	A 03706	916 N Buffum	$292.75	6
00103212	A 03707	920 N Buffum Ave	$313.00	6
00103217	A 03712	815 N Buffum Ave	$160.00	6
00103225	A 03720	1307 W Franklin	$297.25	6
00103229	A 03724	933 N Buffum	$398.50	6
00103237	A 03731	804 N Faulkner	$142.00	6
00103240	A 03734	822 N Faulkner	$143.80	6
00103241	A 03735	824 N Faulkner	$383.20	6
00103242	A 03736	830 N Faulkner	$154.60	6
00103243	A 03737	832 N Faulkner	$18.00	6
00103244	A 03738	850 N Faulkner	$149.20	6
00103246	A 03739	924 N Faulkner Ave	$149.20	6
00103247	A 03740	928 N Faulkner	$486.80	6
00103250	A 03743	948 N Faulkner	$230.20	6
00103251	A 03744	950 N Faulkner	$440.00	6
00103252	A 03745	952 N Faulkner	$201.40	6
00103255	A 03748	807 N Faulkner	$210.40	6
00103257	A 03750	811 N Faulkner	$124.00	6
00103258	A 03751	815 N Faulkner	$22.00	6
00103262	A 03754	901 N Faulkner	$215.80	6
00103264	A 03756	911 N Faulkner	$426.40	6
00103269	A 03760	953 N Faulkner	$439.00	6
00103289	A 03780	916 N Litchfield	$187.00	6
00103291	A 03782	924 N Litchfield	$142.00	6
00103299	A 03790	1002 N Litchfield	$1,003.30	6
00103301	A 03792	1010 N Litchfield Ave	$733.75	6
00103314	A 03805	901 N Litchfield Ave	$291.40	6
00103315	A 03806	907 N Litchfield Ave	$142.00	6
00103316	A 03807	915 N Litchfield Ave	$149.20	6
00103318	A 03809	921 N Litchfield Ave	$156.40	6
00103320	A 03811	927 N Litchfield Ave	$192.40	6
00103321	A 03812	931 N Litchfield Ave	$361.20	6
00103322	A 03813	935 N Litchfield Ave	$152.80	6
00103323	A 03814	937 N Litchfield Ave	$368.80	6
00103326	A 03817	1001 N Litchfield Ave	$554.20	6

00103345	A 03834	1520 W Franklin Ave	$291.40	6
00103349	A 03838	924 N Porter Ave	$340.00	6
00103350	A 03839	928 N Porter Ave	$215.80	6
00103351	A 03840	930 N Porter Ave	$214.00	6
00103353	A 03842	942 N Porter Ave	$217.80	6
00103354	A 03843	948 N Porter Ave	$447.80	6
00103356	A 03845	954 N Porter Ave	$142.00	6
00103372	A 03860	917 N Porter Ave	$307.00	6
00103373	A 03861	921 N Porter Ave	$134.80	6
00103374	A 03862	935 N Porter Ave	$588.40	6
00103375	A 03863	939 N Porter Ave	$370.80	6
00103376	A 03864	941 N Porter Ave	$295.40	6
00103377	A 03865	945 N Porter Ave	$273.40	6
00103378	A 03866	951 N Porter Ave	$510.40	6
00103379	A 03867	957 N Porter Ave	$347.20	6
00103389	A 03876	1059 N Porter Ave	$151.00	6
00103425	A 03911	1026 N Woodrow Ave	$390.00	6
00103426	A 03912	1030 N Woodrow Ave	$220.40	6
00103427	A 03913	1038 N Woodrow Ave	$359.80	6
00103430	A 03915	1048 N Woodrow Ave	$142.00	6
00103483	A 03959	1007 N Woodrow Ave	$142.00	6
00103486	A 03962	1021 N Woodrow Ave	$140.20	6
00103493	A 03969	1055 N Woodrow Ave	$287.80	6
00103552	A 04018	1002 N Coolidge Ave	$838.60	6
00103561	A 04026	1042 N Coolidge	$187.00	6
00103562	A 04027	1048 N Coolidge	$240.00	6
00103566	A 04030	1102 N Coolidge Ave	$907.00	6
00103568	A 04032	1110 N Coolidge Ave	$184.75	6
00103569	A 04033	1118 N Coolidge Ave	$182.50	6
00103572	A 04036	1132 N Coolidge Ave	$274.75	6
00103573	A 04037	1134 N Coolidge Ave	$403.00	6
00103575	A 040380001	1140 N Coolidge Ave	$184.75	6
00103576	A 04039	1144 N Coolidge Ave	$184.75	6
00103577	A 04040	1146 N Coolidge Ave	$175.75	6
00103635	A 04098	1103 N Coolidge Ave	$324.25	6
00103638	A 04100	1119 N Coolidge Ave	$288.25	6
00103640	A 04101	1141 N Coolidge Ave	$307.50	6
00103641	A 04102	1143 N Coolidge Ave	$40.50	6
00103642	A 04103	1145 N Coolidge Ave	$115.00	6
00103643	A 04104	1147 N Coolidge Ave	$241.00	6
00103692	A 04153	1018 N Perry Ave	$147.40	6
00103696	A 04156	1032 N Perry Ave	$403.00	6
00103697	A 04157	1036 N Perry Ave	$212.20	6
00103698	A 04158	1044 N Perry Ave	$156.40	6
00103699	A 04159	1048 N Perry Ave	$151.00	6
00103700	A 04160	1052 N Perry Ave	$150.00	6
00103701	A 04161	1056 N Perry Ave	$361.60	6
00103764	A 04214	1017 N Perry Ave	$241.00	6

00103767	A 04217	1031 N Perry Ave	$149.20	6
00103768	A 04218	1037 N Perry Ave	$228.40	6
00103769	A 04219	1041 N Perry Ave	$332.80	6
00103772	A 04222	1057 N Perry Ave	$208.60	6
00103835	A 04281	1020 N Amidon	$151.20	6
00103837	A 04283	1030 N Amidon	$247.00	6
00103839	A 04285	1042 N Amidon	$223.00	6
00103872	A 04315	937 N Spaulding	$115.00	6
00103873	A 04316	921 N Spaulding	$304.00	6
00103875	A 04318	940 N Spaulding	$162.25	6
00103876	A 04319	936 N Spaulding	$468.25	6
00103877	A 04320	932 N Spaulding	$40.50	6
00103882	A 04325	802 N Spaulding	$314.80	6
00104005	A 04400	1224 W Riverside Ave	$409.75	6
00105744	A 054070001	1618 W Pine	$343.60	6
00105746	A 05407002A	1624 W Pine	$253.60	6
00105748	A 05409	1615 W Murdock	$182.50	6
00105749	A 05410	753 N Porter	$295.00	6
00105757	A 05418	711 N Porter	$163.60	6
00105759	A 054190001	1602 W Pine	$298.60	6
00105762	A 05422	1519 W Murdock	$420.00	6
00105771	A 054300001	1524 W Pine	$528.20	6
00105772	A 054300001A	1518 W Pine	$161.80	6
00105785	A 0544100D1	701 N Litchfield	$158.20	6
00105789	A 05441000D	1508 W Pine	$341.80	6
00105792	A 05445	751 N Faulkner	$250.00	6
00105793	A 05446	747 N Faulkner	$268.00	6
00105795	A 05448	1423 W Murdock	$295.00	6
00105809	A 05461	1318 W Stackman Dr	$632.50	6
00105936	A 05650	505 S Broadway	$884.50	1
00105939	A 05653	555 S Broadway	$2,840.75	1
00108516	A 07975	937 N Faulkner	$309.40	6
00108519	A 07978	925 N Faulkner	$129.40	6
00108523	A 07982	853 N Faulkner	$170.35	6
00108525	A 07984	845 N Faulkner	$295.00	6
00108527	A 07986	831 N Faulkner	$171.00	6
00108528	A 07987	829 N Faulkner	$120.40	6
00108532	A 07991	906 N Faulkner	$156.40	6
00108533	A 07992	902 N Faulkner	$509.20	6
00108534	A 07993	860 N Faulkner	$435.40	6
00108535	A 07994	856 N Faulkner	$359.80	6
00108536	A 07995	854 N Faulkner	$289.60	6
00108537	A 07996	852 N Faulkner	$415.60	6
00108698	A 08127	1054 N Porter Ave	$828.25	6
00108700	A 08129	1042 N Porter Ave	$150.00	6
00108702	A 08131	1028 N Porter Ave	$142.00	6
00108703	A 08132	1026 N Porter Ave	$215.80	6
00109612	A 087780006	3027 S Broadway	$296.80	3

00109615	A 087780009	3041 S Broadway	$361.60	3
00115610	A 15419	3039 S Broadway	$214.00	3
00115791	A 15586	2150 N Woodrow	$703.60	6
00116158	A 15944	Common Areas & Facilities Of Riviera Condominium Situated On Pt Lot 1 Stackman-Gouldner Add & Pt Lots 41-43-45-47 Litchfield Stackman 2nd Add	$1,468.20	6
00117374	A 16774	2805 S Broadway (vacant parking Lot)	$637.00	3
00120304	B 01708	1458 N St Francis	$2,150.80	6
00120916	B 02258	211 N Wabash Ave 1	$134.80	1
00120917	B 02259	209 N Wabash Ave	$151.00	1
00120918	B 02260	1050 E 1st St N	$845.80	1
00120924	B 02266	231 N Wabash Ave	$544.60	1
00120925	B 02267	Parking Lot N of 231 N Wabash	$556.00	1
00120927	B 02269	245 N Wabash Ave	$326.00	1
00120957	B 02297	1100 E 1st St N	$540.00	1
00120960	B 02300	4th Vacant lot S of 240 N Wabash	$287.80	1
00120961	B 02301	3rd Vacant lot S of 240 N Wabash	$777.80	1
00120962	B 02302	2nd Vacant lot S of 240 N Wabash	$539.75	1
00120963	B 02303	1st Vacant lot S of 240 N Wabash	$837.50	1
00120964	B 02304	240 N Wabash Ave	$253.60	1
00120965	B 02305	Lot 19 Wabash Ave Mathewson's 2nd Add	$414.70	1
00120966	B 02306	Lot 21 Wabash Ave Mathewson's 2nd Add	$336.20	1
00120967	B 02307	1101 E 2nd St N	$238.00	1
00123469	B 04433	520 S Broadway	$167.00	1
00123471	B 04435	540 S Broadway	$189.00	1
00126128	B 06606	156 S Greenwood Ave	$1,433.50	1
00126178	B 06654	301 S Greenwood	$223.00	1
00126180	B 06657	315 S Greenwood	$389.50	1
00126181	B 06658	317 S Greenwood	$576.25	1
00126182	B 06659	319 S Greenwood	$191.50	1
00126183	B 06660	Parking Lot N of 333 S Greenwood	$517.75	1
00126185	B 06662	333 S Greenwood	$776.50	1
00126186	B 06663	1611 E Waterman	$286.00	1
00126187	B 06664	306 S Greenwood	$146.50	1
00126190	B 06667	318 S Greenwood	$304.00	1
00126194	B 06671	Vacant Lot S of 336 S Greenwood	$173.50	1
00127261	B 07647	1233 S Ida	$219.40	1
00127962	B 08282	1755 S Hydraulic	$601.00	1
00128054	B 08345	1811 S Hydraulic	$327.40	1
00128761	B 087840003	1958 S Laura Ave	$320.20	3
00128772	B 08790	1224 E Mount Vernon Rd	$134.80	3
00128773	B 087900001	1216 E Mount Vernon Rd	$142.00	3
00129187	B 09030001A	1723 S Hydraulic	$156.40	1
00129234	B 090500026	2862 S Broadway	$925.40	3
00129237	B 090500028	3048 S Broadway	$1,387.60	3
00132900	B 13217	3020 S Broadway	$690.80	3
00132952	B 13267	1861 S Hydraulic	$1,229.20	1

00132953	B 13268	1845 S Hydraulic Ave 301	$719.80	1
00133010	B 13316	2868 S Broadway	$234.00	3
00133692	B 13976	3002 S Broadway	$631.60	3
00150294	C 05970	601 S Chautauqua Ave	$235.60	1
00150295	C 05971	605 S Chautauqua Ave	$131.20	1
00150296	C 05972	615 S Chautauqua Ave	$250.00	1
00150297	C 05973	617 S Chautauqua Ave	$160.00	1
00150298	C 05974	619 S Chautauqua Ave	$445.60	1
00150300	C 05976	633 S Chautauqua Ave	$251.80	1
00150301	C 05977	637 S Chautauqua Ave	$251.80	1
00150302	C 05978	641 S Chautauqua Ave	$1,338.20	1
00150304	C 059790001	651 S Chautauqua Ave	$250.00	1
00150305	C 059790002	657 S Chautauqua Ave	$295.00	1
00174185	C 28840	1915 E Pawnee	$417.40	3
00181317	C 36409	1919 E Pawnee	$498.40	3
00201790	D 026870002	1313 S Elizabeth Ave	$289.60	4
00201793	D 026880001	1321 S Elizabeth Ave	$305.80	4
00201794	D 02689	1327 S Elizabeth Ave	$390.40	4
00214520	D 13339	2222/2224 W 31st St S	$790.00	4
00214521	D 13340	3163 S Everett Ave	$511.00	4
00219729	D 184290002	4400 W 13th St N	$1,307.50	6
00220106	D 18559	2205 W 31st St S	$1,750.00	4
00220107	D 18560	2201 W 31st St S	$314.20	4
00222164	D 20733	1401 N Sabin St	$253.60	6
00228685	D 27814	1406 N West Lynn Ave	$340.00	6
00228703	D 278210002	1415 West Lynn Ave	$523.60	6
00232238	D 31053000A0001	5808 W 8th St N	$1,632.40	5
00241013	D 38754	341 S Wetmore	$418.30	4
00241014	D 38755	412 S Maize Rd	$545.20	4
00246518	D 43611	9402 W Sterling Ct	$1,420.00	5
00249580	D 46600	NW corner of Maize and University	$1,147.30	4
00452490	D 50752	14822 W Lynndale	$311.20	4
00457048	B 14535	3036 S Broadway	$1,267.00	3
00470231	D 53632	111 N Maize Rd	$2,926.60	5
00477880	A 08778008A	3035 S Broadway	$232.00	3
00485779	D 54527	14101 W Remington Ln	$1,235.80	5
00485781	D 54528	14105 W Bluegrass Ct	$289.60	5
00509139	B 14944	3110 S Broadway	$485.80	3
00546119	B 066660001	314 S Greenwood	$299.50	1
00559256	A 19585	1705 W 21st St N	$250.00	6
00572807	B 066540001	307 S Greenwood	$182.50	1
00578952	A 20111	3001 S Broadway	$154.00	3
30000390	A 20344	3125 S Broadway	$989.80	3
		TOTAL	$109,300.10	

Published in the Wichita Eagle on **November 30, 2015**

ORDINANCE NO._____

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE IMPROVEMENT OF AND PROVIDING A TAX LEVY FOR THE COST OF CONSTRUCTION OF **SIDEWALKS** IN THE CITY OF WICHITA, KANSAS.

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

SECTION 1. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	**Assessment**
LOTS 85-87 & S1/2 LOT 89 WACO AVE. MUNGER'S ORIGINAL TOWN ADD.	487.80
LOTS 101-103 RIVERSIDE AVE. RIVERSIDE ADD.	963.75
LOTS 173-175 EXC S 90 FT RIVERSIDE AVE. RIVERSIDE ADD.	299.50
LOTS 177-179 EXC S 90 FT RIVERSIDE AVE. RIVERSIDE ADD.	749.50
LOTS 181-183 EXC S 45 FT & BEG NW COR LOT 185 S 139.37 FT W 10 FT S 45 FT E 20 FT N 50 FT E 15 FT N TO PT 84.37 FT N OF SW COR LOT 187 NE TO NE COR LOT 187 NW & W TO BEG RIVERSIDE AVE. RIVERSIDE ADD.	121.75
BEG 50 FT N SW COR LOT 187 N 34.37 FT NE TO NE COR LOT 187 SE ALG S LI RIVERSIDE AVE TO W LI NIMS & 139.9 FT N SE COR LOT 195 S 89.9 FT W 140 FT TO BEG RIVERSIDE AVE. RIVERSIDE ADD.	138.40
LOTS 112-114-116-118 RIVERSIDE AVE. RIVERSIDE ADD.	1288.60
LOTS 140-142-144-146 EXC N 70 FT PARK AVE. RIVERSIDE ADD.	418.75
BEG NW COR LOT 196 S 50 FT E 160 FTN 25 FT W 10 FT N 25 FT TO S LI VAC ALLEY W 150 FT TO BEG & VAC 20 FT ALLEY ADJ ON N PARK AVE. RIVERSIDE ADD.	440.80
LOTS 34-36 & 1/2 VAC ALLEY ADJ ON ENIMS AVE. RIVERSIDE ADD.	30.60
LOT 38 & LOT 40 EXC W 56 FT N 10 FT THEREOF & 1/2 VAC ALLEY ADJ NIMS AVE RIVERSIDE ADD.	522.80
LOTS 21-23 NIMS AVE. RIVERSIDE ADD.	361.60
LOTS 25-27 NIMS AVE. RIVERSIDE ADD.	260.80
LOTS 37-39 NIMS AVE. RIVERSIDE ADD.	291.40
N 16 FT LOT 45-ALL LOT 47 CARTER AVE RIVERSIDE ADD.	541.60
LOTS 16-18 SPAULDING AVE. RIVERSIDE ADD.	165.40
LOTS 24-26 SPAULDING AVE. RIVERSIDE ADD.	459.00
LOTS 36-38 SPAULDING AVE RIVERSIDE ADD.	134.80
LOTS 40-42-44-46 SPAULDING AVE. RIVERSIDE ADD.	482.20
LOTS 50-52 SPAULDING AVE. RIVERSIDE ADD.	297.25
LOTS 54-56 SPAULDING AVE RIVERSIDE ADD	184.75
LOTS 58-60 & S 10 FT LOT 62 SPAULDING AVE. RIVERSIDE ADD.	409.75
LOTS 5-7 SPAULDING AVE. RIVERSIDE ADD.	184.75
LOTS 9-11 SPAULDING AVE. RIVERSIDE ADD.	432.25

LOTS 27-29 SPAULDING AVE. RIVERSIDE ADD.	207.25
LOTS 31-33 SPAULDING AVE. RIVERSIDE ADD.	160.00
LOTS 35-37 SPAULDING AVE. RIVERSIDE ADD.	321.75
LOTS 39-41 SPAULDING AVE. RIVERSIDE ADD.	270.25
LOTS 43-45-47 SPAULDING AVE RIVERSIDE ADD	395.80
LOTS 63-65 SPAULDING AVE. RIVERSIDE ADD.	277.00
LOTS 10-12 GILMAN AVE. RIVERSIDE ADD.	18.00
LOTS 14-16 GILMAN AVE. RIVERSIDE ADD.	239.20
LOTS 18-20 GILMAN AVE. RIVERSIDE ADD.	161.80
LOTS 22-24 GILMAN AVE. RIVERSIDE ADD.	337.40
LOTS 26-28 GILMAN AVE. RIVERSIDE ADD.	399.40
LOTS 30-32 GILMAN AVE. RIVERSIDE ADD.	475.00
LOTS 34-36 GILMAN AVE. RIVERSIDE ADD.	446.20
LOTS 38-40 GILMAN AVE. RIVERSIDE ADD.	178.00
W 95 FT N 8 FT LOT 44 & W 95 FT LOTS 46-48 GILMAN AVE. RIVERSIDE ADD.	489.40
E 40 FT LOT 42 & E 40 FT S 17 FT LOT 44 & E 45 FT N 8 FT LOT 44 & E 45 FT LOTS 46-48 GILMAN AVE. RIVERSIDE ADD.	152.80
E 70 FT LOTS 50-52-54 GILMAN AVE. RIVERSIDE ADD.	175.75
LOT C & S 1/2 LOT D GILMAN AVE RIVERSIDE ADD	154.60
LOTS 3-5 GILMAN AVE. RIVERSIDE ADD.	152.80
LOTS 13-15 GILMAN AVE. RIVERSIDE ADD.	366.60
LOTS 17-19 GILMAN AVE. RIVERSIDE ADD.	138.60
LOTS 21-23 GILMAN AVE. RIVERSIDE ADD.	197.80
LOTS 25-27 GILMAN AVE. RIVERSIDE ADD.	291.40
LOTS 29-31 GILMAN AVE. RIVERSIDE ADD.	240.40
LOTS 43-45-47 GILMAN AVE. RIVERSIDE ADD.	386.80
N1/2 LOT B - ALL LOT 2 BUFFUM AVE. RIVERSIDE ADD.	208.60

SECTION 2. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOTS 12-14 BUFFUM AVE. RIVERSIDE ADD.	142.00
LOTS 16-18 BUFFUM AVE. RIVERSIDE ADD.	215.80
LOT 20 & S 1/2 LOT 22 BUFFUM AVE. RIVERSIDE ADD.	133.00
N 1/2 LOT 22 - ALL LOT 24 BUFFUM AVE. RIVERSIDE ADD.	214.00
LOTS 30-32 BUFFUM AVE. RIVERSIDE ADD.	217.60
LOTS 34-36 & S 3 1/2 FT LOT 38 BUFFUM AVE. RIVERSIDE ADD.	433.60
W 110 FT LOTS 46-48 BUFFUM AVE. RIVERSIDE ADD.	277.00
W 110.5 FT LOTS 50-52 BUFFUM AVE. RIVERSIDE ADD.	726.55
LOTS 58-60 & 1/2 VAC ALLEY ON E BUFFUM AVE. RIVERSIDE ADD.	292.75
LOTS 62-64 & 1/2 VAC ALLEY ON E BUFFUM AVE. RIVERSIDE ADD.	313.00
LOTS 13-15 BUFFUM AVE. RIVERSIDE ADD.	160.00
N 5 FT LOT 43 - ALL LOTS 45-47 BUFFUM AVE. RIVERSIDE ADD.	297.25
N 8 1/3 FT LOT 63 - ALL LOT 65 & S 8 1/3 FT LOT 67 BUFFUM AVE. RIVERSIDE ADD.	398.50
LOTS 2-4 FAULKNER AVE. RIVERSIDE ADD.	142.00
LOTS 14-16 FAULKNER AVE. RIVERSIDE ADD.	143.80
LOTS 18-20 FAULKNER AVE. RIVERSIDE ADD.	383.20
LOTS 22-24 FAULKNER AVE. RIVERSIDE ADD.	154.60
LOTS 26-28 FAULKNER AVE. RIVERSIDE ADD.	18.00
LOTS 30-32 FAULKNER AVE. RIVERSIDE ADD.	149.20
LOTS 66-68 FAULKNER AVE. RIVERSIDE ADD.	149.20

LOTS 70-72 FAULKNER AVE. RIVERSIDE ADD.	486.80
LOTS 82-84 FAULKNER AVE. RIVERSIDE ADD.	230.20
LOTS 86-88 FAULKNER AVE. RIVERSIDE ADD.	440.00
LOTS 90-92 FAULKNER AVE. RIVERSIDE ADD.	201.40
LOT 5 - ALL LOT 7 EXC N 2 FT FAULKNER AVE. RIVERSIDE ADD.	210.40
N1/2 LOT 11 - ALL LOT 13 FAULKNER AVE. RIVERSIDE ADD.	124.00
LOT 15 & S 16 FT LOT 17 FAULKNER AVE. RIVERSIDE ADD.	22.00
LOTS 49-51 & S 5 FT LOT 53 FAULKNER AVE. RIVERSIDE ADD.	215.80
LOTS 57-59 FAULKNER AVE. RIVERSIDE ADD.	426.40
LOTS 93-95 FAULKNER AVE. RIVERSIDE ADD.	439.00
LOTS 58-60 LITCHFIELD AVE. RIVERSIDE ADD.	187.00
LOTS 66-68 LITCHFIELD AVE. RIVERSIDE ADD.	142.00
LOT 98 & S 1/2 LOT 100 LITCHFIELD AVE. RIVERSIDE ADD.	1003.30
LOTS 104-106 LITCHFIELD AVE. RIVERSIDE ADD.	733.75
LOTS 49-51 LITCHFIELD AVE. RIVERSIDE ADD.	291.40
LOTS 53-55 LITCHFIELD AVE. RIVERSIDE ADD.	142.00
LOTS 57-59 LITCHFIELD AVE. RIVERSIDE ADD.	149.20
LOTS 65-67 LITCHFIELD AVE. RIVERSIDE ADD.	156.40
N 15 FT LOT 73 ALL LOT 75 LITCHFIELD AVE. RIVERSIDE ADD.	192.40
LOTS 77-79 & S 10 FT LOT 81 LITCHFIELD AVE. RIVERSIDE ADD.	361.20
N 15 FT LOT 81 ALL LOT 83 LITCHFIELD AVE. RIVERSIDE ADD.	152.80
LOTS 85-87 LITCHFIELD AVE. RIVERSIDE ADD.	368.80
ODD LOTS 97 TO 117 INCL LITCHFIELD AVE RIVERSIDE ADD EXEMPT 1715-9	554.20
W 46 FT LOTS 50-52-54-56-58 PORTER AVE. RIVERSIDE ADD.	291.40
LOT 68 & S 1/2 LOT 70 PORTER AVE. RIVERSIDE ADD.	340.00
N1/2 LOT 70 ALL LOT 72 PORTER AVE. RIVERSIDE ADD.	215.80
LOTS 74-76 PORTER AVE RIVERSIDE ADD.	214.00
LOTS 82-84 PORTER AVE. RIVERSIDE ADD.	217.80
LOTS 86-88 PORTER AVE. RIVERSIDE ADD.	447.80
LOTS 94-96 PORTER AVE RIVERSIDE ADD.	142.00

SECTION 3. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

N 12 1/2 FT OF LOT 59-ALL LOTS 61 & 63 PORTER AVE. RIVERSIDE ADD.	307.00
LOTS 65-67 PORTER AVE. RIVERSIDE ADD.	134.80
LOTS 69-71-73-75 PORTER AVE. RIVERSIDE ADD.	588.40
LOTS 77-79 PORTER AVE. RIVERSIDE ADD.	370.80
LOTS 81-83 PORTER AVE RIVERSIDE ADD.	295.40
LOTS 85-87 PORTER AVE. RIVERSIDE ADD.	273.40
LOTS 89-91 PORTER AVE. RIVERSIDE ADD.	510.40
LOTS 93-95 PORTER AVE. RIVERSIDE ADD.	347.20
LOTS 141-143 PORTER AVE. RIVERSIDE ADD.	151.00
N 1/2 LOT 116 ALL LOT 118 DORT NOW WOODROW AVE. RIVERSIDE ADD.	390.00
LOTS 120-122 DORT NOW WOODROW AVE. RIVERSIDE ADD.	220.40
LOTS 124-126 DORT NOW WOODROW AVE. RIVERSIDE ADD.	359.80
LOTS 134-136 DORT NOW WOODROW AVE. RIVERSIDE ADD.	142.00
N 10 FT LOT 101-ALL LOTS 103-105 DORT NOW WOODROW AVE. RIVERSIDE ADD.	142.00
LOT 115 & S1/2 LOT 117 DORT NOW WOODROW AVE. RIVERSIDE ADD.	140.20
LOTS 141-143 DORT NOW WOODROW AVE. RIVERSIDE ADD.	287.80

W 101 FT LOTS 98-100 COOLIDGE AVE. RIVERSIDE ADD.	838.60
LOTS 130-132 COOLIDGE AVE. RIVERSIDE ADD.	187.00
LOTS 134-136 COOLIDGE AVE. RIVERSIDE ADD.	240.00
LOTS 146-148 COOLIDGE AVE. RIVERSIDE ADD.	907.00
LOTS 154-156 COOLIDGE AVE RIVERSIDE ADD	184.75
LOTS 158-160 COOLIDGE AVE. RIVERSIDE ADD.	182.50
LOTS 170-172 COOLIDGE AVE. RIVERSIDE ADD.	274.75
LOTS 174-176 & LOT 178 EXC E 34 FT & EXC N 18 FT COOLIDGE AVE RIVERSIDE ADD	403.00
E 34 FT & N 18 FT LOT 178 & ALL LOT 180 COOLIDGE AVE. RIVERSIDE ADD.	184.75
LOTS 182-184 COOLIDGE AVE RIVERSIDE ADD.	184.75
LOT 186-188 COOLIDGE AVE. RIVERSIDE ADD.	175.75
LOTS 145-147-149-151 COOLIDGE AVE. RIVERSIDE ADD.	324.25
LOTS 161-163 & S 8 FT LOT 165 COOLIDGE AVE. RIVERSIDE ADD.	288.25
LOT 169 & S1/2 LOT 171 COOLIDGE AVE RIVERSIDE ADD.	307.50
N1/2 LOT 171 - ALL LOT 173 COOLIDGE AVE. RIVERSIDE ADD.	40.50
LOTS 175-177 & S 15 FT LOT 179 COOLIDGE AVE. RIVERSIDE ADD.	115.00
N 10 FT LOT 179 - ALL LOTS 181-183 COOLIDGE AVE. RIVERSIDE ADD.	241.00
LOTS 110-112 PERRY AVE. RIVERSIDE ADD.	147.40
LOTS 122-124 PERRY AVE. RIVERSIDE ADD.	403.00
LOTS 126-128 PERRY AVE. RIVERSIDE ADD.	212.20
LOTS 130-132 PERRY AVE. RIVERSIDE ADD.	156.40
LOTS 134-136 PERRY AVE. RIVERSIDE ADD.	151.00
LOTS 138-140 PERRY AVE. RIVERSIDE ADD.	150.00
LOTS 142-144 PERRY AVE. RIVERSIDE ADD.	361.60
LOTS 109-111 PERRY AVE. RIVERSIDE ADD.	241.00
LOTS 121-123 PERRY AVE RIVERSIDE ADD.	149.20
LOTS 125-127 PERRY AVE. RIVERSIDE ADD.	228.40
LOTS 129-131 PERRY AVE. RIVERSIDE ADD.	332.80
LOTS 141-143 PERRY AVE. RIVERSIDE ADD.	208.60
LOTS 114-116 AMIDON AVE. RIVERSIDE ADD.	151.20
LOTS 122-124 AMIDON AVE. RIVERSIDE ADD.	247.00
LOTS 130-132 AMIDON AVE RIVERSIDE ADD.	223.00
S 15 FT LOT 5-ALL LOTS 7-9 & E 1/2 VAC ALLEY SPAULDING AVE. SHIELD'S ADD.	115.00
LOTS 11-13 & N 15 FT LOT 15 & E1/2 VAC ALLEY SPAULDING AVE. SHIELD'S ADD.	304.00

SECTION 4. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOTS 2-4 SPAULDING AVE. SHIELDS ADD.	162.25
LOTS 6-8 SPAULDING AVE. SHIELD'S ADD.	468.25
LOTS 10-12 & N 10 FT LOT 14 SPAULDING AVE. SHIELD'S ADD.	40.50
LOT E SPAULDING AVE. KAUFMAN & SHIELDS REPLAT	314.80
LOTS 6-7 RIVERSIDE AVE. FLAT IRON ADD.	409.75
E 34 FT S 21 FT LOT 41 & E 70 FT LOTS 43-45-47 DORT NOW WOODROW AVE. STACKMAN'S ADD.	343.60
W 70 FT LOTS 43-45-47 DORT NOW WOODROW AVE. STACKMAN'S ADD.	253.60
W 60 FT LOTS 4-6-8 PORTER AVE. STACKMAN ADD.	182.50
E 80 FT LOTS 4-6-8 PORTER AVE. STACKMAN'S ADD.	295.00
LOTS 38-40 & W 1/2 LOTS 42-44-46-48 PORTER AVE STACKMAN'S ADD	163.60

E1/2 LOTS 42-44-46-48 PORTER AVE. STACKMAN'S ADD.	298.60
E1/2 LOTS 3-5-7-9 PORTER AVE. STACKMAN'S ADD.	420.00
W 91 FT LOT 43 & W 84 FT LOTS 45-47PORTER AVE. STACKMAN'S ADD.	528.20
LOT 43 EXC W 91 FT & LOTS 45-47 EXCW 84 FT PORTER AVE. STACKMAN'S ADD.	161.80
E 95 FT S 14.5 FT LOT 44 & E 95 FT LOTS 46-48 LITCHFIELD AVE STACKMAN'S ADD.	158.20
S 14.5 FT LOT 44 EXC E 95 FT & LOTS46-48 EXC E 95 FT LITCHFIELD AVE. STACKMAN'S ADD.	341.80
E 75 FT LOTS 4-6 & E 75 FT N 20 FT LOT 8 FAULKNER AVE. STACKMAN'S 2ND. ADD.	250.00
S 5 FT LOT 8-ALL LOTS 10-12 & 1/2 VAC ALLEY ON W FAULKNER AVE. STACKMAN'S 2ND. ADD.	268.00
E 1/2 LOTS 3-5-7-9 & 1/2 VAC ALLEY ON E LITCHFIELD AVE. STACKMAN'S 2ND. ADD.	295.00
W 160 FT BLOCK A STACKMAN'S REPLAT	632.50
LOTS 95-97-99-101 LAWRENCE AVE. GREIFFENSTEIN'S 3RD. ADD.	884.50
S1/2 LOT 105-ALL LOT 107 LAWRENCE AVE. GREIFFENSTEIN'S 3RD. ADD.	2840.75
LOT 1 HOWARD L HAMMOND'S ADD.	309.40
LOT 7 HOWARD L. HAMMOND'S ADD.	129.40
LOT 15 HOWARD L. HAMMOND'S ADD.	170.35
LOT 19 HOWARD L. HAMMOND'S ADD.	295.00
LOT 23 HOWARD L. HAMMOND'S ADD.	171.00
LOT 25 HOWARD L. HAMMOND'S ADD.	120.40
LOT 8 HOWARD L. HAMMOND'S ADD.	156.40
LOT 10 HOWARD L HAMMOND'S ADD.	509.20
LOT 12 & N 10 FT LOT 14 HOWARD L. HAMMOND'S ADD.	435.40
S 30 FT LOT 14 & N 20 FT LOT 16 HOWARD L HAMMONDS ADD	359.80
S 20 FT LOT 16 & N 30 FT LOT 18 HOWARD L. HAMMOND'S ADD.	289.60
S 10 FT LOT 18 ALL LOT 20 HOWARD L. HAMMOND'S ADD.	415.60
LOTS 16-17 NOBLE'S 2ND. ADD.	828.25
LOT 18 EXC E 10 FT NOBLE'S 2ND. ADD.	150.00
LOT 20 & 1/2 VAC ALLEY ADJ ON N NOBLE'S 2ND. ADD.	142.00
LOT 21 NOBLE'S 2ND. ADD.	215.80
BEG W LI HWY 81 965.5 FT N OF S LI SE 1/4 TH W 406.67 FT N 154.97 FT E TO W LI HWY SELY TO BEG SEC 5-28-1E	296.80
BEG W LI HWY 81 & 685 FT N SE COR SE1/4 W 247.98 FT N 90.23 FT E TO HWY SE TO BEG. SEC 5-28-1E	361.60
LOT 1 BLOCK A HANCOCK ADD.	214.00
LOT 1 JOHN M WEST ADD	703.60
COMMON AREAS & FACILITIES OF RIVIERA CONDOMINIUM SITUATED ON PT LOT 1 STACKMAN-GOULDNER ADD & PT LOTS 41-43-45-47 LITCHFIELD STACKMAN 2ND. ADD.	1468.20
LOT 1 BLOCK 1 SCHOLFIELD-HATCHETT 2ND. ADD.	637.00
LOT 78 & N1/2 LOT 80 NORTH PARK ADD.	2150.80
BEG 132.8 FT N SE COR RES D N 58.6 FT W 128.8 FT S 58.6 FT E TO BEG ON WABASH AVE. MATHEWSON'S 2ND. ADD.	134.80
BEG 100 FT N SE COR RES D N 32.8 FTW 128.8 FT S 32.8 FT E TO BEG WABASH AVE. MATHEWSON'S 2ND. ADD.	151.00
BEG NW COR WABASH AVE & FIRST ST N 100 FT W 128 FT S 100 FT E 128 FT TO BEG MATHEWSON'S 2ND. ADD.	845.80
LOT 14 WABASH AVE. MATHEWSON'S 2ND. ADD.	544.60
LOT 16 WABASH AVE. MATHEWSON'S 2ND. ADD.	556.00

SECTION 5. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOT 20 EXC S 24 FT WABASH AVE. MATHEWSON'S 2ND. ADD.	326.00
LOT 3 WABASH AVE. MATHEWSON'S 2ND. ADD.	540.00
LOT 9 WABASH AVE. MATHEWSON'S 2ND. ADD.	287.80
LOT 11 WABASH AVE. MATHEWSON'S 2ND. ADD.	777.80
LOT 13 WABASH AVE. MATHEWSON'S 2ND. ADD.	539.75
LOT 15 WABASH AVE. MATHEWSON'S 2ND. ADD.	837.50
LOT 17 WABASH AVE. MATHEWSON'S 2ND. ADD.	253.60
LOT 19 WABASH AVE. MATHEWSON'S 2ND. ADD.	414.70
LOT 21 WABASH AVE. MATHEWSON'S 2ND. ADD.	336.20
LOT 23 WABASH AVE. MATHEWSON'S 2ND. ADD.	238.00
S 25 FT LOT 1 & ALL LOTS 3-5 FORDHAM'S ADD.	167.00
LOTS 7-9-11-13-15 FORDHAM'S ADD	189.00
LOTS 30-32 FANNIE AVE. HYDE'S ADD.	1433.50
LOTS 1-3 FANNIE AVE. BREWSTER'S ADDITION	223.00
LOTS 13-15 FANNIE AVE. BREWSTER'S ADD.	389.50
LOTS 17-19 FANNIE AVE BREWSTER'S ADD.	576.25
LOTS 21-23 FANNIE AVE. BREWSTER'S ADD.	191.50
LOT 25 & N 15 FT LOT 27 FANNIE AVE. BREWSTER'S ADD.	517.75
LOT 31 FANNIE AVE. BREWSTER'S ADD.	776.50
LOTS 2-4 FANNIE AVE. BREWSTER'S ADD.	286.00
LOTS 6-8 FANNIE AVE. BREWSTER'S ADD.	146.50
ALL LOTS 18-20-22 & N 5 FT LOT 24 FANNIE AVE. BREWSTER'S ADD.	304.00
S 5 FT LOT 30 - ALL LOT 32 & 8 FT STRIP S LOT 32 FANNIE AVE. BREWSTER'S ADD.	173.50
LOTS 29-31-33 IDA AVE. LINCOLN ST. ADD.	219.40
LOTS 1-3-5 & VAC 10 FT HYDRAULIC AVE ADJ ON E & OLD VAC HYDRAULIC AVE ADJ ON N STRONG'S SUB. BLK 6 SCHWEITER'S 2ND. ADD.	601.00
LOTS 83-85-87 HYDRAULIC AVE. STRONG'S ADD.	327.40
LOTS 46-48 LAURA AVE. WALTER MORRIS & SON'S 5TH. ADD.	320.20
LOTS 41-43-45-47 EXC W 50 FT PATTIE AVE WALTER MORRIS & SONS 5TH ADDITION	134.80
W 50 FT LOTS 41-43-45-47 PATTIE AVE. WALTER MORRIS & SON'S 5TH. ADD.	142.00
BEG 900.29 FT S & 30 FT W NE COR NE1/4 S 50 FT W TO E LINE OF STRONGS SUB NE TO PT W OF BEG E TO BEG SEC 33-27-1E	156.40
BEG E LI HY 81 & 1558.5 FT N OF S LI E TO ARK RIVER NW ALG RIV TO PT 1668.5 FT N OF S LI W TO HY SE TO BEG EXC .5A LEVEE CCA 48670 SEC 5-28-1E	925.40
BEG 476.5 FT N SW COR SW1/4 W 14.1 FT TO E LI HWY 81 NWLY ALG HWY 211.5 FT E 232.55 FT S 208.5 FT W 182.8 FT TO BEG. SE1/4 SEC 5 & SW1/4 SEC 4-28-1E	1387.60
LOT 1 TRIPLE T ADDITION	690.80
LOT 1 TUDOR ADD.	1229.20
LOT 2 TUDOR ADD.	719.80
LOT 1 BLOCK 1 MEYER ADDITION	234.00
LOT 1 EXC E 8 FT TRAVIS ADD.	631.60

LOTS 49-51 BLOCK 6 SUNNY-SIDE ADD.	235.60
LOTS 53-55 BLOCK 6 SUNNY-SIDE ADD.	131.20
LOTS 57-59 BLOCK 6 SUNNY-SIDE ADD.	250.00
LOTS 61-63 BLOCK 6 SUNNY-SIDE ADD.	160.00
LOTS 65-67 BLOCK 6 SUNNY-SIDE ADD.	445.60
LOTS 73-75 BLOCK 6 SUNNY-SIDE ADD.	251.80
LOTS 77-79 BLOCK 6 SUNNY-SIDE ADD.	251.80
LOTS 81-83 BLOCK 6 SUNNY-SIDE ADD.	1338.20
LOTS 89-91 BLOCK 6 SUNNY-SIDE ADD.	250.00
LOTS 93-95 BLOCK 6 SUNNY-SIDE ADD.	295.00
LOT 9 EXC BEG NW COR E 208 FT S 180 FT E 22 FT S 50 FT W 215 FT NW 50 FT N 182.97 FT TO BEG FRED P. MOSTELLER ADD.	417.40
LOT 1 MOSTELLER SECOND ADD.	498.40
LOTS 9-11 BLOCK A WHEELER'S ADD.	289.60

SECTION 6. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOTS 21-23 BLOCK A WHEELER'S ADD.	305.80
LOTS 25-27 BLOCK A WHEELER'S ADD.	390.40
LOT 11 BLOCK 8 2ND. ADD. TO SOUTHWEST VILLAGE	790.00
LOT 12 BLOCK 8 2ND ADD. TO SOUTHWEST VILLAGE	511.00
BEG 1185.8 FT W & 30 FT N SE COR SE1/4 N 50 FT W 117.35 FT SE 66 FT E TO BEG SEC 11-27-1W UTILITY ROLL	1307.50
LOT 9 EXC S 12 FT BLOCK A RIDGEVIEW 2ND. ADD.	1750.00
LOT 10 EXC S 5 FT BLOCK A RIDGEVIEW 2ND. ADD.	314.20
LOT 1 BLOCK 1 WEST LYNN 7TH ADD	253.60
LOT 10 EXC N 32.3 FT BLOCK 1 WOMERS WEST LYNN 1ST. ADD.	340.00
PHASE II COMMON AREAS & FACILITIES OF WEST LYNN COURT CONDOMINIUM BEG NW COR RES A SWLY 95 FT SELY 58 FT ELY TO PT 75 FT W OF E LI RES A N TO N LI WLY TO BEG & BEG SE COR N 110 FT W 130 FT S TO S LI E 34.98 FT S TO S LI E TO BEG. WOMER'S WEST LYNN 1ST. ADD.	523.60
THAT PART LOT 1 BEG SW COR N 168 FTW 110 FT N 152 FT SE 10.1 FT NE 42.09 FT SE 3.73 FT TO CUR TH ALG CUR 63.65 FT E 355.21 FT SE 94.75 FT S 223 FT TO S LI W 390 FT TO BEG. BLOCK 1 MILES LAKEWOOD LIVING ADD. (2.91A M-L)	1632.40
LOT 1 BLOCK A THE DELL ADD.	418.30
LOT 2 BLOCK A THE DELL ADD.	545.20
LOT 49 EXC NELY 3 FT BLOCK 3 STERLING FARMS ADD.	1420.00
RESERVE B LEXINGTON ADD.	1147.30
LOT 25 BLOCK B AUBURN HILLS 5TH ADD.	311.20
LOT 1 PURSLEY ADD.	1267.00
LOT 1 BLOCK A SECURITY STORAGE ADD.	2926.60
BEG 637.64 FT W & 917.06 FT N SE COR SE 1/4 TH E 392.32 FT N 23.78 FT E 52.58 FT TO W LI HWY 81 SE 73.02 FT W 457.14 FT TO E LI DHON ADD N 48.56 FT TO BEG SEC 5-28-1E	232.00
LOT 17 BLOCK F HIGHLAND SPRINGS 2ND ADD.	1235.80
LOT 18 BLOCK F HIGHLAND SPRINGS 2ND ADD.	289.60
LOT 1 BLOCK 1 REGAL MOTORS ADD.	485.80
LOTS 14 & 16 EXC E 25 FT FANNIE AVE BREWSTER'S ADD	299.50
LOT 4 BLOCK 1 TWIN LAKES ADD	250.00
LOTS 5-7 & N 7 FT LOT 9 FANNIE AVE BREWSTER'S ADDITION	182.50

LOT 1 BLOCK 1 SHAMROCK TIRE ADD	154.00
LOT 1 BLOCK A EASY CREDIT AUTO SALES 2ND ADDITION	989.80

SECTION 7. The costs of constructing, reconstructing, and repairing abutting sidewalks hereof have been financed out of funds provided for in the maintenance of street general improvement fund. The sums so assessed and apportioned against the several lots and parcels of land as set out in Section 1 through Section 6 hereof and not paid within thirty (30) days from the date of publication of this ordinance shall be collected by special assessment upon the property liable therefor in five installments, the first of said installments to be extended upon the tax roll for the year **2016**, and one installment for each year thereafter for the full term of five years, each special installment shall include interest at the rate not to exceed the rate allowed by law and authorized by the City of Wichita Charter Ordinance No. 88 for projects funded from the maintenance of streets general improvement fund. Special assessment installments shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes.

SECTION 8. This ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **24th** day of **November, 2015**.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

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

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Published in the Wichita Eagle on **November 27, 2015**

ORDINANCE NO. 50-111

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE IMPROVEMENT OF AND PROVIDING A TAX LEVY FOR THE COST OF CONSTRUCTION OF **SIDEWALKS** IN THE CITY OF WICHITA, KANSAS.

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

SECTION 1. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	**Assessment**
LOTS 85-87 & S1/2 LOT 89 WACO AVE. MUNGER'S ORIGINAL TOWN ADD.	487.80
LOTS 101-103 RIVERSIDE AVE. RIVERSIDE ADD.	963.75
LOTS 173-175 EXC S 90 FT RIVERSIDE AVE. RIVERSIDE ADD.	299.50
LOTS 177-179 EXC S 90 FT RIVERSIDE AVE. RIVERSIDE ADD.	749.50
LOTS 181-183 EXC S 45 FT & BEG NW COR LOT 185 S 139.37 FT W 10 FT S 45 FT E 20 FT N 50 FT E 15 FT N TO PT 84.37 FT N OF SW COR LOT 187 NE TO NE COR LOT 187 NW & W TO BEG RIVERSIDE AVE. RIVERSIDE ADD.	121.75
BEG 50 FT N SW COR LOT 187 N 34.37 FT NE TO NE COR LOT 187 SE ALG S LI RIVERSIDE AVE TO W LI NIMS & 139.9 FT N SE COR LOT 195 S 89.9 FT W 140 FT TO BEG RIVERSIDE AVE. RIVERSIDE ADD.	138.40
LOTS 112-114-116-118 RIVERSIDE AVE. RIVERSIDE ADD.	1288.60
LOTS 140-142-144-146 EXC N 70 FT PARK AVE. RIVERSIDE ADD.	418.75
BEG NW COR LOT 196 S 50 FT E 160 FTN 25 FT W 10 FT N 25 FT TO S LI VAC ALLEY W 150 FT TO BEG & VAC 20 FT ALLEY ADJ ON N PARK AVE. RIVERSIDE ADD.	440.80
LOTS 34-36 & 1/2 VAC ALLEY ADJ ON ENIMS AVE. RIVERSIDE ADD.	30.60
LOT 38 & LOT 40 EXC W 56 FT N 10 FT THEREOF & 1/2 VAC ALLEY ADJ NIMS AVE RIVERSIDE ADD.	522.80
LOTS 21-23 NIMS AVE. RIVERSIDE ADD.	361.60
LOTS 25-27 NIMS AVE. RIVERSIDE ADD.	260.80
LOTS 37-39 NIMS AVE. RIVERSIDE ADD.	291.40
N 16 FT LOT 45-ALL LOT 47 CARTER AVE RIVERSIDE ADD.	541.60
LOTS 16-18 SPAULDING AVE. RIVERSIDE ADD.	165.40
LOTS 24-26 SPAULDING AVE. RIVERSIDE ADD.	459.00
LOTS 36-38 SPAULDING AVE RIVERSIDE ADD.	134.80
LOTS 40-42-44-46 SPAULDING AVE. RIVERSIDE ADD.	482.20
LOTS 50-52 SPAULDING AVE. RIVERSIDE ADD.	297.25
LOTS 54-56 SPAULDING AVE RIVERSIDE ADD	184.75
LOTS 58-60 & S 10 FT LOT 62 SPAULDING AVE. RIVERSIDE ADD.	409.75
LOTS 5-7 SPAULDING AVE. RIVERSIDE ADD.	184.75
LOTS 9-11 SPAULDING AVE. RIVERSIDE ADD.	432.25

LOTS 27-29 SPAULDING AVE. RIVERSIDE ADD.	207.25
LOTS 31-33 SPAULDING AVE. RIVERSIDE ADD.	160.00
LOTS 35-37 SPAULDING AVE. RIVERSIDE ADD.	321.75
LOTS 39-41 SPAULDING AVE. RIVERSIDE ADD.	270.25
LOTS 43-45-47 SPAULDING AVE RIVERSIDE ADD	395.80
LOTS 63-65 SPAULDING AVE. RIVERSIDE ADD.	277.00
LOTS 10-12 GILMAN AVE. RIVERSIDE ADD.	18.00
LOTS 14-16 GILMAN AVE. RIVERSIDE ADD.	239.20
LOTS 18-20 GILMAN AVE. RIVERSIDE ADD.	161.80
LOTS 22-24 GILMAN AVE. RIVERSIDE ADD.	337.40
LOTS 26-28 GILMAN AVE. RIVERSIDE ADD.	399.40
LOTS 30-32 GILMAN AVE. RIVERSIDE ADD.	475.00
LOTS 34-36 GILMAN AVE. RIVERSIDE ADD.	446.20
LOTS 38-40 GILMAN AVE. RIVERSIDE ADD.	178.00
W 95 FT N 8 FT LOT 44 & W 95 FT LOTS 46-48 GILMAN AVE. RIVERSIDE ADD.	489.40
E 40 FT LOT 42 & E 40 FT S 17 FT LOT 44 & E 45 FT N 8 FT LOT 44 & E 45 FT LOTS 46-48 GILMAN AVE. RIVERSIDE ADD.	152.80
E 70 FT LOTS 50-52-54 GILMAN AVE. RIVERSIDE ADD.	175.75
LOT C & S 1/2 LOT D GILMAN AVE RIVERSIDE ADD	154.60
LOTS 3-5 GILMAN AVE. RIVERSIDE ADD.	152.80
LOTS 13-15 GILMAN AVE. RIVERSIDE ADD.	366.60
LOTS 17-19 GILMAN AVE. RIVERSIDE ADD.	138.60
LOTS 21-23 GILMAN AVE. RIVERSIDE ADD.	197.80
LOTS 25-27 GILMAN AVE. RIVERSIDE ADD.	291.40
LOTS 29-31 GILMAN AVE. RIVERSIDE ADD.	240.40
LOTS 43-45-47 GILMAN AVE. RIVERSIDE ADD.	386.80
N1/2 LOT B - ALL LOT 2 BUFFUM AVE. RIVERSIDE ADD.	208.60

SECTION 2. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOTS 12-14 BUFFUM AVE. RIVERSIDE ADD.	142.00
LOTS 16-18 BUFFUM AVE. RIVERSIDE ADD.	215.80
LOT 20 & S 1/2 LOT 22 BUFFUM AVE. RIVERSIDE ADD.	133.00
N 1/2 LOT 22 - ALL LOT 24 BUFFUM AVE. RIVERSIDE ADD.	214.00
LOTS 30-32 BUFFUM AVE. RIVERSIDE ADD.	217.60
LOTS 34-36 & S 3 1/2 FT LOT 38 BUFFUM AVE. RIVERSIDE ADD.	433.60
W 110 FT LOTS 46-48 BUFFUM AVE. RIVERSIDE ADD.	277.00
W 110.5 FT LOTS 50-52 BUFFUM AVE. RIVERSIDE ADD.	726.55
LOTS 58-60 & 1/2 VAC ALLEY ON E BUFFUM AVE. RIVERSIDE ADD.	292.75
LOTS 62-64 & 1/2 VAC ALLEY ON E BUFFUM AVE. RIVERSIDE ADD.	313.00
LOTS 13-15 BUFFUM AVE. RIVERSIDE ADD.	160.00
N 5 FT LOT 43 - ALL LOTS 45-47 BUFFUM AVE. RIVERSIDE ADD.	297.25
N 8 1/3 FT LOT 63 - ALL LOT 65 & S 8 1/3 FT LOT 67 BUFFUM AVE. RIVERSIDE ADD.	398.50
LOTS 2-4 FAULKNER AVE. RIVERSIDE ADD.	142.00
LOTS 14-16 FAULKNER AVE. RIVERSIDE ADD.	143.80
LOTS 18-20 FAULKNER AVE. RIVERSIDE ADD.	383.20
LOTS 22-24 FAULKNER AVE. RIVERSIDE ADD.	154.60
LOTS 26-28 FAULKNER AVE. RIVERSIDE ADD.	18.00
LOTS 30-32 FAULKNER AVE. RIVERSIDE ADD.	149.20
LOTS 66-68 FAULKNER AVE. RIVERSIDE ADD.	149.20

LOTS 70-72 FAULKNER AVE. RIVERSIDE ADD.	486.80
LOTS 82-84 FAULKNER AVE. RIVERSIDE ADD.	230.20
LOTS 86-88 FAULKNER AVE. RIVERSIDE ADD.	440.00
LOTS 90-92 FAULKNER AVE. RIVERSIDE ADD.	201.40
LOT 5 - ALL LOT 7 EXC N 2 FT FAULKNER AVE. RIVERSIDE ADD.	210.40
N1/2 LOT 11 - ALL LOT 13 FAULKNER AVE. RIVERSIDE ADD.	124.00
LOT 15 & S 16 FT LOT 17 FAULKNER AVE. RIVERSIDE ADD.	22.00
LOTS 49-51 & S 5 FT LOT 53 FAULKNER AVE. RIVERSIDE ADD.	215.80
LOTS 57-59 FAULKNER AVE. RIVERSIDE ADD.	426.40
LOTS 93-95 FAULKNER AVE. RIVERSIDE ADD.	439.00
LOTS 58-60 LITCHFIELD AVE. RIVERSIDE ADD.	187.00
LOTS 66-68 LITCHFIELD AVE. RIVERSIDE ADD.	142.00
LOT 98 & S 1/2 LOT 100 LITCHFIELD AVE. RIVERSIDE ADD.	1003.30
LOTS 104-106 LITCHFIELD AVE. RIVERSIDE ADD.	733.75
LOTS 49-51 LITCHFIELD AVE. RIVERSIDE ADD.	291.40
LOTS 53-55 LITCHFIELD AVE. RIVERSIDE ADD.	142.00
LOTS 57-59 LITCHFIELD AVE. RIVERSIDE ADD.	149.20
LOTS 65-67 LITCHFIELD AVE. RIVERSIDE ADD.	156.40
N 15 FT LOT 73 ALL LOT 75 LITCHFIELD AVE. RIVERSIDE ADD.	192.40
LOTS 77-79 & S 10 FT LOT 81 LITCHFIELD AVE. RIVERSIDE ADD.	361.20
N 15 FT LOT 81 ALL LOT 83 LITCHFIELD AVE. RIVERSIDE ADD.	152.80
LOTS 85-87 LITCHFIELD AVE. RIVERSIDE ADD.	368.80
ODD LOTS 97 TO 117 INCL LITCHFIELD AVE RIVERSIDE ADD EXEMPT 1715-9	554.20
W 46 FT LOTS 50-52-54-56-58 PORTER AVE. RIVERSIDE ADD.	291.40
LOT 68 & S 1/2 LOT 70 PORTER AVE. RIVERSIDE ADD.	340.00
N1/2 LOT 70 ALL LOT 72 PORTER AVE. RIVERSIDE ADD.	215.80
LOTS 74-76 PORTER AVE RIVERSIDE ADD.	214.00
LOTS 82-84 PORTER AVE. RIVERSIDE ADD.	217.80
LOTS 86-88 PORTER AVE. RIVERSIDE ADD.	447.80
LOTS 94-96 PORTER AVE RIVERSIDE ADD.	142.00

SECTION 3. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

N 12 1/2 FT OF LOT 59-ALL LOTS 61 & 63 PORTER AVE. RIVERSIDE ADD.	307.00
LOTS 65-67 PORTER AVE. RIVERSIDE ADD.	134.80
LOTS 69-71-73-75 PORTER AVE. RIVERSIDE ADD.	588.40
LOTS 77-79 PORTER AVE. RIVERSIDE ADD.	370.80
LOTS 81-83 PORTER AVE RIVERSIDE ADD.	295.40
LOTS 85-87 PORTER AVE. RIVERSIDE ADD.	273.40
LOTS 89-91 PORTER AVE. RIVERSIDE ADD.	510.40
LOTS 93-95 PORTER AVE. RIVERSIDE ADD.	347.20
LOTS 141-143 PORTER AVE. RIVERSIDE ADD.	151.00
N 1/2 LOT 116 ALL LOT 118 DORT NOW WOODROW AVE. RIVERSIDE ADD.	390.00
LOTS 120-122 DORT NOW WOODROW AVE. RIVERSIDE ADD.	220.40
LOTS 124-126 DORT NOW WOODROW AVE. RIVERSIDE ADD.	359.80
LOTS 134-136 DORT NOW WOODROW AVE. RIVERSIDE ADD.	142.00
N 10 FT LOT 101-ALL LOTS 103-105 DORT NOW WOODROW AVE. RIVERSIDE ADD.	142.00
LOT 115 & S1/2 LOT 117 DORT NOW WOODROW AVE. RIVERSIDE ADD.	140.20
LOTS 141-143 DORT NOW WOODROW AVE. RIVERSIDE ADD.	287.80

W 101 FT LOTS 98-100 COOLIDGE AVE. RIVERSIDE ADD.	838.60
LOTS 130-132 COOLIDGE AVE. RIVERSIDE ADD.	187.00
LOTS 134-136 COOLIDGE AVE. RIVERSIDE ADD.	240.00
LOTS 146-148 COOLIDGE AVE. RIVERSIDE ADD.	907.00
LOTS 154-156 COOLIDGE AVE RIVERSIDE ADD	184.75
LOTS 158-160 COOLIDGE AVE. RIVERSIDE ADD.	182.50
LOTS 170-172 COOLIDGE AVE. RIVERSIDE ADD.	274.75
LOTS 174-176 & LOT 178 EXC E 34 FT & EXC N 18 FT COOLIDGE AVE RIVERSIDE ADD	403.00
E 34 FT & N 18 FT LOT 178 & ALL LOT 180 COOLIDGE AVE. RIVERSIDE ADD.	184.75
LOTS 182-184 COOLIDGE AVE RIVERSIDE ADD.	184.75
LOT 186-188 COOLIDGE AVE. RIVERSIDE ADD.	175.75
LOTS 145-147-149-151 COOLIDGE AVE. RIVERSIDE ADD.	324.25
LOTS 161-163 & S 8 FT LOT 165 COOLIDGE AVE. RIVERSIDE ADD.	288.25
LOT 169 & S1/2 LOT 171 COOLIDGE AVE RIVERSIDE ADD.	307.50
N1/2 LOT 171 - ALL LOT 173 COOLIDGE AVE. RIVERSIDE ADD.	40.50
LOTS 175-177 & S 15 FT LOT 179 COOLIDGE AVE. RIVERSIDE ADD.	115.00
N 10 FT LOT 179 - ALL LOTS 181-183 COOLIDGE AVE. RIVERSIDE ADD.	241.00
LOTS 110-112 PERRY AVE. RIVERSIDE ADD.	147.40
LOTS 122-124 PERRY AVE. RIVERSIDE ADD.	403.00
LOTS 126-128 PERRY AVE. RIVERSIDE ADD.	212.20
LOTS 130-132 PERRY AVE. RIVERSIDE ADD.	156.40
LOTS 134-136 PERRY AVE. RIVERSIDE ADD.	151.00
LOTS 138-140 PERRY AVE. RIVERSIDE ADD.	150.00
LOTS 142-144 PERRY AVE. RIVERSIDE ADD.	361.60
LOTS 109-111 PERRY AVE. RIVERSIDE ADD.	241.00
LOTS 121-123 PERRY AVE RIVERSIDE ADD.	149.20
LOTS 125-127 PERRY AVE. RIVERSIDE ADD.	228.40
LOTS 129-131 PERRY AVE. RIVERSIDE ADD.	332.80
LOTS 141-143 PERRY AVE. RIVERSIDE ADD.	208.60
LOTS 114-116 AMIDON AVE. RIVERSIDE ADD.	151.20
LOTS 122-124 AMIDON AVE. RIVERSIDE ADD.	247.00
LOTS 130-132 AMIDON AVE RIVERSIDE ADD.	223.00
S 15 FT LOT 5-ALL LOTS 7-9 & E 1/2 VAC ALLEY SPAULDING AVE. SHIELD'S ADD.	115.00
LOTS 11-13 & N 15 FT LOT 15 & E1/2 VAC ALLEY SPAULDING AVE. SHIELD'S ADD.	304.00

SECTION 4. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOTS 2-4 SPAULDING AVE. SHIELDS ADD.	162.25
LOTS 6-8 SPAULDING AVE. SHIELD'S ADD.	468.25
LOTS 10-12 & N 10 FT LOT 14 SPAULDING AVE. SHIELD'S ADD.	40.50
LOT E SPAULDING AVE. KAUFMAN & SHIELDS REPLAT	314.80
LOTS 6-7 RIVERSIDE AVE. FLAT IRON ADD.	409.75
E 34 FT S 21 FT LOT 41 & E 70 FT LOTS 43-45-47 DORT NOW WOODROW AVE. STACKMAN'S ADD.	343.60
W 70 FT LOTS 43-45-47 DORT NOW WOODROW AVE. STACKMAN'S ADD.	253.60
W 60 FT LOTS 4-6-8 PORTER AVE. STACKMAN ADD.	182.50
E 80 FT LOTS 4-6-8 PORTER AVE. STACKMAN'S ADD.	295.00
LOTS 38-40 & W 1/2 LOTS 42-44-46-48 PORTER AVE STACKMAN'S ADD	163.60

E1/2 LOTS 42-44-46-48 PORTER AVE. STACKMAN'S ADD.	298.60
E1/2 LOTS 3-5-7-9 PORTER AVE. STACKMAN'S ADD.	420.00
W 91 FT LOT 43 & W 84 FT LOTS 45-47PORTER AVE. STACKMAN'S ADD.	528.20
LOT 43 EXC W 91 FT & LOTS 45-47 EXCW 84 FT PORTER AVE. STACKMAN'S ADD.	161.80
E 95 FT S 14.5 FT LOT 44 & E 95 FT LOTS 46-48 LITCHFIELD AVE STACKMAN'S ADD.	158.20
S 14.5 FT LOT 44 EXC E 95 FT & LOTS46-48 EXC E 95 FT LITCHFIELD AVE. STACKMAN'S ADD.	341.80
E 75 FT LOTS 4-6 & E 75 FT N 20 FT LOT 8 FAULKNER AVE. STACKMAN'S 2ND. ADD.	250.00
S 5 FT LOT 8-ALL LOTS 10-12 & 1/2 VAC ALLEY ON W FAULKNER AVE. STACKMAN'S 2ND. ADD.	268.00
E 1/2 LOTS 3-5-7-9 & 1/2 VAC ALLEY ON E LITCHFIELD AVE. STACKMAN'S 2ND. ADD.	295.00
W 160 FT BLOCK A STACKMAN'S REPLAT	632.50
LOTS 95-97-99-101 LAWRENCE AVE. GREIFFENSTEIN'S 3RD. ADD.	884.50
S1/2 LOT 105-ALL LOT 107 LAWRENCE AVE. GREIFFENSTEIN'S 3RD. ADD.	2840.75
LOT 1 HOWARD L HAMMOND'S ADD.	309.40
LOT 7 HOWARD L. HAMMOND'S ADD.	129.40
LOT 15 HOWARD L. HAMMOND'S ADD.	170.35
LOT 19 HOWARD L. HAMMOND'S ADD.	295.00
LOT 23 HOWARD L. HAMMOND'S ADD.	171.00
LOT 25 HOWARD L. HAMMOND'S ADD.	120.40
LOT 8 HOWARD L. HAMMOND'S ADD.	156.40
LOT 10 HOWARD L HAMMOND'S ADD.	509.20
LOT 12 & N 10 FT LOT 14 HOWARD L. HAMMOND'S ADD.	435.40
S 30 FT LOT 14 & N 20 FT LOT 16 HOWARD L HAMMONDS ADD	359.80
S 20 FT LOT 16 & N 30 FT LOT 18 HOWARD L. HAMMOND'S ADD.	289.60
S 10 FT LOT 18 ALL LOT 20 HOWARD L. HAMMOND'S ADD.	415.60
LOTS 16-17 NOBLE'S 2ND. ADD.	828.25
LOT 18 EXC E 10 FT NOBLE'S 2ND. ADD.	150.00
LOT 20 & 1/2 VAC ALLEY ADJ ON N NOBLE'S 2ND. ADD.	142.00
LOT 21 NOBLE'S 2ND. ADD.	215.80
BEG W LI HWY 81 965.5 FT N OF S LI SE 1/4 TH W 406.67 FT N 154.97 FT E TO W LI HWY SELY TO BEG SEC 5-28-1E	296.80
BEG W LI HWY 81 & 685 FT N SE COR SE1/4 W 247.98 FT N 90.23 FT E TO HWY SE TO BEG. SEC 5-28-1E	361.60
LOT 1 BLOCK A HANCOCK ADD.	214.00
LOT 1 JOHN M WEST ADD	703.60
COMMON AREAS & FACILITIES OF RIVIERA CONDOMINIUM SITUATED ON PT LOT 1 STACKMAN-GOULDNER ADD & PT LOTS 41-43-45-47 LITCHFIELD STACKMAN 2ND. ADD.	1468.20
LOT 1 BLOCK 1 SCHOLFIELD-HATCHETT 2ND. ADD.	637.00
LOT 78 & N1/2 LOT 80 NORTH PARK ADD.	2150.80
BEG 132.8 FT N SE COR RES D N 58.6 FT W 128.8 FT S 58.6 FT E TO BEG ON WABASH AVE. MATHEWSON'S 2ND. ADD.	134.80
BEG 100 FT N SE COR RES D N 32.8 FTW 128.8 FT S 32.8 FT E TO BEG WABASH AVE. MATHEWSON'S 2ND. ADD.	151.00
BEG NW COR WABASH AVE & FIRST ST N 100 FT W 128 FT S 100 FT E 128 FT TO BEG MATHEWSON'S 2ND. ADD.	845.80
LOT 14 WABASH AVE. MATHEWSON'S 2ND. ADD.	544.60
LOT 16 WABASH AVE. MATHEWSON'S 2ND. ADD.	556.00

SECTION 5. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOT 20 EXC S 24 FT WABASH AVE. MATHEWSON'S 2ND. ADD.	326.00
LOT 3 WABASH AVE. MATHEWSON'S 2ND. ADD.	540.00
LOT 9 WABASH AVE. MATHEWSON'S 2ND. ADD.	287.80
LOT 11 WABASH AVE. MATHEWSON'S 2ND. ADD.	777.80
LOT 13 WABASH AVE. MATHEWSON'S 2ND. ADD.	539.75
LOT 15 WABASH AVE. MATHEWSON'S 2ND. ADD.	837.50
LOT 17 WABASH AVE. MATHEWSON'S 2ND. ADD.	253.60
LOT 19 WABASH AVE. MATHEWSON'S 2ND. ADD.	414.70
LOT 21 WABASH AVE. MATHEWSON'S 2ND. ADD.	336.20
LOT 23 WABASH AVE. MATHEWSON'S 2ND. ADD.	238.00
S 25 FT LOT 1 & ALL LOTS 3-5 FORDHAM'S ADD.	167.00
LOTS 7-9-11-13-15 FORDHAM'S ADD	189.00
LOTS 30-32 FANNIE AVE. HYDE'S ADD.	1433.50
LOTS 1-3 FANNIE AVE. BREWSTER'S ADDITION	223.00
LOTS 13-15 FANNIE AVE. BREWSTER'S ADD.	389.50
LOTS 17-19 FANNIE AVE BREWSTER'S ADD.	576.25
LOTS 21-23 FANNIE AVE. BREWSTER'S ADD.	191.50
LOT 25 & N 15 FT LOT 27 FANNIE AVE. BREWSTER'S ADD.	517.75
LOT 31 FANNIE AVE. BREWSTER'S ADD.	776.50
LOTS 2-4 FANNIE AVE. BREWSTER'S ADD.	286.00
LOTS 6-8 FANNIE AVE. BREWSTER'S ADD.	146.50
ALL LOTS 18-20-22 & N 5 FT LOT 24 FANNIE AVE. BREWSTER'S ADD.	304.00
S 5 FT LOT 30 - ALL LOT 32 & 8 FT STRIP S LOT 32 FANNIE AVE. BREWSTER'S ADD.	173.50
LOTS 29-31-33 IDA AVE. LINCOLN ST. ADD.	219.40
LOTS 1-3-5 & VAC 10 FT HYDRAULIC AVE ADJ ON E & OLD VAC HYDRAULIC AVE ADJ ON N STRONG'S SUB. BLK 6 SCHWEITER'S 2ND. ADD.	601.00
LOTS 83-85-87 HYDRAULIC AVE. STRONG'S ADD.	327.40
LOTS 46-48 LAURA AVE. WALTER MORRIS & SON'S 5TH. ADD.	320.20
LOTS 41-43-45-47 EXC W 50 FT PATTIE AVE WALTER MORRIS & SONS 5TH ADDITION	134.80
W 50 FT LOTS 41-43-45-47 PATTIE AVE. WALTER MORRIS & SON'S 5TH. ADD.	142.00
BEG 900.29 FT S & 30 FT W NE COR NE1/4 S 50 FT W TO E LINE OF STRONGS SUB NE TO PT W OF BEG E TO BEG SEC 33-27-1E	156.40
BEG E LI HY 81 & 1558.5 FT N OF S LI E TO ARK RIVER NW ALG RIV TO PT 1668.5 FT N OF S LI W TO HY SE TO BEG EXC .5A LEVEE CCA 48670 SEC 5-28-1E	925.40
BEG 476.5 FT N SW COR SW1/4 W 14.1 FT TO E LI HWY 81 NWLY ALG HWY 211.5 FT E 232.55 FT S 208.5 FT W 182.8 FT TO BEG. SE1/4 SEC 5 & SW1/4 SEC 4-28-1E	1387.60
LOT 1 TRIPLE T ADDITION	690.80
LOT 1 TUDOR ADD.	1229.20
LOT 2 TUDOR ADD.	719.80
LOT 1 BLOCK 1 MEYER ADDITION	234.00
LOT 1 EXC E 8 FT TRAVIS ADD.	631.60

LOTS 49-51 BLOCK 6 SUNNY-SIDE ADD.	235.60
LOTS 53-55 BLOCK 6 SUNNY-SIDE ADD.	131.20
LOTS 57-59 BLOCK 6 SUNNY-SIDE ADD.	250.00
LOTS 61-63 BLOCK 6 SUNNY-SIDE ADD.	160.00
LOTS 65-67 BLOCK 6 SUNNY-SIDE ADD.	445.60
LOTS 73-75 BLOCK 6 SUNNY-SIDE ADD.	251.80
LOTS 77-79 BLOCK 6 SUNNY-SIDE ADD.	251.80
LOTS 81-83 BLOCK 6 SUNNY-SIDE ADD.	1338.20
LOTS 89-91 BLOCK 6 SUNNY-SIDE ADD.	250.00
LOTS 93-95 BLOCK 6 SUNNY-SIDE ADD.	295.00
LOT 9 EXC BEG NW COR E 208 FT S 180 FT E 22 FT S 50 FT W 215 FT NW 50 FT N 182.97 FT TO BEG FRED P. MOSTELLER ADD.	417.40
LOT 1 MOSTELLER SECOND ADD.	498.40
LOTS 9-11 BLOCK A WHEELER'S ADD.	289.60

SECTION 6. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOTS 21-23 BLOCK A WHEELER'S ADD.	305.80
LOTS 25-27 BLOCK A WHEELER'S ADD.	390.40
LOT 11 BLOCK 8 2ND. ADD. TO SOUTHWEST VILLAGE	790.00
LOT 12 BLOCK 8 2ND ADD. TO SOUTHWEST VILLAGE	511.00
BEG 1185.8 FT W & 30 FT N SE COR SE1/4 N 50 FT W 117.35 FT SE 66 FT E TO BEG SEC 11-27-1W UTILITY ROLL	1307.50
LOT 9 EXC S 12 FT BLOCK A RIDGEVIEW 2ND. ADD.	1750.00
LOT 10 EXC S 5 FT BLOCK A RIDGEVIEW 2ND. ADD.	314.20
LOT 1 BLOCK 1 WEST LYNN 7TH ADD	253.60
LOT 10 EXC N 32.3 FT BLOCK 1 WOMERS WEST LYNN 1ST. ADD.	340.00
PHASE II COMMON AREAS & FACILITIES OF WEST LYNN COURT CONDOMINIUM BEG NW COR RES A SWLY 95 FT SELY 58 FT ELY TO PT 75 FT W OF E LI RES A N TO N LI WLY TO BEG & BEG SE COR N 110 FT W 130 FT S TO S LI E 34.98 FT S TO S LI E TO BEG. WOMER'S WEST LYNN 1ST. ADD.	523.60
THAT PART LOT 1 BEG SW COR N 168 FTW 110 FT N 152 FT SE 10.1 FT NE 42.09 FT SE 3.73 FT TO CUR TH ALG CUR 63.65 FT E 355.21 FT SE 94.75 FT S 223 FT TO S LI W 390 FT TO BEG. BLOCK 1 MILES LAKEWOOD LIVING ADD. (2.91A M-L)	1632.40
LOT 1 BLOCK A THE DELL ADD.	418.30
LOT 2 BLOCK A THE DELL ADD.	545.20
LOT 49 EXC NELY 3 FT BLOCK 3 STERLING FARMS ADD.	1420.00
RESERVE B LEXINGTON ADD.	1147.30
LOT 25 BLOCK B AUBURN HILLS 5TH ADD.	311.20
LOT 1 PURSLEY ADD.	1267.00
LOT 1 BLOCK A SECURITY STORAGE ADD.	2926.60
BEG 637.64 FT W & 917.06 FT N SE COR SE 1/4 TH E 392.32 FT N 23.78 FT E 52.58 FT TO W LI HWY 81 SE 73.02 FT W 457.14 FT TO E LI DHON ADD N 48.56 FT TO BEG SEC 5-28-1E	232.00
LOT 17 BLOCK F HIGHLAND SPRINGS 2ND ADD.	1235.80
LOT 18 BLOCK F HIGHLAND SPRINGS 2ND ADD.	289.60
LOT 1 BLOCK 1 REGAL MOTORS ADD.	485.80
LOTS 14 & 16 EXC E 25 FT FANNIE AVE BREWSTER'S ADD	299.50
LOT 4 BLOCK 1 TWIN LAKES ADD	250.00
LOTS 5-7 & N 7 FT LOT 9 FANNIE AVE BREWSTER'S ADDITION	182.50

LOT 1 BLOCK 1 SHAMROCK TIRE ADD	154.00
LOT 1 BLOCK A EASY CREDIT AUTO SALES 2ND ADDITION	989.80

SECTION 7. The costs of constructing, reconstructing, and repairing abutting sidewalks hereof have been financed out of funds provided for in the maintenance of street general improvement fund. The sums so assessed and apportioned against the several lots and parcels of land as set out in Section 1 through Section 6 hereof and not paid within thirty (30) days from the date of publication of this ordinance shall be collected by special assessment upon the property liable therefor in five installments, the first of said installments to be extended upon the tax roll for the year **2016**, and one installment for each year thereafter for the full term of five years, each special installment shall include interest at the rate not to exceed the rate allowed by law and authorized by the City of Wichita Charter Ordinance No. 88 for projects funded from the maintenance of streets general improvement fund. Special assessment installments shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes.

SECTION 8. This ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **24th** day of **November, 2015**.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

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

Agenda Item No. II-20

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council Members

SUBJECT: On-Call Architectural Services (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the consultant's selection and approve the Purchasing Manager to prepare and issue the necessary contracts.

Background: Various departments, boards and agencies of the City of Wichita throughout the year require licensed architectural and engineering services to assist City staff with minor building related projects. The current on-call contracts have expired with no provision for additional renewals. Due to the volume of small projects, on-call contracts are entered into with multiple architectural firms. The firms compete for the projects with one another through the Request for Proposal (RFP) process, resulting in greater economy and efficiency.

Analysis: RFP FP540022 was mailed on May 26, 2015 to 61 firms. The Staff Screening and Selection Committee met on May 15, 2015.

The Staff Screening and Selection Committee held interviews with four firms on July 14, 2015 and July 17, 2015 and selected Schaeffer Johnson Cox Frey Architecture, GLMV Architecture and Spangenberg Phillips Tice Architecture as the highest ranked three consultants that best met the evaluation criteria for On-Call Architectural Services based on qualifications of staff, experience related to the scope of services, staff availability, references, fees quoted, and certification as a City of Wichita Emerging Business Enterprise of State of Kansas Disadvantage Business Enterprise.

Financial Considerations: Funding for these professional services will come from funds properly appropriated and approved for each project. The on-call services will be limited to $50,000 or less in fees for each separate project.

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

Recommendations/Actions: It is recommended that the City Council approve the selection of Schaeffer Johnson Cox Frey Architecture, GLMV Architecture and Spangenberg Phillips Tice Architecture as On-Call Architects, approve the Contracts and authorize the necessary signatures.

Attachments: Contracts.

CONTRACT
for
ON CALL ARCHITECTURAL SERVICES

BLANKET PURCHASE ORDER NUMBER BP540072

THIS CONTRACT entered into this 17th day of November, 2015 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **GLMV ARCHITECTURE, INC.** (Vendor Code Number 807165-001) whose principal office is at 1525 E. Douglas, Wichita, Wichita, Kansas 67211, Telephone Number (316) 265-5646, hereinafter called **"VENDOR"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited a proposal for **On Call Architectural Services** (Formal Proposal – FP540022) [Commodity Code Number 90607]; and

WHEREAS, VENDOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY.**

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP540022 [Commodity Code Number 90607], which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP540022, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation. CITY** agrees to pay **VENDOR** for **On Call Architectural Services** for Formal Proposal – FP540022 [Commodity Code Number 90607] for the Public Works & Utilities Department / Fleet & Facilities Division as **per Exhibit B** as compensation per **VENDOR'S** proposal of May 26, 2015 and as approved by the City Council on November 17, 2015.

Hourly Rates: The hourly rates shall not exceed the rates indicated in attached Exhibit B, submitted by VENDOR in Formal Proposal FP540022 as Hourly Fee Schedules. Project fees shall not exceed $50,000 for each project with a total not to exceed $250,000.00 per year.

An estimate of proposed hours and rates required for performance of the work will be submitted to and negotiated with City of Wichita staff. A work order with written approval of City of Wichita staff shall be issued in order for the VENDOR to proceed.

Reimbursable expenses markup as per proposal

3. **Term.** The term of this contract shall be from **November 17, 2015 through October 31, 2016,** with options to renew the contract under the same terms and conditions for two (2) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

4. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract.

5. **Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws. VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination. VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in 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.

10. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract was created in Kansas.

12. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

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

ATTEST:

Janis Edwards
Deputy City Clerk

THE CITY OF WICHITA

Jeff Longwell
Mayor

APPROVED AS TO FORM:

Jennifer Magana
City Attorney & Director of Law

GLMV ARCHITECTURE, INC.

Signature

JEFFREY W. WELFORD
Print Signature Name

VICE PRESIDENT
Title (*President or Corporate Officer*)

EXHIBIT A

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

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

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

3. ENGINEERING FIRM INFORMATION

GLMV provides engineering services through well-established relationships with qualified engineering consultants. For this project, GLMV has selected both MKEC Engineering (MKEC) and Professional Engineering Consultants (PEC) for mechanical, electrical, plumbing, and civil engineering. Dudley Williams and Associates (DWA) will provide structural engineering. All firms are licensed to practice in Kansas, and have offices in Wichita.

CONSULTANTS

Professional Engineering Consultants
303 S. Topeka
Wichita, Kansas 67202
(316) 262-2691
Contact: Christopher Wapelhorst

MKEC Engineering
411 N. Webb Road
Wichita, KS 67206
(316) 684-9600
Contact: Matt Smith

Dudley Williams and Associates
230 Laura, Suite 200
Wichita, Kansas 67211
(316) 263-7591
Contact: Mark McAfee

4. HOURLY FEE SCHEDULE

The following table includes hourly fees for all proposed team members in their respective disciplines:

	Year 1 Fee/Hour	Year 2 Fee/Hour	Year 3 Fee/Hour
Jeffrey W. Weiford, AIA, LEED AP BD+C | Executive Oversight	$153	$162	$162
Stacy Christie, AIA | Project Architect	$92	$98	$98
Vanessa Huiras, AIA, LEED AP BD+C | Architect	$82	$87	$87
Catie Shaffer, NCIDQ, IIDQ, LEED AP ID+C | Interior Designer	$77	$82	$82
Kurt Huiras, RLA, ASLA | Site Planner/Landscape Architect	$82	$87	$87
Sky Hounschell, MPM, CPE, CEP | Cost Estimator	$115	$122	$122
Robert J. Smith | Building Inspections and Analysis	$115	$122	$122
Matt Smith, PE | Electrical/Mechanical Engineer	$139	$149	$149
Scott Evans, IE | Civil Engineering	$129	$139	$139
Christopher W. Wapelhorst, PE, LEED AP | Mechanical Engineering	$130	$135	$135
"Steve" Hoang Vo, PE | Electrical Engineer	$115	$120	$120
Matthew E. Billingslea, PE | Civil Engineer	$145	$150	$150
Mark McAfee | Structural Engineer	$90	$95	$95

A five percent (5%) markup will be charged on reimbursable expenses including reproduction costs for architecture and each engineering discipline, to be held constant through the one-year contract and through each of the two optional one-year contract extensions.

5. COMPLIANCE STATEMENT

GLMV affirms willingness to comply with requirements set forth in the Non-discrimination and Equal Employment Opportunity Statements and/or any other Federal or State requirements.

6. INSURANCE STATEMENT

GLMV confirms its ability to comply with insurance requirements as set forth by the State of Kansas and the City of Wichita.

CONTRACT
for
ON CALL ARCHITECTURAL SERVICES

BLANKET PURCHASE ORDER NUMBER BP540071

THIS CONTRACT entered into this 17th day of November, 2015 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called **"CITY"**, and **SCHAEFER JOHNSON COX FREY & ASSOCIATES PA** (Vendor Code Number 807122-001) whose principal office is at Emprise Center, 257 N. Broadway, Wichita, Wichita, Kansas 67202-2317, Telephone Number (316) 684-0171, hereinafter called **"VENDOR"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited a proposal for **On Call Architectural Services** (Formal Proposal – FP540022) [Commodity Code Number 90607]; and

WHEREAS, VENDOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY.**

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP540022 [Commodity Code Number 90607], which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP540022, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation. CITY** agrees to pay **VENDOR** for **On Call Architectural Services** for Formal Proposal – FP540022 [Commodity Code Number 90607] for the Public Works & Utilities Department / Fleet & Facilities Division as **per Exhibit B** as compensation per **VENDOR'S** proposal of May 26, 2015 and as approved by the City Council on November 17, 2015.

Hourly Rates: The hourly rates shall not exceed the rates indicated in attached Exhibit B, submitted by VENDOR in Formal Proposal FP540022 as Hourly Fee Schedules. Project fees shall not exceed $50,000 for each project with a total not to exceed $250,000.00 per year.

An estimate of proposed hours and rates required for performance of the work will be submitted to and negotiated with City of Wichita staff. A work order with written approval of City of Wichita staff shall be issued in order for the VENDOR to proceed.

Reimbursable expenses markup as per proposal

3. **Term.** The term of this contract shall be from **November 17, 2015 through October 31, 2016,** with options to renew the contract under the same terms and conditions for two (2) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

4. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract.

5. **Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws. VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination. VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in 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.

10. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract was created in Kansas.

12. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

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

ATTEST:

Janis Edwards
Deputy City Clerk

THE CITY OF WICHITA

Jeff Longwell
Mayor

APPROVED AS TO FORM:

Jennifer Magana
City Attorney & Director of Law

SCHAEFER JOHNSON COX FREY & ASSOCIATES PA

Signature

JOSEPH X. JOHNSON
Print Signature Name

PRESIDENT
Title (*President or Corporate Officer*)

EXHIBIT A

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

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

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

EXHIBIT B

4. An hourly fee schedule for architectural and each engineering discipline to be held constant throughout the one-year contract and throughout up to two optional one-year contract extensions. In addition, provide any markup that will be charged on reimbursable expenses including reproduction costs for architectural and each engineering discipline to be held constant throughout the one-year contract and throughout each of the two optional one-year contract extensions.

SCHAEFER JOHNSON COX FREY ARCHITECTURE

Principal	$ 120.00 per hour
Project Manager/Designer	$ 110.00 per hour
Project Architect	$ 90.00 per hour
Programmers	$ 90.00 per hour
Interior Designer	$ 75.00 per hour
Architectural Intern	$ 70.00 per hour
Clerical	$ 50.00 per hour

MEi (MECHANICAL ENGINEER)

Design Principal	$ 120.00 per hour
Design Technician	$ 75.00 per hour
Clerical	$ 50.00 per hour

ENGINUITY (ELECTRICAL/PLUMBING ENGINEER)

Principal Engineer	$ 120.00 per hour
Project Engineer	$ 90.00 per hour
Design Tech	$ 70.00 per hour
Drafting	$ 65.00 per hour
Clerical	$ 50.00 per hour

DUDLEY WILLIAMS (STRUCTURAL ENGINEER)

Principal Engineer	$ 120.00 per hour
Senior Structural Engineer	$ 100.00 per hour
Structural Engineer	$ 90.00 per hour
Intern Engineer	$ 65.00 per hour
Drafting Technician	$ 60.00 per hour
Clerical	$ 50.00 per hour

MKEC (CIVIL ENGINEER)

Principal Engineer	$ 120.00 per hour
Draft Person	$ 65.00 per hour
Clerical	$ 50.00 per hour

CONTRACT
for
ON CALL ARCHITECTURAL SERVICES

BLANKET PURCHASE ORDER NUMBER BP540070

THIS CONTRACT entered into this 17th day November, 2015 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **SPANGENBERG PHILLIPS TICE, LLC DBA SPANGENBERG PHILLIPS TICE ARCHITECTURE** (Vendor Code Number 823930-001) whose principal office is at 121 N. Mead, Suite 201, Wichita, Kansas 67202, Telephone Number (316) 267-4002, hereinafter called **"VENDOR"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited a proposal for **On Call Architectural Services** (Formal Proposal – FP540022) [Commodity Code Number 90607]; and

WHEREAS, VENDOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY.**

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP540022 [Commodity Code Number 90607], which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP540022, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation. CITY** agrees to pay **VENDOR** for **On Call Architectural Services** for Formal Proposal – FP540022 [Commodity Code Number 90607] for the Public Works & Utilities Department / Fleet & Facilities Division as **per Exhibit B** as compensation per **VENDOR'S** proposal of May 26, 2015 and as approved by the City Council on November 17, 2015.

Hourly Rates: The hourly rates shall not exceed the rates indicated in attached Exhibit B, submitted by VENDOR in Formal Proposal FP540022 as Hourly Fee Schedules. Project fees shall not exceed $50,000 for each project with a total not to exceed $250,000.00 per year.

An estimate of proposed hours and rates required for performance of the work will be submitted to and negotiated with City of Wichita staff. A work order with written approval of City of Wichita staff shall be issued in order for the VENDOR to proceed.

Reimbursable expenses markup as per proposal

3. **Term.** The term of this contract shall be from **November 17, 2015 through October 31, 2016,** with options to renew the contract under the same terms and conditions for two (2) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

4. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract.

5. **Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws. VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination. VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in 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.

10. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract was created in Kansas.

12. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

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

ATTEST:

Janis Edwards
Deputy City Clerk

THE CITY OF WICHITA

Jeff Longwell
Mayor

APPROVED AS TO FORM:

Jennifer Magana
City Attorney & Director of Law

SPANGENBERG PHILLIPS TICE, LLC DBA SPANGENBERG PHILLIPS TICE ARCHITECTURE

Signature

BRAD TEETER
Print Signature Name

PARTNER
Title (*President or Corporate Officer*)

EXHIBIT A

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

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

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

4) **Hourly Fee Schedules:**

SPANGENBERG PHILLIPS TICE ARCHITECTURE

Brad Teeter	**Partner/Architect**	**$115 / hour**
Gina Loomis	**Partner/Interior Design**	**$108 / hour**
Dave Wells	**Landscape Design**	**$110 / hour**
Eric Wittman	**Architect**	**$85 / hour**
	Clerical	**$60 / hour**

Markup for reimbursable expenses including reproduction costs for architectural and any engineering and/or consulting fees will be billed at 1.1 times cost in addition to the above architectural hourly fee.

PROFESSIONAL ENGINEERING CONSULTANTS

Matthew Billingslea	**Civil Engineer**	**$120 / hour**
Clay Cline	**Structural Engineer**	**$120 / hour**
Brandon Claassen	**Mechanical Engineer**	**$130 / hour**
Brandon Claassen	**Plumbing Engineer**	**$130 / hour**
Nicholas Moore	**Electrical Engineer**	**$130 / hour**

Reimbursables:

Outside Consultants	Cost plus 10%
Reproduction & Photography	Cost plus 10%
Equipment Rental	Cost plus 10%
Material	Cost plus 10%
Vehicle Mileage	$0.57/Mile
ATV	$20.00/Hour
GPS	$50.00/Hour
3D Laser Scanner	$150.00/Hour
Car Rental and Fuel	Cost
Per Diem	$35.00/Day
Telephone (Long Distance)	No Charge
Postage (Regular Mail)	No Charge
Deliveries and Overnight Mail	Cost plus 10%
Travel, Hotel, Meals, and Subsistence	Cost
Filing Fees	Cost

Second Reading Ordinances for November 17, 2015 (first read on November 10th, 2015)

A. <u>DER2015-00001 Community Investment Plan 2015-2035</u>.

ORDINANCE NO. 50-104

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

B. <u>Public Hearing and Tax Exemption Request, B & B Airparts, Inc</u>.

ORDINANCE NO. 50-105

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

C. <u>Ordinance Repealing Section 12.04.080 of the Code of the City of Wichita Relating to Trains.</u>

ORDINANCE NO. 50-106

AN ORDINANCE REPEALING THE ORIGINAL OF SECTION 12.04.080 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO TRAINS.

Agenda Item No. II-22

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

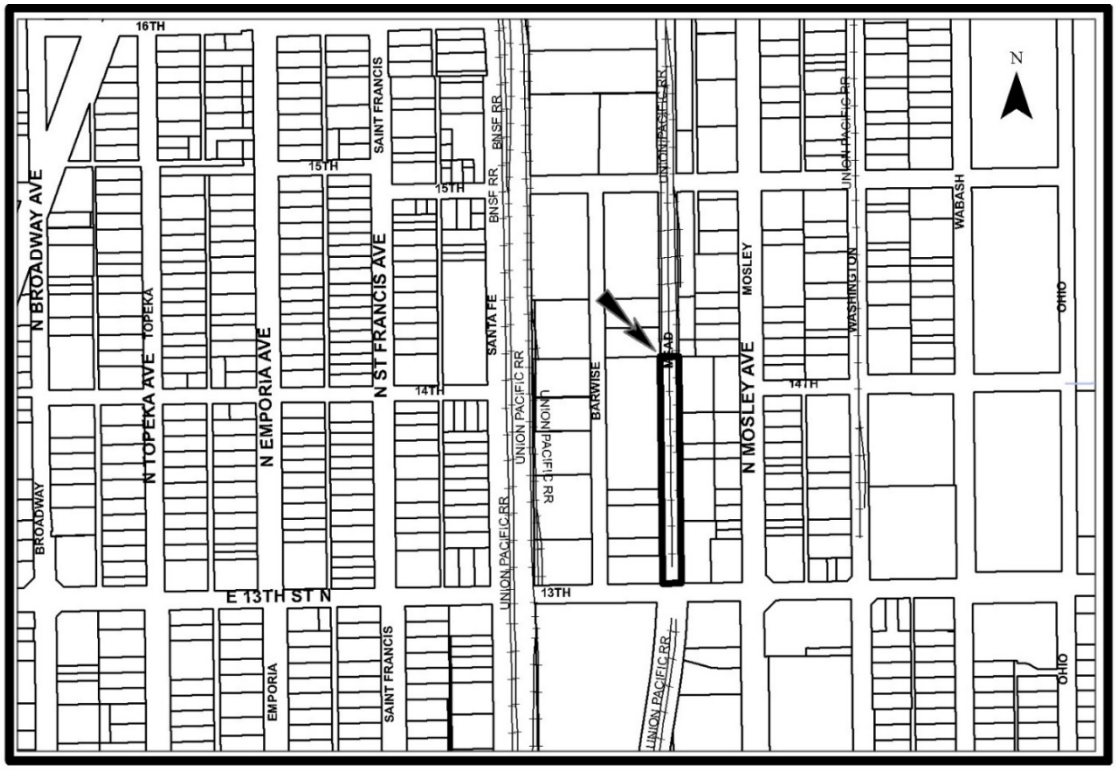
SUBJECT: VAC2015-00014 - Request to Vacate a Portion of Platted Public Street Right-of-Way on Property Generally Located Between Barwise and Mosley Avenues and North of 13th Street North (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

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



Background: The applicant proposes to vacate the south approximately 730 feet of the 60-foot wide, two-lane Mead Avenue public street right-of-way, located between 13th Street North (south end) and the south sides of Lot 2, Glaze Addition and Reserve A, Glaze and Jocelyn's Second Addition (north end). This portion of Mead Avenue is a sand and gravel road with a private railroad spur (track) located in the right-of-way. This portion of Mead Avenue connects 13th Street North to 15th Street North. 13th Street North is a paved, four-lane arterial. 15th Street North is a paved two-lane local street that dead-ends as a hammerhead against railroad tracks and the elevated railroad tracks located two-blocks west of its intersection with Mead Avenue. The applicant owns all of the abutting properties. The proposed vacation does not deny access to public streets for any abutting or adjacent properties. There are no utilities located in the described right-of-way. This portion of Mead Avenue was referenced as Glaze Avenue on the Parmenters 2nd Addition (recorded December 10, 1886), but referred to as Mead Avenue on the Mills Second Addition (recorded March 3, 1911).

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

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

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order, a dedication of an access easement for emergency ingress and egress by separate instrument and a restrictive covenant. The original Vacation Order, the dedication of an access easement for emergency ingress and egress by separate instrument and the restrictive covenant will be recorded with the Register of Deeds.

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

Attachments:

- Vacation Order
- Dedication of an access easement for emergency ingress and egress by separate instrument
- Restrictive covenant

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

IN THE MATTER OF THE VACATION OF A PORTION OF PLATTED PUBLIC STREET RIGHT-OF-WAY	)	
GENERALLY LOCATED BETWEEN BARWISE & MOSLEY AVENUES & NORTH OF 13TH STREET NORTH	)	**VAC2015-00014**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 17th day of November, 2015, comes on for hearing the petition for vacation filed by Cargill Incorporated, c/o Jim Reiff, Vice President West Region Oilseed GM (owner), praying for the vacation of the following described portion of platted public street right-of-way, to-wit:

That part of Mead Ave., (originally dedicated as Glaze Ave. in Glaze's Addition to Wichita, Sedgwick County, Kansas), lying north of and abutting the north right-of-way line of 13th Street North and lying south of and abutting the following described line: Beginning at the southeast corner of Lot 2 in said Glaze's Addition; thence easterly, 60.00 feet to the southwest corner of Reserve A in Glaze and Jocelyn's 2d Addition to the City of Wichita, Sedgwick County, Kansas, and for a point of termination.

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on April 16, 2015, which was at least 20 days prior to the public hearing.

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

3. A dedication of access easement for emergency ingress and egrees & a restrictive covenant will be recorded with this Vacation Oder at the Sedgwick County Register of Deeds.

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

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

6. The vacation of the described portion of platted public street right-of-way, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 17th day of November, 2015, ordered that the above-described portion of platted public street right-of-way is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law

COPY

ACCESS EASEMENT FOR
EMERGENCY INGRESS AND EGRESS

THIS ACCESS EASEMENT FOR EMERGENCY INGRESS AND EGRESS made to be effective as of October 13, 2015, by and between Cargill, Incorporated, a Delaware Corporation, 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 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 emergency vehicle ingress and egress, over and along the following described real estate situated in Sedgwick County, Kansas (depicted in gray on attached Exhibit A, which is incorporated by reference herein); to wit:

> That part of Mead Ave., (originally dedicated as Glaze Ave. in Glaze's Addition to Wichita, Sedgwick County, Kansas), lying north of and abutting the north right-of-way line of 13th Street North and lying south of and abutting the following described line: Beginning at the southeast corner of Lot 2 in said Glaze's Addition; thence easterly, 60.00 feet to the southwest corner of Reserve A in Glaze and Jocelyn's 2d Addition to the City of Wichita, Sedgwick County, Kansas, and for a point of termination.

Party of the first part agrees to install emergency access gates at the north and south ends of the above described portion of Mead Ave. The gates will be at least 20 feet wide and will meet second party's requirements for a gated emergency access.

This emergency access is granted to allow access for any emergency responders to respond to any emergency on the property described on attached Exhibit B, which is incorporated by reference herein.

This easement shall be binding on the owners, 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 tract located in Wichita, Sedgwick County, Kansas.

Cargill, Incorporated

By: _____
Jim Reiff,
VP West Region Oilseed Crush GM

STATE OF Minnesota)
COUNTY OF Hennepin) SS:

BE IT REMEMBERED, that on this 13 day of October, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jim Reiff, as VP West Region Oilseed Crush GM of Cargill, Incorporated, a Delaware Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said corporation.

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

Lynn A Martin
Notary Public

My Appointment Expires:

January 31 2017

LYNN ANN MARTIN
Notary Public - Notarial Seal
My Commission Expires
January 31, 2017

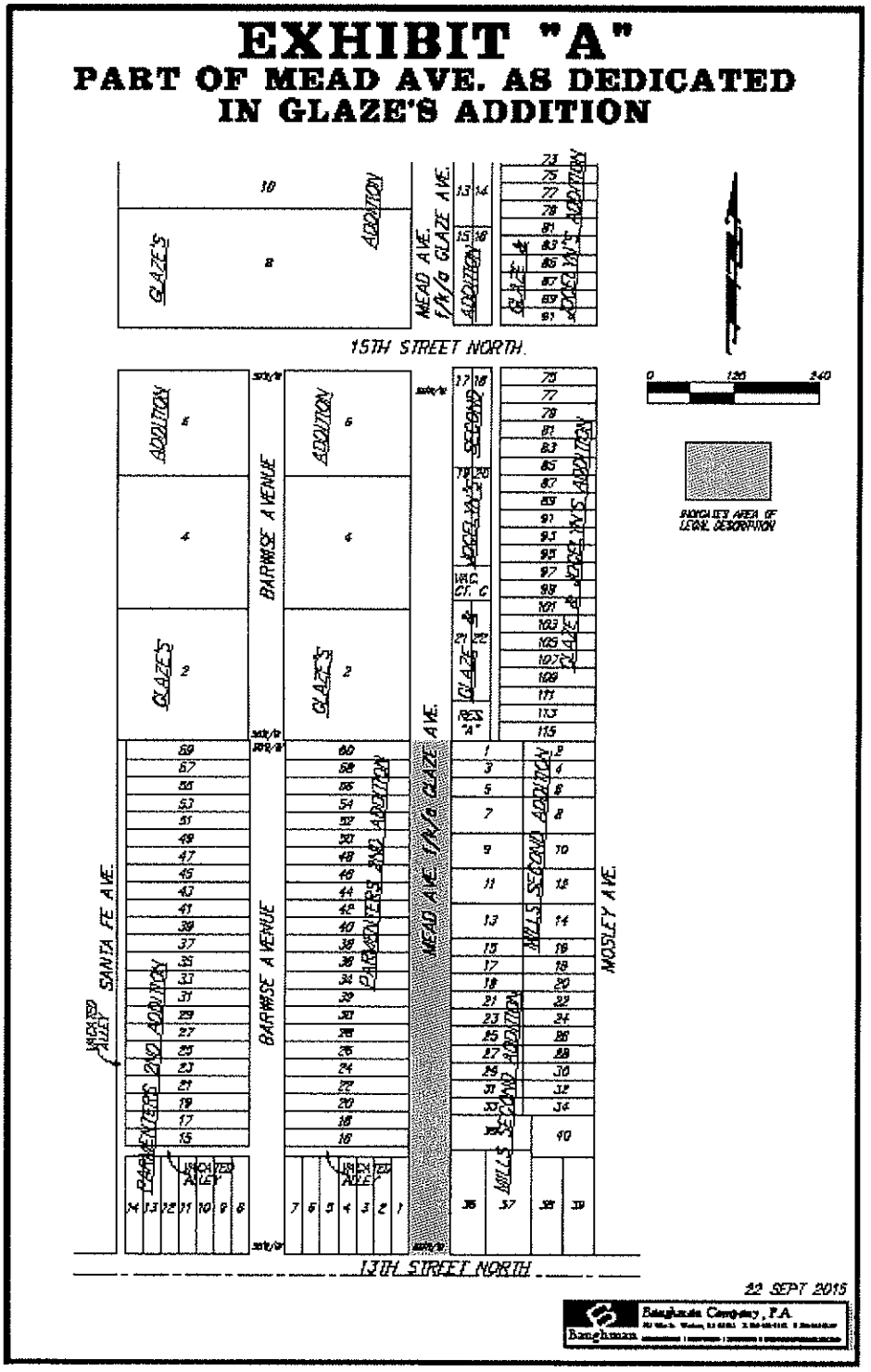
APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

VAC2015-00014

2

Exhibit A



VAC2015-00014

Execution Version 10.13.15

Exhibit B

Lots 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, and 36, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lots 1, 2, 3, 4, 5, 6, and 7 on Thirteenth Street, together with the South half of the vacated alley adjoining on the North, in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 16 on Barwise Avenue, together with the North half of the vacated alley adjoining Lot 16, on the South, in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas; and

Lots 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, and 60, on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas.

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT is made to be effective as of October 13, 2015, by Cargill, Incorporated, hereinafter called "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of the platted lots and alley described on attached Exhibit A and depicted on attached Exhibit B (said group of property collectively "Parcel Group A"); and,

WHEREAS, Declarant is in the process of vacating Mead Street adjacent to Parcel Group A, such that the vacated portion of Mead Street will revert to the owners immediately abutting thereon in separate tracts, according to the frontage of real estate thereon (each, a "Vacation Tract"); and

WHEREAS, as a condition of this vacation case, the Planning Commission of the City of Wichita has required this Restrictive Covenant.

NOW, THEREFORE, Declarant hereby declares that, for and in consideration of the recitals, Declarant hereby covenants and agrees as follows:

> Each individual lot or alley (as applicable) within Parcel Group A, together with each individual adjacent Vacation Tract, shall be tied together as one ownership, and under this ownership shall be conveyed, encumbered, improved, operated, and otherwise used together as one undivided parcel. For example, Lot 60 of Parmenter's Second and its adjacent Vacation Tract are tied together as one ownership, and Lot 58 of Parmenter's Second and its adjacent Vacation Tract are tied together as one ownership, but those two Vacation Tracts are not tied together as one ownership.

This covenant shall remain in force as to each lot and alley in Parcel Group A and its respective Vacation Tract, until such tract is re-platted or until this Restrictive Covenant is released through a public hearing process.

This Restrictive Covenant shall run with said property and shall be binding on the owner, its successors and assigns, and is a covenant running with the land and is binding on all successors in title for the above-described property located in Wichita, Sedgwick County, Kansas.

CARGILL, INCORPORATED

By: _____
Jim Reiff
VP West Region Oilseed Crush GM
Date: 10-13-15, 2015

STATE OF Minnesota) SS:
COUNTY OF Hennepin)

This instrument was acknowledged before me on 10.13, 2015, by Jim Reiff, as VP West Region Oilseed Crush GM of Cargill, Incorporated.

Lynn A Martin
Notary Public

My Appointment Expires:

January 31 2017

LYNN ANN MARTIN
Notary Public - Notarial Seal
My Commission Expires
January 31, 2017

Approved as to form:

Jennifer Magaña, City Attorney and Director of Law

Exhibit A

Lot 1, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lot 3, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lot 5, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lot 7, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lot 9, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lot 11, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lot 13, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lot 15, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lot 17, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lot 19, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lot 21, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lot 23, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lot 25, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lot 27, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lot 29, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lot 31, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lot 33, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lot 35, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lot 36, Mill's Second Addition to Wichita, Sedgwick County, Kansas;

Lot 1 on Thirteenth Street, together with the South half of the vacated alley adjoining on the North, in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 16 on Barwise Avenue, together with the North half of the vacated alley adjoining Lot 16 on the South, in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 18 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 20 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 22 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 24 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 26 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 28 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 30 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 32 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 34 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 36 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 38 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 40 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 42 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 44 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 46 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 48 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 50 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 52 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 54 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

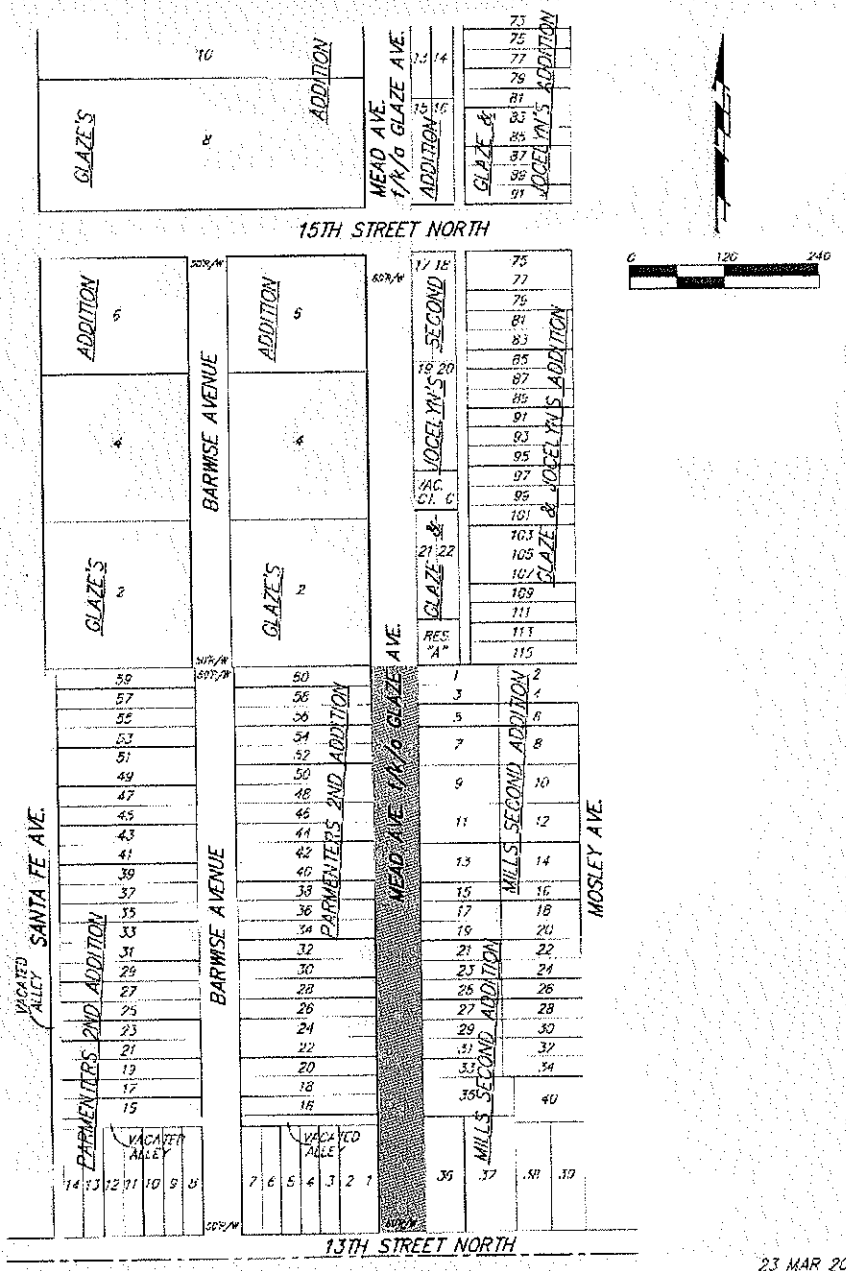
Lot 56 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas;

Lot 58 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas; and

Lot 60 on Barwise Avenue in Parmenter's Second Addition to the City of Wichita, Sedgwick County, Kansas.

Exhibit B

PART OF MEAD AVE. AS DEDICATED IN GLAZE'S ADDITION



23 MAR 2015

Baughman Company, P.A.

Baughman

6

Execution Version (10.13.15)

VAC2015-00014

Agenda Item No. II-23

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

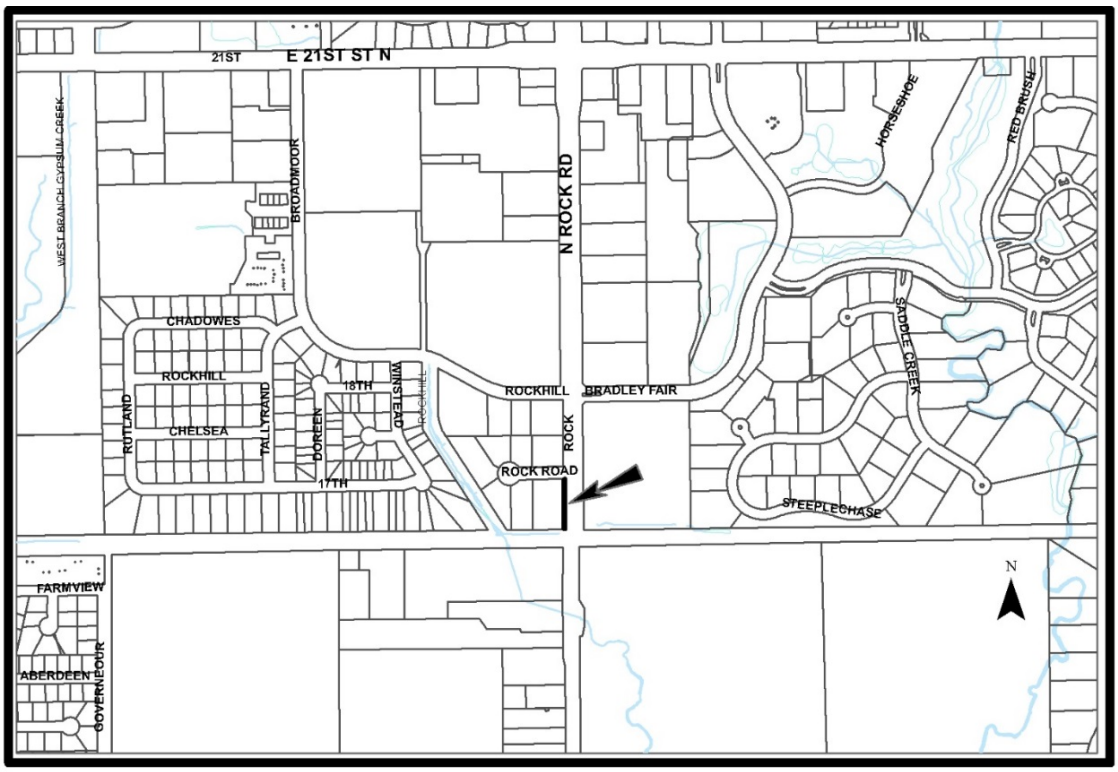
SUBJECT: VAC2015-00030 - Request to Vacate a Portion of Platted Complete Access Control on Property Generally Located South of 21st Street North, on the West Side of Rock Road and South of North Rock Road Court (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

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



Background: The applicant proposes to vacate the south 40 feet of the platted complete access control located on the east, 279.52-foot long property line of Lot 13, Brad Boone Addition. As platted, the site is not permitted a drive/access onto the four-lane arterial street, Rock Road. The site's current access is off of the north abutting cul-de-sac Rock Road Court, which intersects with Rock Road and is located 239 feet north of the proposed drive. The proposed access is located within a platted 100-foot wide KG & E easement, which has Westar has power poles and lines located within the easement; the easement will remain. This is a private easement and the applicant has received a consent agreement from Westar for the proposed drive. There is water line and stormwater conduit and equipment in the area of the vacation. The installation of a drive may require the relocation of our facilities at the applicant's expense. The applicant is working with Kansas Gas Service in regards to an eight-inch steel pipeline and gas valve located within the proposed vacation limits. The Brad Boone Addition was recorded with the Register of Deeds April 1, 1981.

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

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

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

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

Attachments:

- Vacation Order
- Dedication of access control by separate instrument

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

IN THE MATTER OF THE VACATION OF A PORTION OF PLATTED COMPLETE ACCESS CONTROL	)	
GENERALLY LOCATED SOUTH OF 21ST STREET NORTH, ON THE WEST SIDE OF ROCK ROAD & SOUTH OF NORTH ROCK ROAD COURT	)	**VAC2015-00030**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 17th day of November, 2015, comes on for hearing the petition for vacation filed by Rock Road Court LLC, c/o Amy Liebau – Corporate Counsel & Chief Operating Officer (owner), praying for the vacation of the following described portion of platted complete access control, to-wit:

One 40 foot full movement opening along Rock Road frontage; said 40 feet being the south most 40 feet of the east line of Lot 13, Brad Boone Addition, an addition to Wichita, Sedgwick County, Kansas; said 40 foot full movement opening is conditionally allowed as a full movement, provided however if the City of Wichita exercises its right to extend the median in Rock Road, if warranted to aid in traffic control, said 40 foot opening shall revert to a right-in / right-out only opening.

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on July 15, 2015, which was at least 20 days prior to the public hearing.

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

3. A dedication of access control by separate instrument will be recorded with this

Vacation Oder at the Sedgwick County Register of Deeds.

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

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

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

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 17th day of November, 2015, ordered that the above-described portion of platted complete access control is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law

COPY

ACCESS CONTROL DEDICATION

WHEREAS, Rock Road Court, L.L.C., as owner of the below described property, has petitioned the City of Wichita to vacate the platted access controls for the same per Vacation Case numbered VAC2015-00030; and

WHEREAS, It is necessary to re-dedicate access controls for the below described property; and

WHEREAS, Rock Road Court, L.L.C., wishes to do the same; and

That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, being the owners of the following described real estate, to-wit:

Lot 13, Brad Boone Addition, an addition to Wichita, Sedgwick County, Kansas,

Does hereby transfer and convey to the City of Wichita all abutters' right of access, ingress and egress to said property from or to Rock Road North over and across the east line of the above described property; provided however, the following one (1) full movement opening shall be allowed:

One 40 foot full movement opening along Rock Road frontage; said 40 feet being the south most 40 feet of the east line of Lot 13, Brad Boone Addition, an addition to Wichita, Sedgwick County, Kansas; said 40 foot full movement opening is conditionally allowed as a full movement, provided however if the City of Wichita exercises its right to extend the median in Rock Road, if warranted to aid in traffic control, said 40 foot opening shall revert to a right-in / right-out only opening.

It is understood that this conveyance is a covenant running with the land prohibiting all subsequent owners thereof and all members of the public from ingressing or egressing upon Lot 13, Brad Boone Addition, an addition to Wichita, Sedgwick County, Kansas to or from Rock Road, EXCEPT as provided for the one (1) 40 foot full movement opening described herein and being depicted on the attached Vacation Exhibit.

Vac2015-00030

Executed this 14 day of October, 2015.

ROCK ROAD COURT, L.L.C.,
By: Laham Development Company, L.L.C.
Its Manager

By: _____
Amy J. Liebau, Corporate Counsel, Chief Operating Officer

STATE OF KANSAS, SEDGWICK COUNTY, ss:

Be it remembered that on this 14 day of October, 2015, before me a Notary Public in and for said State and County, came Amy J. Liebau, Corporate Counsel, Chief Operating Officer, of Laham Development Company, L.L.C., which is the manager of Rock Road Court, L.L.C. who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)

CYNTHIA A. WOMACK
Notary Public - State of Kansas
My Appt. Expires 2/7/2017

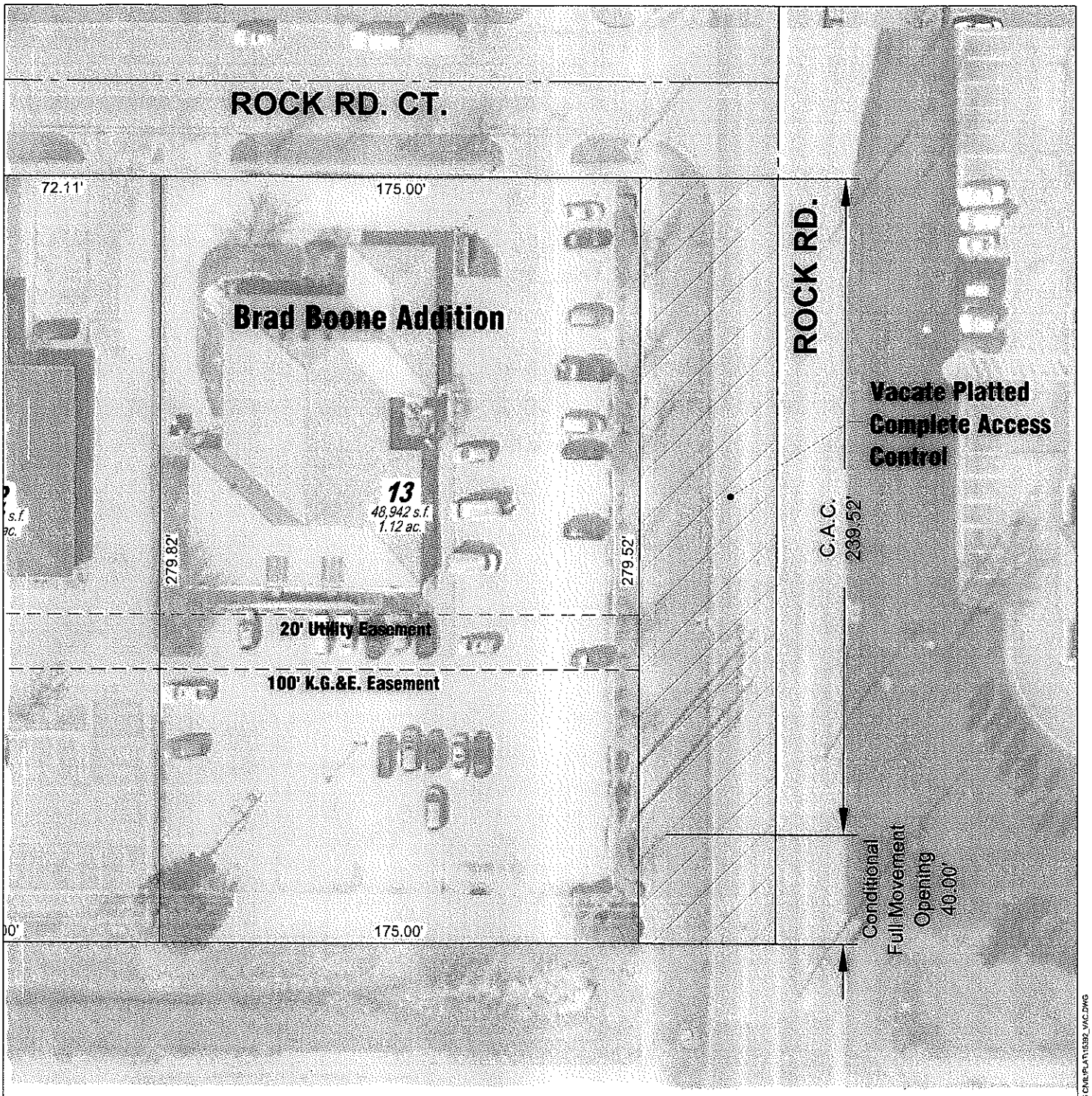
Notary Public: Cynthia A Womack

My Appointment Expires: February 7, 2017

APPROVED AS TO FORM:

_____
Jennifer Magaña,
City Attorney and Director of Law

VAC2015-00030



NOTE:

1. The Conditional Full Movement Opening on Lot 13 is conditional based on in the event that the City of Wichita exercises its right to construct a center median in Rock Road at the cities cost; at such time said conditional opening shall become right-in / right-out only.

Access ## = Proposed Access Points

= Vacate

NORTH

1"=50'

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MKEC
Wichita, KS · 316.684.9500

LOT 13
BRAD BOONE ADDITION
VACATION - EXHIBIT

PROJECT NO. 1501010392	DATE: JUNE 2015		SHEET NO.
DRAWN BY: JGD	DESIGNED BY: JGD	APPROVED BY: BDL	1 OF 1

J:\PROJECTS\2015\1501010435_LAHAM_1821 N ROCK ROAD RETAIL_XXXXXX CADSHTS\05 CIVIL\PLAT\15392_VAC.DWG

Agenda Item No. II-24

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

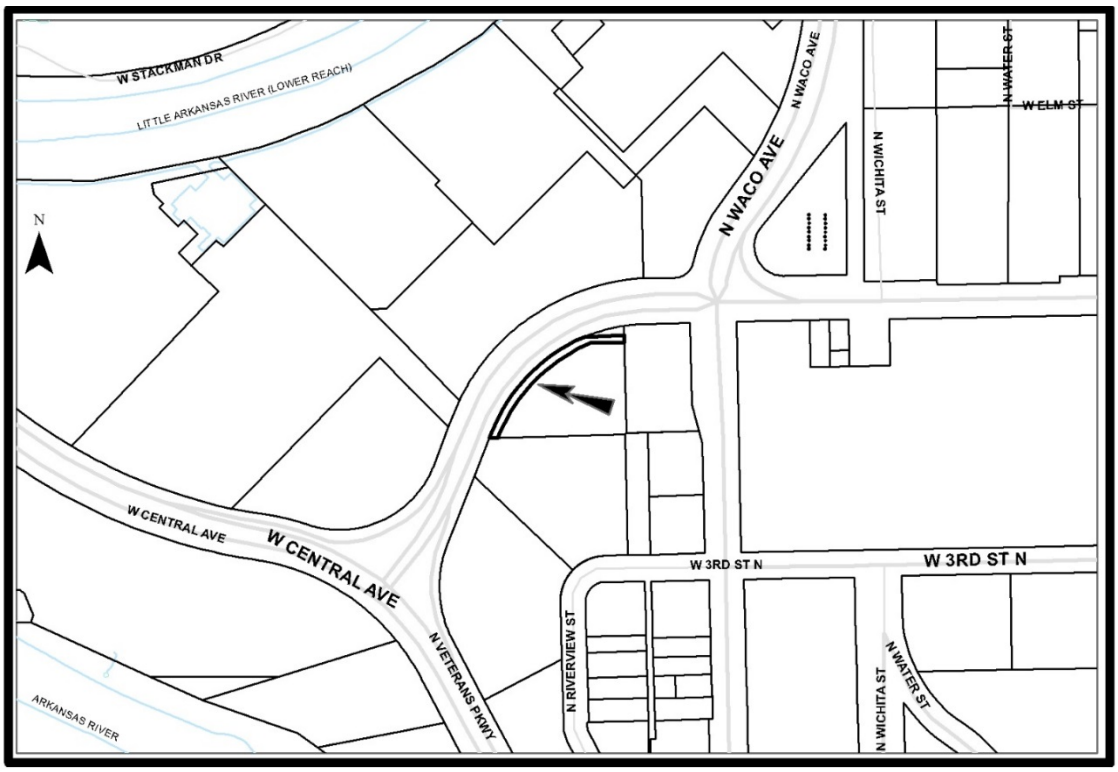
SUBJECT: VAC2015-00036 - Request to Vacate a Front Building Setback Established by a Vacation Order on Property Generally Located West of Waco Avenue on the South Side of Central Avenue (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

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



Background: The applicant is requesting consideration to vacate the 20-foot front building setback, established by Vacation Order VAC2015-00008 (approved by City Council July 7, 2015), which runs parallel to the north property line of a portion of Parcel B, Lot 2, Emerson Addition. The site is zoned CBD Central Business District. The CBD zoning district has a zero front building setback, which is what the applicant is requesting. No utilities are located within the existing or proposed front building setback. The Emerson Addition was recorded with the Register of Deeds May 12, 1980. Commercial Lot Split SUB2004-2004 created Parcels A, Lot 2 and Parcel B, Lot 2 (the subject site), Emerson Addition.

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

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

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

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

Attachment(s):

- Vacation Order

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

IN THE MATTER OF THE VACATION OF A FRONT BUILDING SETBACK ESTABLISHED BY A VACATION ORDER	)	
GENERALLY LOCATED WEST OF WACO AVENUE ON THE SOUTH SIDE OF CENTRAL AVENUE	)	**VAC2015-00036**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 7th day of July, 2015, comes on for hearing the petition for vacation filed by The City of Wichita c/o John Philbrick (owner), praying for the vacation of the following described front building setback established by a Vacation Order, to-wit:

The 20-foot front building setback, established by Vacation Order VAC2015-00008 over that portion of Lot 2, Emerson Addition, Wichita, Sedgwick County, Kansas, more particularly described as follows: Lot 2, Emerson Addition, Wichita, Sedgwick County, Kansas, EXCEPT that part of Lot 2 as described in deed filed at Film 1178, Page 1267; AND EXCEPT, that part of Lot 2 described in deed filed at Doc. #/FLM-PG: 28576228; AND EXCEPT that part of Lot 2 as described in deed filed at Doc.#/FLM-PG: 28869532; AND EXCEPT that part of Lot 2 as described in deed filed at Doc.#/FLM-PG: 29386951.

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on September 10, 2015, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described front building setback established by a Vacation Order and the public will suffer no loss or inconvenience thereby.

3. The described vacated 20-foot front building setback established by Vacation Order VAC2015-00008 will be replaced with a zero-foot front building setback.

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

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

6. The vacation of the described front building setback established by a Vacation Order, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 17th day of November, 2015, ordered that the above-described front building setback established by a Vacation Order is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law

City of Wichita
City Council Meeting
November 17, 2015

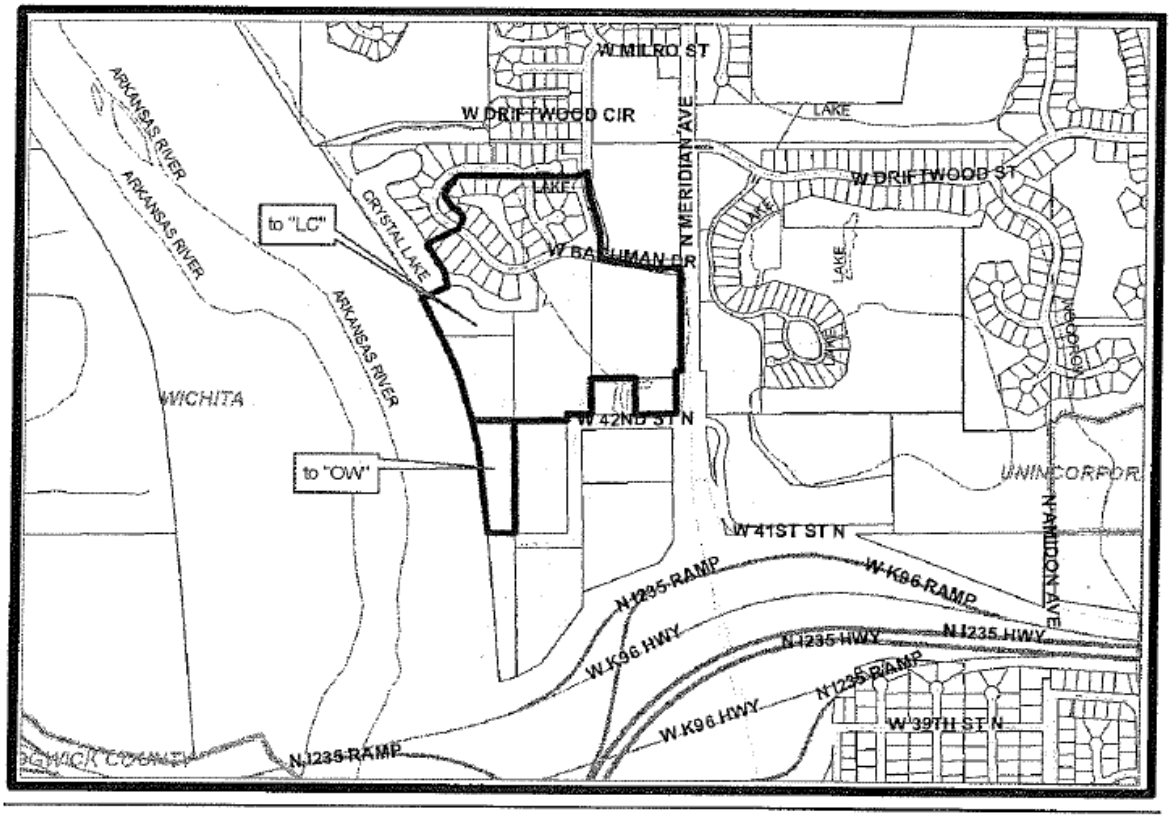
TO: Mayor and City Council

SUBJECT: ZON2010-00028– Extension of Time to Complete the Platting Requirement for a Zone Change from SF-5 Single-Family Residential ("SF-5") to LC Limited Commercial ("LC") and OW Office Warehouse ("OW"), Generally Located West of North Meridian Avenue and North of K-96. (CUP 2010-00016) (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPD Staff Recommendation: MAPD recommends approval of the two-year extension of the platting deadline to September 21, 2017.



Background: On September 21, 2010, the City Council approved the zone change from SF-5 Single-family Residential ("SF-5") to LC Limited Commercial ("LC") and OW Office Warehouse ("OW") (associated with CUP2010-16) subject to conditions and subject to platting the property within one year. As the attached letter indicates, the applicant has platted a portion of the property, but wishes to defer platting the balance of the property. The applicant previously sought and received a platting extension to September 21, 2013 and at the June 24, 2015 City Council meeting the deadline was extended to September 21, 2015. The applicant now requests an additional two-year platting extension to September 21, 2017.

Analysis: Staff recommends that an extension of time to complete platting requirements be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the zone change null and void, and would require reapplication and rehearing if the property owner still desired a zone change.

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

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendation/Actions: It is recommended that the City Council approve an extension of the platting deadline to September 21, 2017.

Baughman

September 30, 2015

RECEIVED
SEP 30 2015
BY:

W. David Barber
Interim Planning Director
Planning Department
10th Floor - City Hall
455 North Main
Wichita, Kansas 67202

RE: Request for a Platting Extension for approved zoning case ZON2010-28, located South of 45th St. N., West side of Meridian, Wichita, Sedgwick County, Kansas.

Dear Mr. Barber:

As agent for the applicant, our office is requesting a two year time extension to complete the platting for the above referenced matter. This zone change case was approved at City Council on September 21, 2010. On October 27, 2011 the preliminary plat was approved at the Subdivision Committee meeting that was held on October 27, 2011 and the Final Plat was approved on February 23, 2012. The Final Plat was approved at the Planning Commission meeting that was held on March 1, 2012. On September 10, 2013, the Wichita City Council approved a platting deadline of September 21, 2013 and at the June 24, 2015 City Council meeting the deadline was extended to September 21, 2015. A portion of the property affected by this zone change case has been platted as Lakeside at the Moorings. This request would cover the remainder of the property within this zone change case.

At this time, based on economic conditions, our client would like to hold off on recording the remainder of the property.

We are enclosing our check in the amount of $125.00 for the required Platting Extension filing fee.

If you have any questions about this request, please contact our office at 262-7271.

Sincerely,
Baughman Company, P.A.

Philip J. Meyer, L.A.
Vice-President

cc: Kurt and Brad Bachman
file

ENGINEERING
SURVEYING
PLANNING
LANDSCAPE ARCHITECTURE

Baughman Company, P.A.
315 Ellis
Wichita, Kansas 67211
P 316-262-7271 F 316-262-0149

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: ZON2015-00035 – Zone Change from LC Limited Commercial to CBD Central Business District on Property Located at 915, 917 and 923 West Douglas Avenue, east of South Walnut Street and south of West Douglas Avenue (District IV)

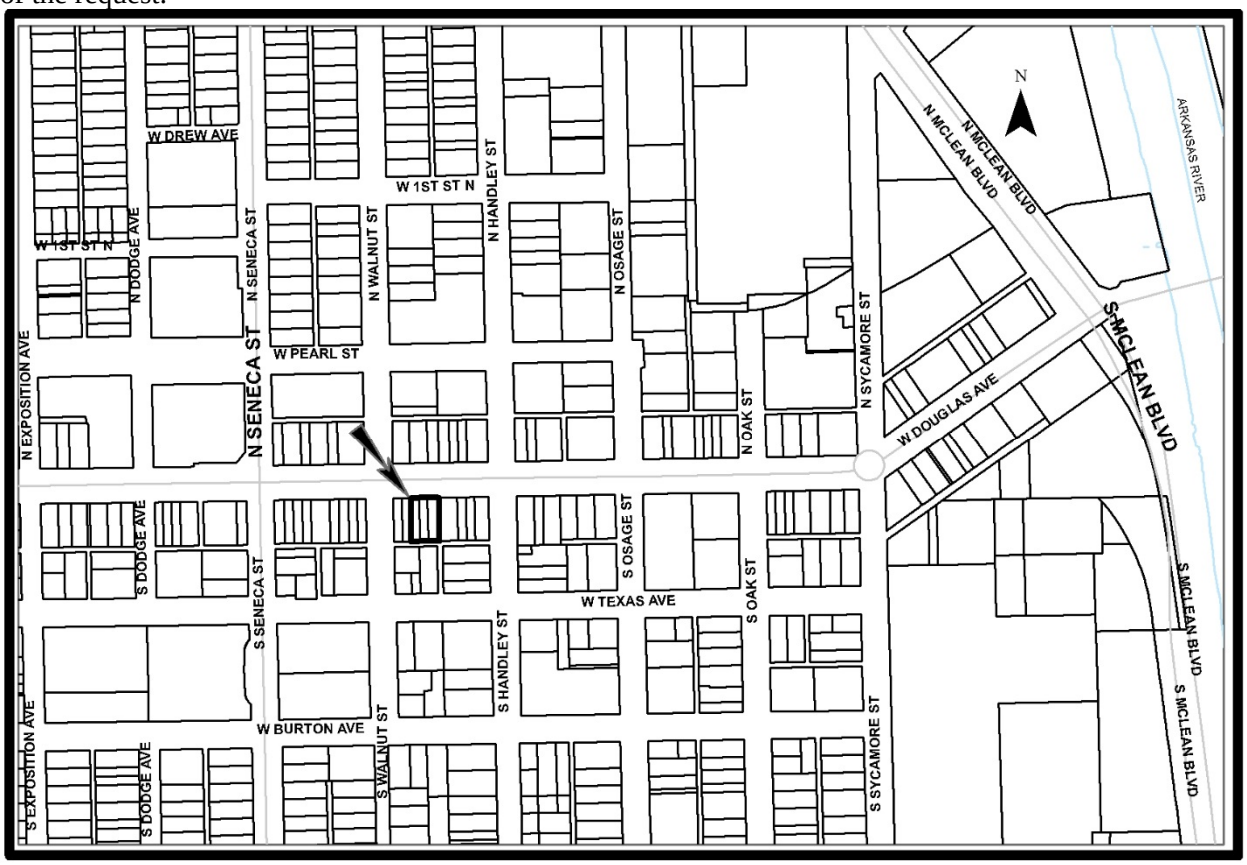
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (11-0).

DAB Recommendation: District Advisory Board IV did not make a recommendation due to a lack of quorum.

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



Background: The applicant is seeking Central Business District (CBD) zoning for .61 platted acre located 75 feet east of the southeast corner of West Douglas Avenue and South Walnut Street. The subject site is currently zoned Limited Commercial (LC), and is developed with a row of commercial buildings that are built up to the property line and have zero side setbacks. The application area is currently occupied by restaurants. The site is located in, and subject to, the Delano Overlay Neighborhood District (D-O) that establishes land use and site development policies specific to the district.

The Delano District was initially developed in the 1870's and then redeveloped in the early 1900's when there were no requirements for off-street parking. Therefore, many of the uses in the Delano District do not have, or have only minimal, off-street parking, and rely upon public parking located in the street right-of-way. Central Business District zoning mitigates site development issues for older portions of the core area, such as the requirement to provide off-street parking (off-street parking is not required of CBD zoned property) and reduced setback requirements (the CBD district permits zero setbacks; setbacks in the LC district vary from zero to 20 feet).

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

Land located north of the site, across West Douglas Avenue, is zoned LC, CBD and General Commercial (GC), and is developed with row commercial buildings. East of the site the property is zoned LC and GC, and is developed with parking lot owned by the applicant. South of the site the property is zoned GC, and developed with parking and commercial buildings. West of the subject property is land zoned Limited Industrial (LI) and LC, and developed with row commercial buildings. There have been at least two previous requests for CBD zoning in Delano that have been approved (ZON2015-00038 and ZON2014-00030). Since 1871, the Delano District is a commercial district that has been serving "west" Wichita with a variety of commercial, personal service and entertainment uses.

Analysis: On June 4, 2015, the Metropolitan Area Planning Commission (MAPC) placed the application on its consent agenda and approved (12-0) the application without comment. Other than the applicant there was not anyone present to speak to the request.

District Advisory Board (DAB) IV reviewed the request on October 5, 2015, but could not make a recommendation due to a lack of quorum. No neighbors were present to speak about the request.

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

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

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

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

Attachments: MAPC minutes, DAB IV memo and ordinance.

OCA 150004

ORDINANCE NO. 50-112

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. ZON2015-00035

Zone change request from LC Limited Commercial (LC) to GBD Central Business District (CBD) on property described as Lots 26, 28, 30 & ½ vacated alley adj. on the E, Chicago now Douglas Avenue, West Wichita Addition.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 24 day of November, 2015.

_____
Jeff Longwell - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law

EXCERPT MINUTES OF THE OCTOBER 1, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2015-00035 - Arch Partner's LLC (Paul Gray) request a City zone change from LC Limited Commercial to CBD Central Business District on property described as:

Lots 26, 28 and 30, Chicago now Douglas Avenue along with the vacated alley adjacent on the East, West Wichita Addition, Sedgwick County, Kansas.

BACKGROUND: The applicant is seeking Central Business District (CBD) zoning for .61 platted acre located 75 feet east of the southeast corner of West Douglas Avenue and South Walnut Street. The subject site is currently zoned Limited Commercial (LC), and is developed with a row of commercial buildings that are built up to the property line and have zero side setbacks. The application area is currently occupied by restaurants. The site is located in and subject to the Delano Overlay Neighborhood District (D-O) that establishes land use and site development policies specific to the district.

The Delano District was initially developed in the 1870's and then redeveloped in the early 1900's when there were no requirements for off-street parking. Therefore, many of the uses in the Delano District do not have, or have only minimal, off-street parking and rely upon public parking located in the street right-of-way. Central Business District zoning mitigates site development issues for older portions of the core area, such as the requirement to provide off-street parking (off-street parking is not required of CBD zoned property) and reduced setback requirements (the CBD district permits zero setbacks; setbacks in the LC district vary from zero to 20 feet).

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

Land located north of the site, across West Douglas Avenue, is zoned LC, CBD and General Commercial (GC), and is developed with row commercial buildings. East of the site the property is zoned LC and GC, and is developed with parking lot owned by the applicant. South of the site the property is zoned GC, and developed with parking and commercial buildings. West of the subject property is land zoned Limited Industrial (LI) and LC, and developed with row commercial buildings. There have been at least two previous requests for CBD zoning in Delano that have been approved (ZON2015-00038 and ZON2014-00030). Since 1871, the Delano District is a commercial district that has been serving "west" Wichita with a variety of commercial, personal service and entertainment uses.

CASE HISTORY: The property is platted as the West Wichita Addition. The property was included in the Delano Neighborhood Revitalization Plan and Delano Overlay Neighborhood District (D-O) in 2001.

ADJACENT ZONING AND LAND USE:

North: LC, CBD and GC; retail and commercial uses
South: GC; parking and retail and commercial uses
East: LC, GC; parking and retail and commercial uses
West: LI and LC; retail and commercial uses

PUBLIC SERVICES: The site is served by all normally supplied municipal services. The site has access to the arterial street, West Douglas Avenue, which has 100 feet of right-of-way. In 2007, Douglas Avenue east of Seneca carried approximately 10,000 vehicle trips on a daily basis.

CONFORMANCE TO PLANS/POLICIES: The Delano Neighborhood Plan map depicts the site as appropriate for "commercial mixed use."

The purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of Wichita. Central Business District zoning is generally compatible with the "Downtown Regional Center" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application only within the City of Wichita and only
within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited to zero lot setbacks, shared parking, public
streetscapes as landscaping and urban design elements and mixed uses within a building. The requested CBD zoning is the appropriate zoning for the subject site, which is located west, across the Arkansas River from the original CBD zoned core of downtown Wichita. The application area shares some similar patterns of development and uses as the original core CBD area.

The Delano Neighborhood Plan indicates the site is appropriate for commercial mixed uses. The intent of the commercial mixed use designation is to encourage true mixed-use facilities wherein there are commercial and/or office uses on the ground floor and residential above.

RECOMMENDATION: Based upon the information available at the time the staff report was prepared it is recommended that the request for CBD be approved.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The properties surrounding the subject site are zoned LC, GC, CBD and LI subject to the D-O district that permits a very wide range of land uses: residential, office, personal service, entertainment and commercial.

2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned LC which permits a wide range of residential, office and retail uses, but requires the provision of off-street parking, which the applicants own. The site has economic value as currently zoned. Approval of CBD zoning would eliminate the requirement for off-street parking modify building setback and height requirements and potentially add a few additional uses not permitted in the LC district.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the request should not detrimentally impact nearby property owners in that the site is currently developed and has its own parking. The D-O district restrictions should minimize known impacts created by the proposed zone change.

4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval would make the property more marketable, which should make a wider range of use possible thereby improving choice in the marketplace. Denial would presumably represent a loss of economic opportunity to the applicant or property owner.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The Delano Neighborhood Plan map depicts the site as appropriate for "commercial mixed use." The purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of Wichita. Central Business District zoning is generally compatible with the "Downtown Regional Center" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application only within the City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited to zero lot setbacks, shared parking, public streetscapes as landscaping
and urban design elements and mixed uses within a building. The requested CBD zoning is the appropriate zoning for the subject site, which is located west, across the Arkansas River from the original CBD zoned core of downtown Wichita. The application area shares some similar patterns of development and uses as the original core CBD area.

   The Delano Neighborhood Plan indicates the site is appropriate for commercial mixed uses. The intent of the commercial mixed use designation is to encourage true mixed-use facilities wherein there are commercial and/or office uses on the ground floor and residential above.

6. Impact of the proposed development on community facilities: None identified as the site is located in an area of town that has had full public services for a long period of time and is served by an arterial street.

DALE MILLER, Planning Staff presented the Staff Report.

There were no public comments.

MOTION: To approve subject to staff recommendation.

DENNIS moved, **RAMSEY** seconded the motion, and it carried (11-0).

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC

FROM: Janet Johnson, Office of Community Services

SUBJECT: ZON2015-00035

DATE: Oct. 6, 2015

On Monday, Oct. 5, the District IV Advisory Board considered a request Central Business District (CBD) zoning for .61 platted acre located 75 feet east of the southeast corner of West Douglas Avenue and South Walnut Street. The subject site is currently zoned Limited Commercial (LC), and is developed with a row of commercial buildings that are built up to the property line and have zero side setbacks. The application area is currently occupied by restaurants. The site is located in and subject to the Delano Overlay Neighborhood District (D-O) that establishes land use and site development policies specific to the district.

DAB members had no questions or concerns. Without a quorum the Board took no official action.

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: ZON2015-00036 – Zone Change from SF-5 Single-Family Residential to B Multi-Family Residential District on Property Located at Southeast Corner of West 45th Street South and South Meridian Avenue (District IV)

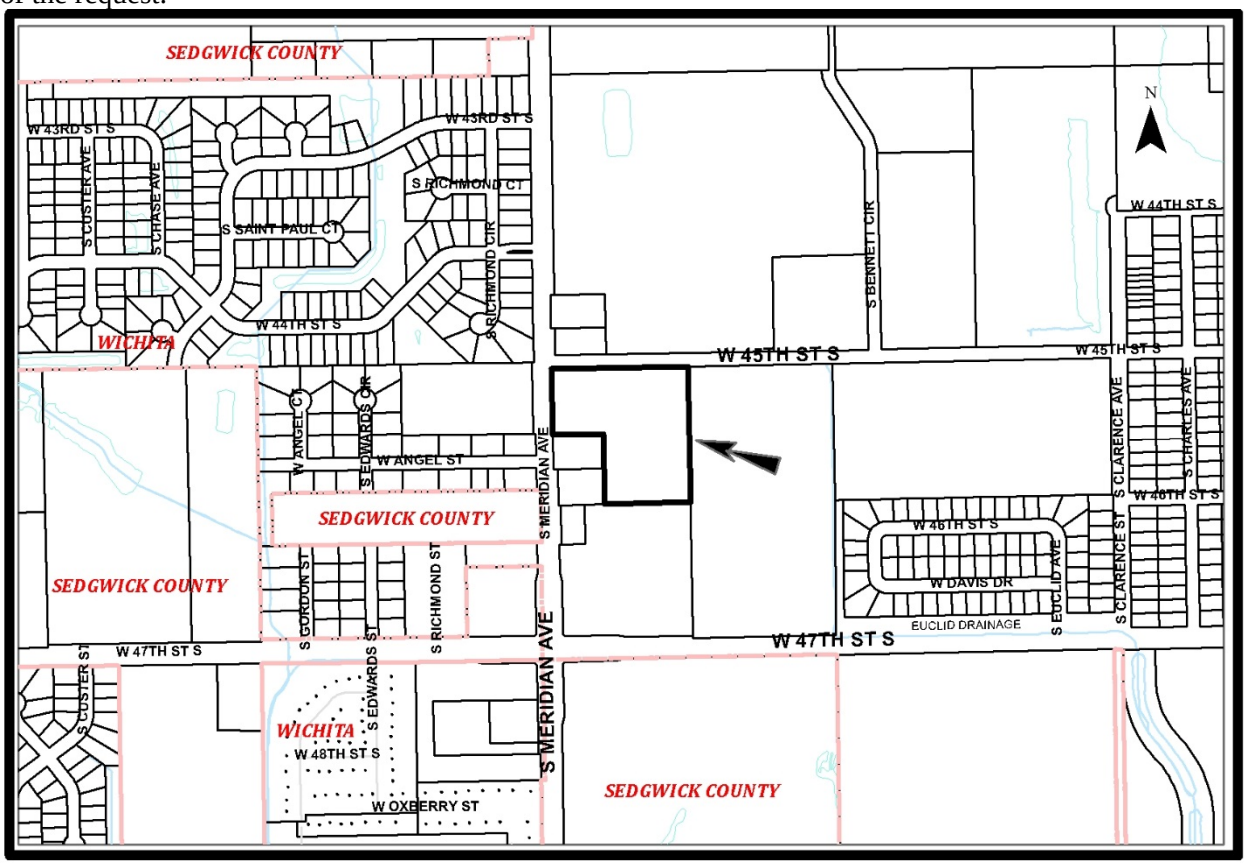
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (11-0).

DAB Recommendation: District Advisory Board IV did not make a recommendation due to a lack of quorum.

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



Background: The applicant is requesting to rezone from the SF-5 Single-Family Residential (SF-5) district to the B Multi-Family Residential (B) approximately seven unplatted acres located at the southeast corner of South Meridian Avenue and West 45th Street South. The property is currently undeveloped. The applicant proposes to develop 42 townhome units with a mix of two, three and four-bedrooms.

North of the application area, across West 45th Street South, the land is zoned SF-5 and Manufactured Housing (MH) district, and is developed with single-family residences and a manufactured home park or subdivision. East of the manufactured home park/subdivision, north of West 45th Street, there is land zoned B, developed with baseball fields, and undeveloped land zoned MF-29 Multi-Family Residential (MF-29). East of the application area is the SF-5 zoned City of Wichita Southview Park. South of the application area is SF-5 zoned farmland and LC Limited Commercial (LC) zoning that contains a single-family residence and farmland. Not included in the application area, located on the east side of South Meridian Avenue, approximately mid-way between West 45th Street South and West 47th Street South, are two single-family residences zoned SF-5. There also is a vacant platted lot owned by the City of Wichita that has a conditional use to permit a sanitary sewer utility facility. West of South Meridian Avenue are single-family residences zoned SF-5 and SF-20 Single-Family Residential (SF-20).

The B zoning district permits a wide range of uses, such as: single-family, two-family and multi-family (three or more dwelling units in one structure), assisted living, group home, church, community assembly, nursing facility or school. The minimum lot area for multi-family dwelling units is 580 square feet per unit with a maximum density of 75.1 dwelling units per acre. The applicant's proposal equals approximately 7,260 gross square feet per dwelling unit. The B zoning district has a minimum front setback of 20-feet; rear setback of 15-feet; interior side setback of five-feet and a minimum street side setback of five-feet. A maximum height of 55 is permitted with an additional one-foot of additional height for each additional foot of setback.

Trash receptacles, mechanical equipment and outdoor work and storage areas in multi-family uses are required to be screened from ground level view from any residential zoning district and cannot be located within 20-feet of property zoned TF-3 or more restrictive. Compatibility building setbacks of 15-feet up to 25-feet, depending on the size of the use, located along rear and side property lines of multi-family developments abutting TF-3 or more restrictive zoning are required. Building height for multi-family use is limited to 35-feet when it is located within 50-feet of a TF-3 or more restrictive zoned lot. Multi-family uses are required to screen with a six-foot high fence, berm, solid landscaping or some combination of the three along its side and rear property line where it abuts TF-3 or more restrictive zoning. A landscape buffer is required between multi-family zoning districts and one and two-family zoning districts. At a minimum the landscape buffer with a screening fence must have one tree every 40-feet.

Analysis: On October 1, 2015, the Metropolitan Area Planning Commission (MAPC) placed the application on its consent agenda and approved (11-0) the application without comment. Other than the applicant there was not anyone present to speak to the request.

District Advisory Board (DAB) IV reviewed the request on October 5, 2015, but could not make a recommendation due to a lack of quorum. No neighbors were present to speak about the request.

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

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

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

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

Attachments: MAPC minutes, DAB IV minutes and ordinance.

OCA 150004

ORDINANCE NO. 50-113

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. ZON2015-00036

Zone change request from SF-5Single-Family Residential to B Multi-Family Residential on property described as the North 7 acres, more or less, of the following described tract: The Southwest Quarter of the Southwest Quarter of Section 18, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, except the West 263.6 feet of the South half of the North half of the Southwest Quarter of said Southwest Quarter, and except the East half of the Southwest Quarter of said Southwest Quarter, and except that part dedicated for street, and except that part deeded to the City of Wichita for street purposes.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 24 day of November, 2015.

_____
Jeff Longwell - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law

EXCERPT MINUTES OF THE OCTOBER 1, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2015-00036 - Lena P. Peeblee Rev. Trust/Mennonite Housing Deatrea Schuimscher request a City zone change from SF-5 Single-family Residential to B Multi-family Residential on property described as:

The North 7 acres, more or less, of the following described tract: The Southwest Quarter of the Southwest Quarter of Section 18, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, except the West 263.6 feet of the South half of the North half of the Southwest Quarter of said Southwest Quarter, and except the East half of the Southwest Quarter of said Southwest Quarter, and except that part dedicated for street, and except that part deeded to the City of Wichita for street purposes.

BACKGROUND: The applicant is requesting to rezone from the SF-5 Single-Family Residential (SF-5) district to the B Multi-Family Residential (B) approximately seven unplatted acres located at the southeast corner of South Meridian Avenue and West 45th Street South. The property is currently undeveloped. The applicant proposes to develop 42 townhome units with a mix of two, three and four-bedrooms.

North of the application area, across West 45th Street South, the land is zoned SF-5 and Manufactured Housing (MH) district, and is developed with single-family residences and a manufactured home park or subdivision. East of the manufactured home park/subdivision, north of West 45th Street, there is land zoned B, developed with baseball fields, and undeveloped land zoned MF-29 Multi-Family Residential (MF-29). East of the application area is the SF-5 zoned City of Wichita Southview Park. South of the application area is SF-5 zoned farmland and LC Limited Commercial (LC) zoning that contains a single-family residence and farmland. Not included in the application area, located on the east side of South Meridian Avenue, approximately mid-way between West 45th Street South and West 47th Street South, are two single-family residences zoned SF-5. There also is a vacant platted lot owned by the City of Wichita that has a conditional use to permit a sanitary sewer utility facility. West of South Meridian Avenue are single-family residences zoned SF-5 and SF-20 Single-Family Residential (SF-20).

The B zoning district permits a wide range of uses, such as: single-family, two-family and multi-family (three or more dwelling units in one structure), assisted living, group home, church, community assembly, nursing facility or school. The minimum lot area for multi-family dwelling units is 580 square feet per unit with a maximum density of 75.1 dwelling units per acre. The applicant's proposal equals approximately 7,260 gross square feet per dwelling unit. The B zoning district has a minimum front setback of 20 feet; rear setback of 15 feet; interior side setback of five feet and a minimum street side setback of five feet. A maximum height of 55 is permitted with an additional one foot of additional height for each additional foot of setback.

Trash receptacles, mechanical equipment and outdoor work and storage areas in multi-family uses are required to be screened from ground level view from any residential zoning district and cannot be located within 20 feet of property zoned TF-3 or more restrictive. Compatibility building setbacks of 15 feet up to 25 feet, depending on the size of the use, located along rear and side property lines of multi-family developments abutting TF-3 or more restrictive zoning are required. Building height for multi-family use is limited to 35 feet when it is located within 50 feet of a TF-3 or more restrictive zoned lot. Multi-family uses are required to screen with a six-foot high fence, berm, solid landscaping or some combination of the three along its side and rear property line where it abuts TF-3 or more restrictive zoning. A landscape buffer is required between multi-family zoning districts and one and two-family zoning districts. At a minimum the landscape buffer with a screening fence must have one tree every 40 feet.

CASE HISTORY: The site was annexed by the City in the 1960s and the site's SF-5 zoning would have been established at that time.

ADJACENT ZONING AND LAND USE:

North: SF-5, MH; single-family residences, manufactured home park/subdivision
South: SF-5, LC, single-family residence/farmstead
East: SF-5; Southview Park
West: SF-5; single-family residences

PUBLIC SERVICES: South Meridian Avenue at this location is paved, has a right-of-way width that varies from 80 to 90 feet and has four-through lanes with a center-turn lane. West 45th Street South has 60 feet of full right-of-way and is a paved two-lane street. The closest sanitary sewer manhole is located on the north side of West 45 Street South. Water lines and stormwater improvements are located on both South Meridian Avenue and West 45 Street South.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for "urban residential" uses. The "urban residential" category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large municipality. The range of housing types found include: single-family detached homes, duplexes, townhouses, apartments or multi-family units and special residential accommodations for the elderly. Medium and high density residential uses should be located within walking distance of neighborhood commercial centers, parks schools and public transportation routes. These uses should also be in close proximity to concentrations of employment, major thoroughfares and utility trunk lines. Medium and high-density residential uses should be directly accessible to arterial or collector streets. Medium and high-density residential uses should be sited where they will not overload or create congestion in existing and planned facilities/utilities. Multi-family uses generate approximately 6.6 average daily vehicle trips per dwelling unit or an estimated 277 average daily trips.

RECOMMENDATION: Based upon the information available at the time the staff report was prepared it is recommended that the request be approved subject to platting within one year of final approval.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: North of the application area, across West 45th Street South, the land is zoned SF-5 and Manufactured Housing (MH) district and is developed with single-family residences and a manufactured home park or subdivision. East of the application area is the SF-5 zoned City of Wichita Southview Park. South of the application area is LC Limited Commercial (LC) zoning used that contains a single-family residence or farmstead. Not included in the application area, located on the east side of South Meridian Avenue, approximately mid-way between West 45th Street South and West 47th Street South, are two single-family residences zoned SF-5. West of South Meridian Avenue are single-family residences zoned SF-5 and SF-20 Single-Family Residential (SF-20).

2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned SF-5 which primarily permits single-family residential and a few civic and institutional uses, such as a school, park or church by right. There are other single-family residences located in the general area, presumably the application area would have economic value as currently zoned. However, due to the presence of LC zoning located south of the site, it would be consistent with typical development patterns for office or multi-family zoning to be used as transition zoning between the LC zoning and SF-5 zoning. The requested zoning would provide such a transition.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Code requirements, such buffering, height, screening and landscape standards, minimize known detrimental impacts. A manufactured home park is located on the north side of West 45th Street South, east of South Meridian Avenue.

4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval of the zoning request would potentially add to the inventory of multi-family units available in south-central Wichita. Denial would presumably represent a loss of economic opportunity to the property owner and/or the developer.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for "urban residential" uses. The "urban residential" category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large municipality. The range of housing types found include: single-family detached homes, duplexes, townhouses, apartments or multi-family units and special residential accommodations for the elderly. Medium and high density residential uses should be located within walking distance of neighborhood commercial centers, parks schools and public transportation routes. These uses should also be in close proximity to concentrations of employment, major thoroughfares and utility trunk lines. Medium and high-density residential uses should be directly accessible to arterial or collector streets. Medium and high-density residential uses should be sited where they will not overload or create congestion in existing and planned facilities/utilities. Multi-family uses generate approximately 6.6 average daily vehicle trips per dwelling unit or an estimated 277 average daily trips.

6. Impact of the proposed development on community facilities: At the time of platting any improvements needed to serve the site can be obtained.

DALE MILLER, Planning Staff presented the Staff Report.

There were no public comments.

MOTION: To approve subject to staff recommendation.

DENNIS moved, **RAMSEY** seconded the motion, and it carried (11-0).

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC

FROM: Janet Johnson, Office of Community Services

SUBJECT: ZON2015-00036

DATE: Oct. 6, 2015

On Monday, Oct. 5, the District IV Advisory Board considered a request for B Multi-Family Residential zoning. The applicant is requesting to rezone from the SF-5 Single-FamilyResidential (SF-5) district to the B Multi-Family Residential (B) approximately seven unplatted acres located at the southeast corner of South Meridian Avenue and West 45th Street South. The property is currently undeveloped. The applicant proposes to develop 42 townhome units with a mix of two, three and four-bedrooms.

DAB members had no questions or concerns. Without a quorum the Board took no official action.

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: ZON2015-00039 – City Zone Change from Limited Commercial to Central Business District on Property Generally Located West of Seneca Street, East of Dodge Avenue, on the South Side of Douglas Avenue (District IV)

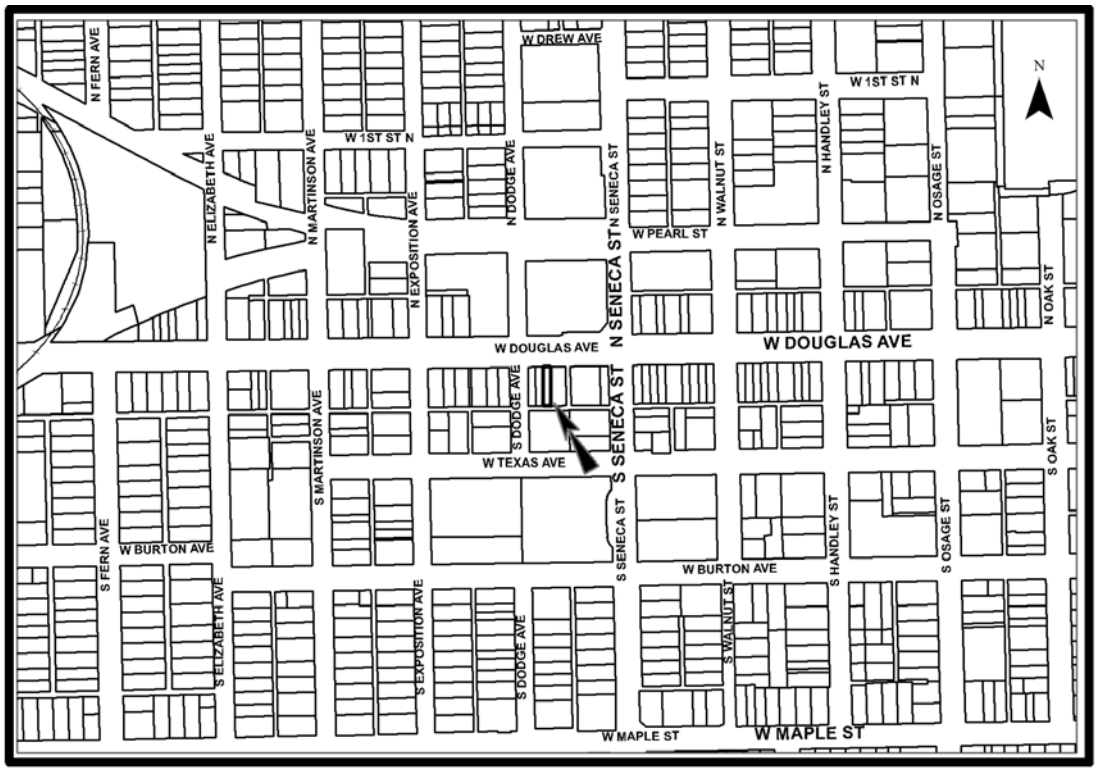
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (11-0).

DAB Recommendation: District Advisory Board IV did not have a quorum.

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



Background: The applicant is requesting a zone change from LC Limited Commercial (LC) to CBD Central Business District (CBD) on the subject site located west of Seneca Street, east of Dodge Avenue on the south side of Douglas Avenue; Lot 15, Douglas Avenue, Martinson's 3rd Addition. The site is located in (and subject to) the D-O Delano Overlay Neighborhood District (D-O). If CBD zoning is approved the site will still be subject to the D-O. The site's brick and stucco one-story downtown row store (built 1920) is currently occupied by a dry cleaners pick-up and drop-off store. In anticipation of any change of use triggering the parking requirements, the applicant is applying for CBD zoning. The applicant owns the abutting LC zoned 25-foot (x) 125-foot west property, which functions as a paved drive-thru and unmarked parallel parking (perhaps five vehicles) for the subject site. The CBD zoning district more effectively resolves such issues as parking (no minimum parking standards) that could be triggered by a change in occupancy. There have been other applications for CBD zoning in the D-O along Douglas Avenue; ZON2013-00038, ZON2014-00030, ZON2015-00023, ZON2015-00034 and ZON2015-00035. In the previous zoning cases a lack of on-site parking was an issue. Prior to the current and recent past CBD zoning requests along this section of Douglas Avenue parking issues were addressed by applications for a variance.

The Delano District was initially developed in the 1870's and then redeveloped in the early 1900's when there were no requirements for property owners to provide on-site parking. Many of the uses in the Delano District do not have on-site parking, but have relied on parking located on public street right-of-way to support their businesses. There is parallel parking on Douglas Avenue in front of the site. The successful 1908 mass production of the Ford Model T is a landmark to our current urban landscape with ownership of cars becoming common, triggering the always present need for parking space for them.

A Metropolitan Area Planning Department (MAPD) parking study of West Douglas Avenue between Sycamore Street and Seneca Street reveals that most of the businesses fronting this described portion of Douglas Avenue do not provide the current code required number of off-street parking spaces. The MAPD analysis estimates that 5,373 off-street spaces are required, but an estimated 3,989 spaces have been provided. Although the site is located one block west of Seneca Street, the development patterns are similar to the study's area.

This section of Douglas Avenue is characterized by the prevalence of brick one to two-story downtown row stores mostly built in the early 1900s. Most of the downtown row stores along this section of Douglas Avenue were built up to the property lines, with no setbacks. It is not uncommon to have apartments located in the second or third story of these buildings, with the commercial uses located on the ground floor. However, the development located west of Seneca Street along Douglas Avenue does begin to introduce more small commercial buildings built after the 1920s and the local commercial development begins to be interrupted by detached single-family residences.

As previously noted the LC zoned site is occupied by a dry cleaners pick-up and drop-off store. Also previously noted, the applicant owns the abutting LC zoned 25-foot (x) 125-foot west property, which functions as a paved drive-thru and unmarked parallel parking (perhaps five vehicles) for the subject site. A LC zoned one-story downtown row store (built 1900) occupied by a recording studio and tax service office is located west of the site's parking and drive-thru lot. A LC zoned one-story commercial building (currently a yoga studio) with an attached two-story residence (built 1940) and a vacant one-story commercial building (built 1960) are located further west of site, across Dodge Street. A LC zoned one-story downtown row store (built 1922) and (separated by a platted 15-foot alley) a small one-story commercial strip building (built 1982) are abutting and adjacent to the east side of the site. North of the site, across Douglas Avenue is a LC, LI Limited Industrial (LI) and GC General Commercial (GC) zoned QuikTrip convenience store (built 2008), a LC vacant one-story building (built 1985) with its parking lot and a LI zoned one-story commercial building (built 1999, currently a thrift store). A platted 15-foot wide alley separates the site from the south adjacent GC zoned one-story funeral home and mortuary (built 1956), its parking lot and a three-story apartment building (built 1925). A B Multi-Family Residential (B) zoned duplex (built 1945) and an undeveloped MF-18 Multi-Family Residential (MF-18) zoned property are located southwest of the site, across Dodge Avenue. A block southeast of the site is a SF-5 Single-Family Residential zoned USD-259 school site (built 1921, 1948, 2003 and 2012).

Analysis: On October 1, 2015, the Metropolitan Area Planning Commission (MAPC) considered and approved (11-0) the requested CBD zoning. There were no protesters at the MAPC meeting.

On October 5, 2015, District Advisory Board (DAB) IV considered the requested CBD zoning. The DAB IV members had no questions or concerns. Because there was no quorum DAB IV took no official action. There were no protesters at the DAB IV meeting. Planning staff has not received protests to the request.

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

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

Recommendation/Actions: It is recommended that the City Council concur with the findings of the MAPC and approve the zoning and place the ordinance on first reading (simple majority of four votes required).

Attachments:

- MAPC minutes
- DAB memo
- Ordinance

OCA 150004

ORDINANCE NO. 50-114

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. ZON2015-00039

Zone change from LC Limited Commercial ("LC") to CBD Central Business District ("CBD") on an approximately 0.70-acre property described as:

Lot 15, Douglas Avenue, Martinson's 3rd Addition, Wichita, Sedgwick County, Kansas, generally located west of Seneca Street, east of Dodge Avenue on the south side of Douglas Avenue.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law

EXCERPT MINUTES OF THE OCTOBER 1, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2015-00039 - Winchester Investments, LLC, c/o Paul Gray (owner/applicant) requests a City zone change from LC Limited Commercial to CBD Central Business District on property described as:

Lot 15, Douglas Avenue, Martinson's 3rd Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting a zone change from LC Limited Commercial to CBD Central Business District on the subject site located west of Seneca Street, east of Dodge Avenue on the south side of Douglas Avenue; Lot 15, Douglas Avenue, Martinson's 3rd Addition. The site is located in (and subject to) the D-O Delano Overlay Neighborhood District. If CBD zoning is approved the site will still be subject to the D-O. The site's brick-stucco one-story downtown row store (built 1920) is currently occupied by a dry cleaners pick-up and drop-off store. In anticipation of any change of use triggering the parking requirements, the applicant is applying for CBD zoning. The applicant owns the abutting LC zoned 25-foot (x) 125-foot west property, which functions as a paved drive-thru and unmarked parallel parking (perhaps five vehicles) for the subject site. In the past parking issues were addressed by applications for a variance. The CBD zoning district more effectively resolves such issues as parking (no minimum parking standards) that could be triggered by a change in occupancy. This is the latest application for CBD zoning in the D-O along Douglas Avenue; ZON2013-00038, ZON2014-00030, ZON2015-00023, ZON2015-00034 and ZON2015-00035. In the previous zoning cases a lack of on-site parking was an issue.

The Delano District was initially developed in the 1870's and then redeveloped in the early 1900's when there were no requirements for property owners to provide on-site parking; production of the Ford Model T began in 1908. Therefore, many of the uses in the Delano District do not have on-site parking, but have relied on parking located on public street right-of-way to support their businesses. There is parallel parking on Douglas Avenue in front of the site.

A Metropolitan Area Planning Department (MAPD) parking study of West Douglas Avenue between Sycamore Street and Seneca Street reveals that most of the businesses fronting this described portion of Douglas Avenue do not provide the current code required number of off-street parking spaces. The MAPD analysis estimates that 5,373 off-street spaces are required, but an estimated 3,989 spaces have been provided. Although the site is located one block west of Seneca Street, the development patterns are similar to the study's area.

This section of Douglas Avenue is characterized by the prevalence of brick one to two-story downtown row stores mostly built in the early 1900s. Most of the downtown row stores along this section of Douglas Avenue were built up to the property lines, with no setbacks. It is not uncommon to have apartments located in the second or third story of these buildings, with the commercial uses located on the ground floor. However, the development located west of Seneca Street along Douglas Avenue does begin to introduce more small commercial buildings built after the 1920s and the commercial development begins to be interrupted by detached single-family residences.

As previously noted the LC zoned site is occupied by a dry cleaners pick-up and drop-off store. As previously noted the applicant owns the abutting LC zoned 25-foot (x) 125-foot west property, which functions as a paved drive-thru and unmarked parallel parking (perhaps five vehicles) for the subject site. A LC zoned one-story downtown row store (built 1900) occupied by a recording studio and tax service office is located west of the site's parking and drive-thru lot. A LC zoned one-story commercial building (currently a yoga studio) with an attached two-story residence (built 1940) and a vacant one-story commercial building (built 1960) are located further west of site, across Dodge Street. A LC zoned one-story downtown row store (built 1922) and (separated by a platted 15-foot alley) a small one-story commercial strip building (built 1982) are abutting and adjacent to the east side of the site. North of the site, across Douglas Avenue is a LC, LI Limited Industrial and GC General Commercial zoned QuikTrip convenience store (built 2008), a LC vacant one-story building (built 1985) with its parking lot and a LI zoned one-story commercial building (built 1999, currently a thrift store). A 15-foot wide alley separates the site from the south adjacent GC zoned one-story funeral home-mortuary (built 1956), its parking lot and a three- story apartment building (built 1925). A B Multi-Family Residential zoned duplex (built 1945) and undeveloped MF-18 Multi-Family Residential property are located southwest of the site, across Dodge Avenue. A block southeast of the site is a SF-5 Single-Family Residential zoned USD-259 school site (built 1921, 1948, 2003 and 2012).

CASE HISTORY: The site, Lot 15, Douglas Avenue, Martinson's 3rd Addition, which was recorded with the Register of Deeds on October 17, 1885.

ADJACENT ZONING AND LAND USE:

NORTH: LC, GC, LI	Convenience store, thrift store, vacant commercial building
SOUTH: GC, MF-18, B, SF-5	Funeral home- mortuary, apartment, duplex, vacant land, public school
EAST: LC	Commercial building, small commercial strip
WEST: LC	Recording studio, tax service, residence, yoga studio, vacant commercial building

PUBLIC SERVICES: The site is served by all normally supplied municipal services. The site has access to the arterial street, Douglas Avenue, which has 100 feet of right-of-way.

CONFORMANCE TO PLANS/POLICIES: The purpose of the LC zoning district is to accommodate retail, commercial, office and other complementary land uses. LC zoning is generally compatible with the "local commercial" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application primarily within the City of Wichita, although it may be appropriate for application in areas of unincorporated Sedgwick County that have been designated as "Wichita 2030 Urban Growth Area."

The purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of the City of Wichita. The CBD district is generally compatible with the "Downtown Regional Center" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application only within the City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited

to zero lot setbacks, shared parking, public streetscapes as landscaping and urban design elements and mixed uses within a building. Douglas Avenue is the main east-west street in downtown Wichita and is located in the middle of the downtown core area. The requested CBD zoning is the appropriate zoning for this Douglas Avenue site, which is located west (across the Arkansas River) of the original CBD zoned core of downtown Wichita. The area the site is located in shares some similar patterns of uses as the original CBD core area.

The site is subject to the D-O Delano Overlay Neighborhood District, which indicates the site is appropriate for commercial mixed uses. The intent of the commercial mixed use designation is to encourage true mixed-use facilities wherein there is commercial and/or offices on the ground floor, and residential above.

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

This recommendation is based on the following findings:

(1)The zoning, uses and character of the neighborhood: This section of Douglas Avenue is characterized by the prevalence of brick one to two-story downtown row stores mostly built in the early 1900s. However, the development located west of Seneca Street along Douglas Avenue does begin to introduce more small commercial buildings built after the 1920s and the commercial development begins to be interrupted by detached single-family residences.

The LC zoned site is occupied by a dry cleaners pick-up and drop-off store. The applicant owns the abutting LC zoned 25-foot (x) 125-foot west property, which functions as a paved drive-thru and unmarked parallel parking (perhaps five vehicles) for the subject site. A LC zoned one-story downtown row store (built 1900) occupied by a recording studio and tax service office is located west of the site. A LC zoned one-story commercial building (currently a yoga studio) with an attached two-story residence (both built 1940) and a vacant one-story commercial building (built 1960) are located further west of site, across Dodge Street. A LC zoned one-story downtown row store (built 1922) and (separated by a platted 15-foot alley) a small one-story commercial strip building (built 1982) are abutting and adjacent to the east side of the site. North of the site, across Douglas Avenue is a LC, LI Limited Industrial and GC General Commercial zoned QuikTrip convenience store (built 2008), a LC vacant one-story building (formerly a Braum's ice cream store, built 1985) with its parking lot and a LI zoned one-story commercial building (built 1999, currently a thrift store). A 15-foot wide alley separates the site from the south adjacent GC zoned one-story funeral home-mortuary (built 1956), its parking lot and a three- story apartment building (built 1925). A B Multi-Family Residential zoned duplex (built 1945) and undeveloped MF-18 Multi-Family Residential are located southwest of the site, across Dodge Avenue. A block southeast of the site is a SF-5 Single-Family Residential zoned USD-259 school site (built 1921, 1948, 2003 and 2012).

(2) The suitability of the subject property for the uses to which it has been restricted: The site is zoned LC, subject to the D-O Delano Overlay, which permits a wide range of uses including residential, office and retail sales, subject to the Delano Overlay. Surrounding property is zoned similarly as the subject site. As currently zoned, the site could continue to be used as dry cleaners pick-up and drop-off store.

(3) Extent to which removal of the restrictions will detrimentally affect nearby property: The CBD district permits a broader range of commercial uses; however, the D-O district prohibits a significant range of uses regardless of a site's base zoning. The D-O district also requires a substantial number of uses to obtain "conditional use" approval even though the use may be a permitted use by the base zoning district: car wash, manufacturing, warehousing or wholesale or business services. Because of the overlay zoning district, approval of the request should not negatively impact nearby uses. However, the requested CBD zoning could allow a change of uses (subject to the D-O) without triggering the current parking standards, which could require a variance to resolve as had been done in the past.

(4) Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The purpose of the LC zoning district is to accommodate retail, commercial, office and other complementary land uses. LC zoning is generally compatible with the "local commercial" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application primarily within the City of Wichita, although it may be appropriate for application in areas of unincorporated Sedgwick County that have been designated as "Wichita 2030 Urban Growth Area."

The purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of the City of Wichita. The CBD district is generally compatible with the "Downtown Regional Center" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application only within the City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited to zero lot setbacks, shared parking, public streetscapes as landscaping and urban design elements and mixed uses within a building. Douglas Avenue is the main east-west street in downtown Wichita and is located in the middle of the downtown core of Wichita. The requested CBD zoning is the appropriate zoning for this Douglas Avenue site, which is located west (across the Arkansas River) of the original CBD zoned downtown core of Wichita. The area the site is located in shares some similar patterns of uses as the original CBD core area.

The Delano Neighborhood Plan indicates the site is appropriate for commercial mixed uses. The intent of the commercial mixed use designation is to encourage true mixed-use facilities wherein there is commercial and/or offices on the ground floor, and residential above.

(5) Impact of the proposed development on community facilities: There will be minimal impact on community facilities.

BILL LONGNECKER, Planning Staff presented the Staff Report.

There were no public comments.

MOTION: To approve subject to staff recommendation.

DENNIS moved, **RAMSEY** seconded the motion, and it carried (11-0).

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC

FROM: Janet Johnson, Office of Community Services

SUBJECT: ZON2015-00039

DATE: Oct. 6, 2015

On Monday, Oct. 5, the District IV Advisory Board considered a request for a Central Business District. The applicant is requesting a zone change from LC Limited Commercial to CBD Central Business District on the subject site located west of Seneca Street, east of Dodge Avenue on the south side of Douglas Avenue; Lot 15, Douglas Avenue, Martinson's 3rd Addition. The site is located in (and subject to) the D-O Delano Overlay Neighborhood District. If CBD zoning is approved the site will still be subject to the D-O. The site's brick-stucco one-story downtown row store (built 1920) is currently occupied by a dry cleaners pick-up and drop-off store. In anticipation of any change of use triggering the parking requirements, the applicant is applying for CBD zoning.

DAB members had no questions or concerns. Without a quorum the Board took no official action.

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: ZON2015-00040 – Zone Change from Limited Industrial to Central Business District Subject to the Delano Overlay District on Property Generally Located West of Seneca Street, on the northeast corner of North Elizabeth Avenue and West Douglas Avenue (District VI)

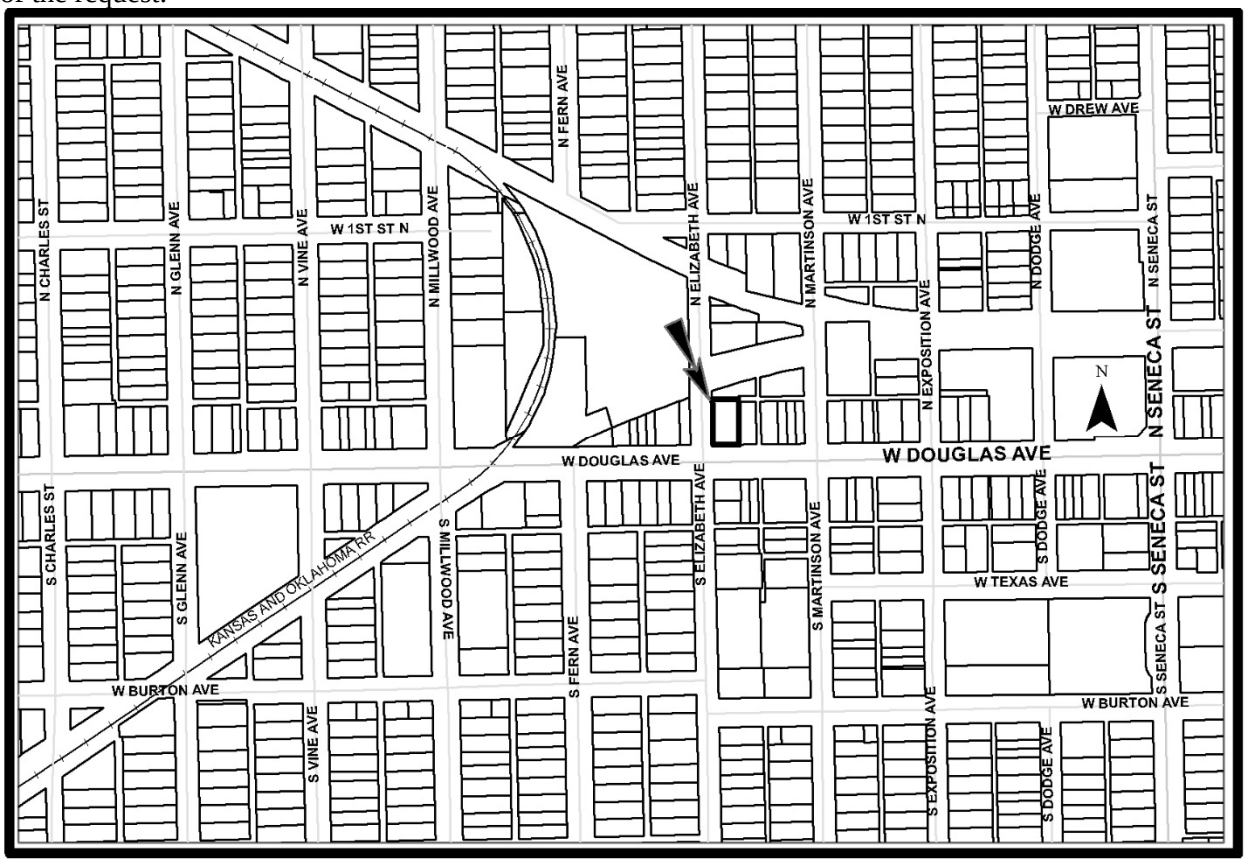
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (11-1).

DAB Recommendation: District Advisory Board VI recommended approval (5-0).

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



Background: The applicant is seeking a zone change from Limited Industrial (LI), subject to the Delano Overlay (D-O) district to the Central Business District for property located at the northeast corner of West Douglas Avenue and North Elizabeth Avenue (1420 and 1440 West Douglas Avenue). The property is developed with a commercial building used for warehouse distribution and storage with associated parking. The property is platted as Lots 76, 78 and 80 Supplemental Plat to Martinson's 1st Addition, recorded in 1912. The property contains approximately 10,026.64 square feet. A 15-foot east-west alley was originally platted along the north line of Lots 76-80; however, that segment of the alley was vacated by Ordinance 11-471, and is owned by the applicant. The applicant is seeking the zone change to allow for increased flexibility in uses and the elimination of the requirement for the property to have to provide off-street parking.

Property located north of the site is developed with warehouse distribution/storage, and is zoned LI. Lots located to the east are zoned Limited Commercial (LC) and LI, and are developed with a fast food restaurant. South, across West Douglas Avenue, the land is zoned LC, and is developed with retail and commercial uses. Land located to the southwest is zoned LC, and is an auto repair establishment. West of the site, across Elizabeth Avenue are row commercial, retail and office uses zoned LC and LI.

The site is located in and subject to the Delano Overlay Neighborhood District (D-O) that established land use and site development policies specific to the district.

The Delano District was initially developed in the 1870's and then redeveloped in the early 1900's when there were no requirements for off-street parking. Therefore, many of the uses in the Delano District do not have, or have only minimal, off-street parking and rely upon public parking located in the street right-of-way. Central Business District zoning mitigates site development issues for older portions of the core area, such as the requirement to provide off-street parking (off-street parking is not required of CBD zoned property) and reduced setback requirements (the CBD district permits zero setbacks; setbacks in the LI district vary from zero to 20-feet).

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

Analysis: On October 15, 2015, the Metropolitan Area Planning Commission (MAPC) considered the application and approved (11-1). Other than the applicant there was not anyone present to speak to the request.

District Advisory Board (DAB) VI reviewed the request on October 21, 2015, and recommended approval (5-0). No neighbors were present to speak about the request.

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

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

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

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

Attachments: MAPC minutes, DAB IV minutes and ordinance.

OCA 150004

ORDINANCE NO. 50-115

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. ZON2015-00040

Zone change request from LI Limited Industrial to CBD Central Business District on property described as Lots 76, 78 & 80, Chicago now Douglas Avenue, Supplemental Plat to Martinson's 1st Addition to Wichita, Sedgwick County, Kansas.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 24 day of November, 2015.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law

EXCERPT MINUTES OF THE OCTOBER 15, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2015-00040 – 1400 Douglas Group, LLC (Paul Gray) request a City zone change from LI Limited Industrial to CBD Central Business District on property described as:

Lots 76, 78 and 80, Chicago now Douglas Avenue, Supplemental Plat to Martinson's 1st Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is seeking a zone change from Limited Industrial (LI), subject to the Delano Overlay (D-O) district for property located at the northeast corner of West Douglas Avenue and North Elizabeth Avenue (1420 and 1440 West Douglas Avenue). The property is developed with a commercial building used for warehouse distribution and storage with associated parking. The property is platted as Lots 76, 78 and 80 Supplemental Plat to Martinson's 1st Addition, recorded in 1912. The property contains approximately 10,026.64 square feet. A 15-foot east-west alley was originally platted along the north line of Lots 76-80; however, that segment of the alley was vacated by Ordinance 11-471, and is owned by the applicant. The applicant is seeking the zone change to allow for increased flexibility in uses and the elimination of the requirement for the property to have to provide off-street parking.

Property located north of the site is developed with warehouse distribution/storage, and is zoned LI. Lots located to the east are zoned Limited Commercial (LC) and LI, and are developed with a fast food restaurant. South, across West Douglas Avenue, the land is zoned LC, and is developed with retail and commercial uses. Land located to the southwest is zoned LC, and is an auto repair establishment. West of the site, across Elizabeth Avenue are row commercial, retail and office uses zoned LC and LI.

The site is located in and subject to the Delano Overlay Neighborhood District (D-O) that established land use and site development policies specific to the district.

The Delano District was initially developed in the 1870's and then redeveloped in the early 1900's when there were no requirements for off-street parking. Therefore, many of the uses in the Delano District do not have, or have only minimal, off-street parking and rely upon public parking located in the street right-of-way. Central Business District zoning mitigates site development issues for older portions of the core area, such as the requirement to provide off-street parking (off-street parking is not required of CBD zoned property) and reduced setback requirements (the CBD district permits zero setbacks; setbacks in the LI district vary from zero to 20 feet).

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

CASE HISTORY: The property was included in the Delano Neighborhood Revitalization Plan (2001) and Delano Overlay Neighborhood District (D-O) (DR2003-00009).

ADJACENT ZONING AND LAND USE:

North: LI; warehouse distribution/storage
South: LC; retail
East: LC and LI; fast food restaurant
West: LC; row retail/commercial

PUBLIC SERVICES: The site is served by all normally supplied municipal services. The site has access to the arterial street, West Douglas Avenue, which has 100 feet of right-of-way.

CONFORMANCE TO PLANS/POLICIES: The Delano Neighborhood Plan map depicts the site as appropriate for "commercial mixed use."

The purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of Wichita. Central Business District zoning is generally compatible with the "Downtown Regional Center" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application only within the City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses
and site development standards such as but not limited to zero lot setbacks, shared parking, public
streetscapes as landscaping and urban design elements and mixed uses within a building. The requested CBD zoning is the appropriate zoning for the subject site, which is located west, across the Arkansas River from the original CBD zoned core of downtown Wichita. The application area shares some similar patterns of development and uses as the original core CBD area.

The Delano Neighborhood Plan indicates the site is appropriate for commercial mixed uses. The intent of the commercial mixed use designation is to encourage true mixed-use facilities wherein there are commercial and/or office uses on the ground floor and residential above.

RECOMMENDATION: Based upon the information available at the time the staff report was prepared it is recommended that the request be approved.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Property located north of the site is developed with warehouse distribution/storage, and is zoned LI. Lots located to the east are zoned Limited Commercial (LC) and LI, and are developed with a fast food restaurant. South, across West Douglas Avenue, the land is zoned LC, and is developed with retail and commercial uses. Land located to the southwest is zoned LC, and is an auto repair establishment. West of the site, across Elizabeth Avenue are row commercial, retail and office uses zoned LC and LI.

2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned LI subject to the Delano Overlay development standards, which permits a wide range of office, commercial and industrial uses by right. The property can be economically viable as currently zoned.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The CBD district permits a broader range of uses than the surrounding LI and LC zoned properties; however, the site will still be subject to the Delano Overlay district development standards that should minimize any known negative impacts. Primarily, the zone change will eliminate the requirement to provide off-street parking.

4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Rezoning the site to CBD would potentially offer a wider range of uses which should make the property more valuable, which, in turn, should aid in keeping the site occupied with services or uses utilized by neighborhood residents.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The Delano Neighborhood Plan map depicts the site as appropriate for "commercial mixed use."

   The purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of Wichita. Central Business District zoning is generally compatible with the "Downtown Regional Center" designation of the
   City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited to zero lot setbacks, shared parking, public streetscapes as landscaping and urban design elements and mixed uses within a building. The requested CBD zoning is the appropriate zoning for the subject site, which is located west, across the Arkansas River from the original CBD zoned core of downtown Wichita. The application area shares some similar patterns of development and uses as the original core CBD area.

   The Delano Neighborhood Plan indicates the site is appropriate for commercial mixed uses. The intent of the commercial mixed use designation is to encourage true mixed-use facilities wherein there are commercial and/or office uses on the ground floor and residential above.

6. Impact of the proposed development on community facilities: None identified. The site has had access to public services for many years.

DALE MILLER, Planning Staff presented the Staff Report.

PAUL GRAY, APPLICANT, 1861 N. ROCK ROAD, STE 200 said this was part of a proactive effort by he and his partners to convert multiple properties in the Delano area to CBD zoning for consistency among the properties and to alleviate parking issues as they transition to new tenants at the various locations. He said they believe tearing down buildings to create parking stalls is counterproductive to revitalization efforts in Delano. He said he would like the City to look at overlay options and a universal parking plan in the area in the future similar to what was done in Old Town.

DAILEY asked the applicant about other properties he owns in the area.

GRAY briefly reviewed properties owned in the area including Rubens Mexican Restaurant and Picasso Pizza. He said the Picasso Pizza site has come to the Planning Commission for rezoning to CBD previously because MABCD would not issue a permit due to lack of parking.

RICHARDSON asked where patrons are supposed to park.

GRAY said there are three spaces in the front of the location, plus patrons can park along Elizabeth Street. He said there is also potential parking in the rear of the building at the dock area. He said the parking solution isn't apparent for each individual parcel. He said it is difficult to come up with a solution depending on who the tenant is. He said people can park on the streets like they do in Old Town and downtown. He said he wishes he had a better answer but he can't tell if there is enough parking for a tenant five years from now.

NEAL STONG, 3441 W. HARRY said he owns the Nu-Way Store at 1416 West Douglas. He said in 1998 he added on to the building and he was required to provide 40 parking spaces. He said now he has a neighbor who wants to increase the use of his building and there is not adequate parking in the area. He said people are already using his parking lot to park in instead of parking on the streets. He said this location is quite a ways away from the action in the Delano area. He said he is not trying to be hard to get along with but he doesn't know where people are going to park. He said he doesn't have a problem if they park in his parking when he is not busy, but when Nu-Way is busy, it is a problem. He said he pays the taxes and costs of repair to the lot. He said there are three parking spaces on Douglas and one on Elizabeth. He commented that the tenant, a nice young man who is trying to make a living, is currently selling plants, fertilizer and seeds. He said he knows the more people that come into the area, the better business is for everyone, but he doesn't know where they are going to park. He mentioned a tattoo business to the east and said he doesn't know what his recourse is if people continue to park in his parking lot. He said his store has been at this location since 1930 and he would like to be there for another 85 years.

GRAY commented that there is a possibility in the future, if they have continued demand for parking and have a strong tenant, to increase the amount of parking spaces by opening up the area that is currently landscaped. He said even if that area is opened up, it still may not fit the current threshold and regulations regarding parking. He said the current zoning is LI so several uses could go into the building that may require increased parking. He said they are asking for some latitude to help them negotiate with a tenant instead of waiting four months for some type of parking plan in the area.

ELLISON referred to the aerial of the location and asked what was the blue area north of the property.

GRAY explained that it was abandoned railroad deeded back to City about 15-20 years ago. He said there was some talk around eight years ago about making it into a walking/biking path. He said there was also some interest at one time in creating parking; however, when the economy changed in 2007-2008, those ideas went by the wayside.

ELLISON commented that in his opinion the whole Delano area is hampered for the small business owner by the lack of parking. He said the parking issue is stunting the growth of the area and possible future business activities.

GRAY said he agreed. He added that he is sympathetic to the concerns of his neighbor and believes Mr. Stong had to overcome a lot of challenges to get the parking he has. He said they will be their best as neighbors to talk to their tenants and post signs regarding parking to divert people to park where they are supposed to and not in the private parking spaces of adjacent property owners.

FOSTER asked staff about the idea of a universal parking solution. He said the more these locations are rezoned to CBD zoning, it is going to force the City to come up with a solution.

MILLER said if private property owners can't solve the problem and there is "poaching" of parking spaces, then that would create issues that have to be addressed. He explained that the City created a Parking District in Old Town up front charging tenants and owners a monthly fee to build public parking. He said at the time the Delano Plan was adopted, the owners and tenants were not interested in the City doing that to address any parking issues.

BARBER commented that about one and one half years ago, Planning Staff did a parking analysis in the area of Seneca to Sycamore, which is located east of this area. He said there are parking problems there as well. He said they came up with different solutions and options but could not find agreement among property owners. He said they were reluctant to move forward without the support of the local community.

MOTION: To approve subject to staff recommendation.

GOOLSBY moved, **RAMSEY** seconded the motion, and it carried (11-1).
ELLISON – No.

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: City Council

FROM: Martha Sanchez, Community Liaison, District VI

SUBJECT: **ZON2015-00040**

DATE: October 21, 2015

On Wednesday, October 21, 2015, the District VI Advisory Board considered a request from applicant 1400 Douglas Group, LLC (Paul Grey) is requesting a zoning change to CBD Central Business District. The proposed site is currently zoned Limited Industrial, subject to the Delano Overlay District, .23018 acre in size and is located at 1420 and 1440 West Douglas Avenue.

Recommended Action: Planning staff recommends that the request for CBD Central Business District zoning be approved based on the findings listed in the staff report.

The DAB Members were provided with the MAPD staff report with a recommendation to approve.

The DAB members voted (5-0) to recommend approval of the request for CBD zoning.

Please review this information when **ZON2015-00040** is considered.

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: ZON2015-00041 – Zone Change from Limited Industrial to Central Business District Subject to the Delano Overlay District on Property Generally Located West of Seneca Street, West of North Elizabeth Avenue on the North Side of West Douglas Avenue (1520 West Douglas Avenue) (District VI)

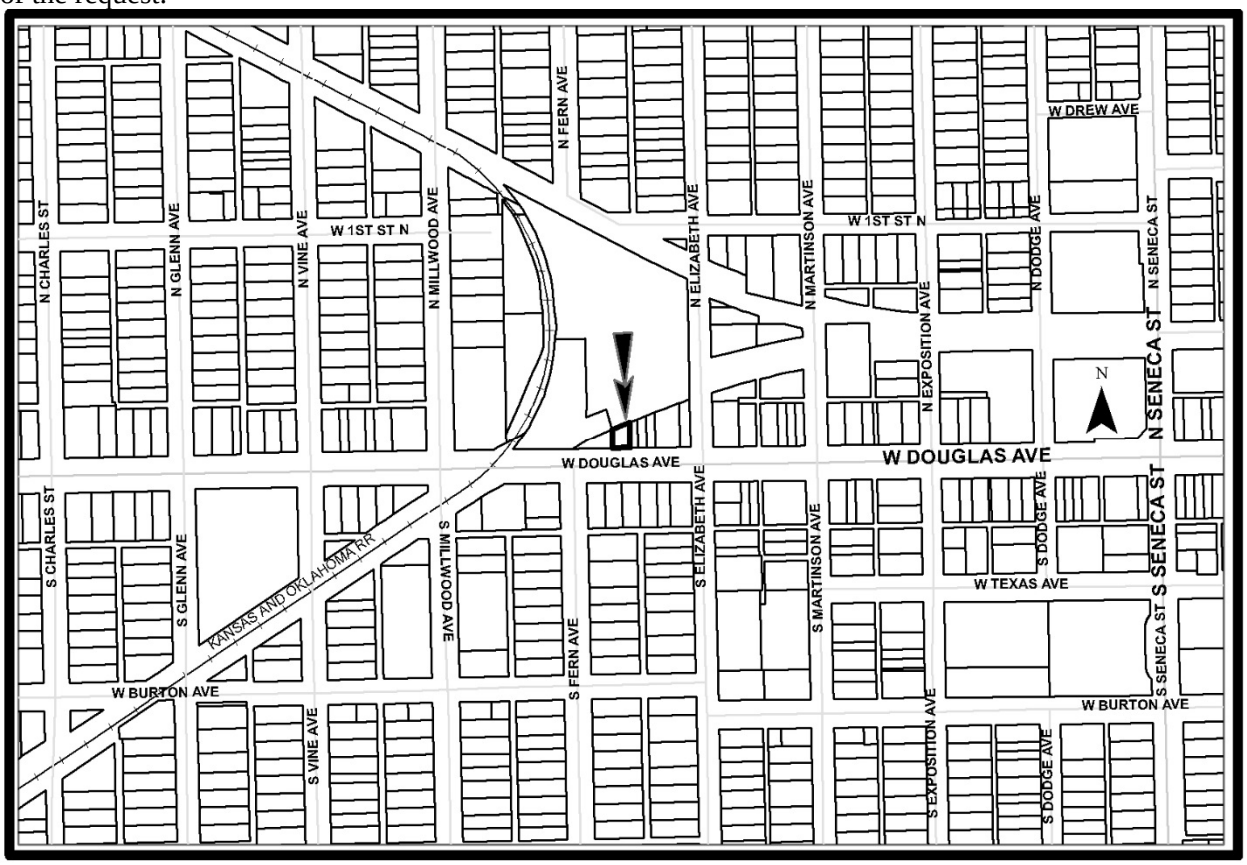
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (12-0).

DAB Recommendation: District Advisory Board VI recommended approval (5-0).

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



Background: The applicant is seeking to rezone 1520 West Douglas Avenue from Limited Industrial (LI) to the Central Business District (DBD). The site contains 3,232.58 square feet, and is developed with a row commercial building. The subject site is platted as Lots 21 and 22, Block 8, Junction Town Company Addition. The applicant is seeking the zone change to allow for increased flexibility in uses and the elimination of the requirement for the property to provide off-street parking. Central Business District zoning is the only zoning district that does not require off-street parking. There have been other requests for CBD zoning in the Delano District that have been approved or are pending a decision: ZON2013-00038, ZON2014-00030, ZON2015-00023, ZON2015-00034, ZON2015-00035, ZON2015-00039, ZON2015-00040 and ZON2015-00041.

Land located north of the application area is zoned General Commercial (GC) and LI, and is used for parking, office and outdoor storage. Land located east, south (across West Douglas Avenue) and west of the subject site is zoned Limited Commercial (LC), and is developed with either row commercial or single-family residential uses.

The site is located in and subject to the Delano Overlay Neighborhood District (D-O) that established land use and site development policies specific to the district. For example, even though a car wash or car sales are permitted by right in some zoning districts, the D-O district requires conditional use approval.

The Delano District was initially developed in the 1870's, and then redeveloped in the early 1900's when there were no requirements for off-street parking. Therefore, many of the uses in the Delano District do not have, or have only minimal, off-street parking, and rely upon public parking located in the street right-of-way. Central Business District zoning mitigates site development issues for older portions of the core area, such as the requirement to provide off-street parking and reduced building setback requirements (the CBD district permits zero setbacks; setbacks in the LI district vary from zero to 20 feet).

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

Analysis: On October 15, 2015, the Metropolitan Area Planning Commission (MAPC) considered the application and approved the request (12-1). One property owner objected to the request. The objection was based upon the circumstance that the property had off-street parking spaces that were being used by nearby businesses. The property owner was concerned that approval of the request could lead to more pressure on his off-street spaces.

District Advisory Board (DAB) VI reviewed the request on October 21, 2015, and recommended approval (5-0). No neighbors were present to speak about the request.

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

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

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

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

Attachments: MAPC minutes, DAB IV minutes and ordinance.

OCA 150004

ORDINANCE NO. 50-116

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. ZON2015-00041

Zone change request from LI Limited Industrial to CBD Central Business District on property described as Lots 21 and 22, Block 8, Junction Town Company Addition to Wichita, Sedgwick County, Kansas.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 24 day of November, 2015.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law

EXCERPT MINUTES OF THE OCTOBER 15, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2015-00041 - F&T Properties, LLC and 1520 W. Douglas, LLC (Paul Gray) request a City zone change from LI Limited Industrial to CBD Central Business District on property described as:

Lots 21 and 22, Block 8, Junction Town Company Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is seeking to rezone 1520 West Douglas Avenue from Limited Industrial (LI) to the Central Business District (DBD). The site contains 3,232.58 square feet, and is developed with a row commercial building. The subject site is platted as Lots 21 and 22, Block 8, Junction Town Company Addition. The applicant is seeking the zone change to allow for increased flexibility in uses and the elimination of the requirement for the property to provide off-street parking. Central Business District zoning is the only zoning district that does not require off-street parking. There have been other requests for CBD zoning in the Delano District that have been approved or are pending a decision: ZON2013-00038, ZON2014-00030, ZON2015-00023, ZON2015-00034, ZON2015-00035, ZON2015-00039, ZON2015-00040 and ZON2015-00041.

Land located north of the application area is zoned General Commercial (GC) and LI, and is used for parking, office and outdoor storage. Land located east, south (across West Douglas Avenue) and west of the subject site is zoned Limited Commercial (LC), and is developed with either row commercial or single-family residential uses.

The site is located in and subject to the Delano Overlay Neighborhood District (D-O) that established land use and site development policies specific to the district. For example, even though a car wash or car sales are permitted by right in some zoning districts, the D-O district requires conditional use approval.

The Delano District was initially developed in the 1870's, and then redeveloped in the early 1900's when there were no requirements for off-street parking. Therefore, many of the uses in the Delano District do not have, or have only minimal, off-street parking, and rely upon public parking located in the street right-of-way. Central Business District zoning mitigates site development issues for older portions of the core area, such as the requirement to provide off-street parking and reduced building setback requirements (the CBD district permits zero setbacks; setbacks in the LI district vary from zero to 20 feet).

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

CASE HISTORY: The property was included in the Delano Neighborhood Revitalization Plan (2001) and Delano Overlay Neighborhood District (D-O) (DR2003-00009).

ADJACENT ZONING AND LAND USE:

North: GC, LI; parking, office, outside storage
South: LC; single-family residences
East: LC; row commercial uses
West: LC; row commercial uses

PUBLIC SERVICES: The site is served by all normally supplied municipal services. The site has access to the arterial street, West Douglas Avenue, which has 100 feet of right-of-way.

CONFORMANCE TO PLANS/POLICIES: The Delano Neighborhood Plan map depicts the site as appropriate for "commercial mixed use."

The purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of Wichita. Central Business District zoning is generally compatible with the "Downtown Regional Center" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application only within the City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited to zero lot setbacks, shared parking, public streetscapes as landscaping and urban design elements and mixed uses within a building. The requested CBD zoning is the appropriate zoning for the subject site, which is located west, across the Arkansas River from the original CBD zoned core of downtown Wichita. The application area shares some similar patterns of development and uses as the original core CBD area.

The Delano Neighborhood Plan indicates the site is appropriate for commercial mixed uses. The intent of the commercial mixed use designation is to encourage true mixed-use facilities wherein there are commercial and/or office uses on the ground floor and residential above.

RECOMMENDATION: Based upon the information available at the time the staff report was prepared it is recommended that the request be approved.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Land located to the north of the application area is zoned GC and LI, and is used for parking, office and outdoor storage. Land located to the east, south (across West Douglas Avenue) and west is zoned LC, and is developed with either row commercial or single-family residential uses. The application area and the land surrounding it are part of the Delano District, one of the older developed areas in Wichita. The site and the property surrounding it are subject to the Delano Overlay district that contain unique development standards.

2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned LI subject to the Delano Overlay district. The LI zoning district and the D-O district permit a wide range of industrial, commercial and office uses, which presumably provide the site with economic value. Property zoned LI is required to provide off-street parking, which the CBD district does not require.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The CBD district permits a broader range of uses than the surrounding LI and LC zoned properties; however, the site will still be subject to the Delano Overlay district development standards that should minimize any known negative impacts. Primarily, the zone change will eliminate the requirement to provide off-street parking.

4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Rezoning the site to CBD would potentially offer a wider range of uses which should make the property more valuable, which, in turn, should aid in keeping the site occupied with services or uses utilized by neighborhood residents.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The Delano Neighborhood Plan map depicts the site as appropriate for "commercial mixed use."

   The purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of Wichita. Central Business District zoning is generally compatible with the "Downtown Regional Center" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application only within the City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited to zero lot setbacks, shared parking, public streetscapes as landscaping and urban design elements and mixed uses within a building. The requested CBD zoning is the appropriate zoning for the subject site, which is located west, across the Arkansas River from the original CBD zoned core of downtown Wichita. The application area shares some similar patterns of development and uses as the original core CBD area.

   The Delano Neighborhood Plan indicates the site is appropriate for commercial mixed uses. The intent of the commercial mixed use designation is to encourage true mixed-use facilities wherein there are commercial and/or office uses on the ground floor and residential above.

6. Impact of the proposed development on community facilities: The application area is located in an area of town that has been served by community facilities for many years. Approval of the request will not negatively impact community facilities.

DALE MILLER, Planning Staff presented the Staff Report.

There were no public comments.

MOTION: To approve subject to staff recommendation.

GOOLSBY moved, **RICHARDSON** the motion, and it carried (12-0).

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: City Council

FROM: Martha Sanchez, Community Liaison, District VI

SUBJECT: **ZON2015-00041**

DATE: October 21, 2015

On Wednesday, October 21, 2015, the District VI Advisory Board considered a request from applicant F&T, LLC and 1520 W Douglas Group, LLC (Paul Grey) is requesting a zoning change to CBD Central Business District. The proposed site is currently zoned Limited Industrial, subject to the Delano Overlay District, .07421 acre in size and is located at 1520 West Douglas Avenue.

Recommended Action: Planning staff recommends that the request for CBD Central Business District zoning be approved based on the findings listed in the staff report.

The DAB Members were provided with the MAPD staff report with a recommendation to approve.

The DAB members voted (5-0) to recommend approval of the request for CBD zoning.

Please review this information when **ZON2015-00040** is considered.

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: ZON2015-00042 – City Zone Change from TF-3 Two-Family Residential, MR-29 Multi-Family Residential and B Multi-Family Residential to LC Limited Commercial on Property Generally Located Southeast of the Intersection of East Harry Street and South Oliver Avenue. (District III)

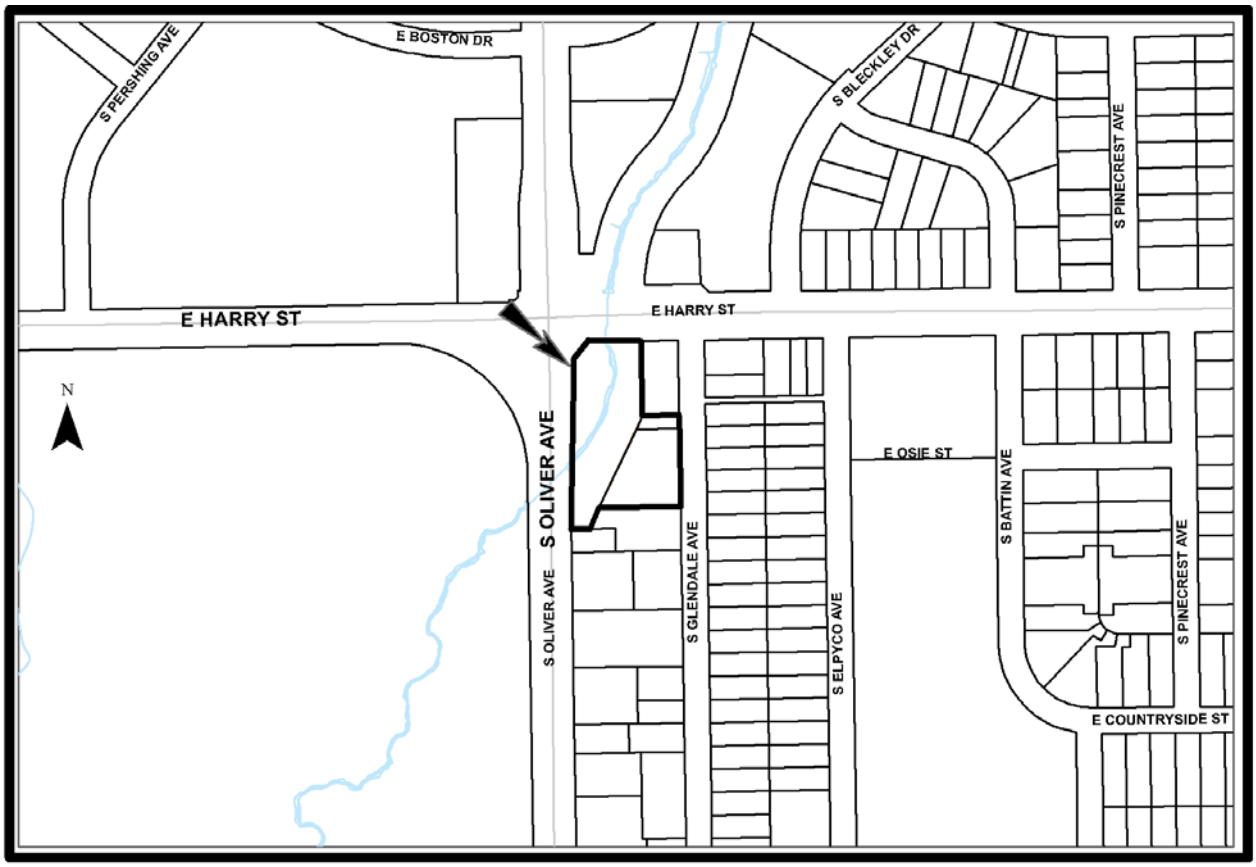
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (10-2).

DAB Recommendation: District Advisory Board IIII recommended approval of the request (6-1).

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



Background: The application area is located at the southeast corner of the intersection of South Oliver Avenue and East Harry Street (4805 E. Harry St. and 1641 S. Glendale Ave.) The subject property is 1.14 acres of unplatted landed currently owned by the City of Wichita, .062 acres described as the north 30 feet of lot 2, McGovney Addition and .58 acres of lot 1, in Replat of lots 3 and 4 and part of lot 2, McGovney Addition, Wichita, Sedgwick County, Kansas. The unplatted portion of the subject site is zoned TF-3 Two-family Residential, the north 30 feet of lot 2 is zoned MF-29 Multi-family Residential and the Replat of lots 3 and 4 is zoned B Multi-family Residential. The applicant is seeking LC Limited Commercial ("LC") zoning for the property. The majority of the property is currently undeveloped, while .58 acres of the property currently zoned B is developed with a garden apartment complex. It is proposed that this site will be redeveloped into a new convenience store.

East Harry Street at this location has sixty five-feet of half-street right-of-way, and is developed as a four-lane (turning to seven lanes with turn lanes) arterial. South Oliver Avenue at this location has fifty five-feet of half-street right-of-way, and is developed as a four-lane (turning to seven lanes with turn lanes) arterial. South Glendale Avenue at this location has thirty-feet of half-street right-of-way, and is developed as a two-lane residential/local road.

The property will have frontage along Harry Street and Oliver Avenue, which are significant commercial arterials, which in July 2015 carried in both directions approximately 37,000 (Harry Street) and 26,500 (Oliver Avenue) vehicles on an average day. A number of properties fronting Oliver Avenue and Harry Street are zoned LC and developed with restaurants, retail sales, personal service or personal care uses and offices. Land to the east are zoned TF-3 and are developed with residential uses. Property to the south is zoned both TF-3 and LC Limited Commercial and is developed with offices and an electrical substation. Property north (across Harry Street) of the site is zoned LC and is developed with offices. Property west of the site (Across Oliver Avenue) is zoned SF-5 Single-family Residential and is developed with a golf course.

Analysis: On October 7, 2015, District Advisory Board (DAB) II considered the requested LC zoning. There were protesters at the DAB III meeting. DAB III voted 6-1 to approve the request.

On October 15, 2015, the Metropolitan Area Planning Commission (MAPC) considered the request. There were protesters at the MAPC meeting. The MAPC voted 10-2 to approve the requested LC zoning with a Protected Overlay:

1. The landscaped street yards where abutting residentially zoned property on the east side of Glendale Avenue shall be required to provide an increase in the landscape requirements equivalent to 1.5 times.
2. A six foot tall solid masonry screening wall shall be installed where abutting residentially zoned property on the east side of Glendale Avenue, provided however, one drive opening shall be allowed. The six foot tall wall may be shortened at the drive location allowing for proper traffic and pedestrian visibility sight triangles
3. The property shall be re-platted prior to the issuance of a final building permit.

Planning staff has not received protests to the request.

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

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

Recommendation/Actions: It is recommended that the City Council concur with the findings of the MAPC and approve the zoning with the provisions of Protective Overlay 301 and place the ordinance on first reading (simple majority of four votes required).

Attachments:

- MAPC minutes
- DAB memo
- Ordinance

(150004) Published in The Wichita Eagle on November 27, 2015

ORDINANCE NO. 50-117

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. ZON2015-00042

Zone change request from TF-3 Two-family Residential ("TF-3"), MF-29 Multi-family Residential ("MF-29") and B Multi-family Residential ("B") to LC Limited Commercial ("LC") and the provisions of Protective Overlay #301:

1. The landscaped street yards where abutting residentially zoned property on the east side of Glendale Avenue shall be required to provide an increase in the landscape requirements equivalent to 1.5 times.
2. A six foot tall solid masonry screening wall shall be installed where abutting residentially zoned property on the east side of Glendale Avenue, provided however, one drive opening shall be allowed. The six foot tall wall may be shortened at the drive location allowing for proper traffic and pedestrian visibility sight triangles
3. The property shall be re-platted prior to the issuance of a final building permit.

On property described as:

Commencing at the Northwest Corner of said Northwest Quarter; thence East along the north line of said Quarter, 60 feet; thence South parallel with the west line of said Quarter, 50 feet; thence East parallel with said north line, 35 feet to the Point of Beginning; thence East parallel with said north line, 121.5 feet to the Northwest Corner of Lot 1, McGovney Addition to Wichita, Kansas; thence South along the west line of said Lot 1, 169.1 feet to the Southwest Corner of said Lot 1; thence Southwesterly along the west line of Lot 2, said Addition and the west line of Replat of Lots 3 & 4 & part of Lot 2, McGovney Addition to Wichita, Kansas, 232.91 feet, more or less, to the southwest corner of said Replat, said point being 428 feet south and 113.5 feet east of the Northwest Corner of said Quarter; thence Southwesterly along the west line of a tract of land described in Deed Book 981, Page 109, 52.5 feet to the north line of Lot 1, McGovney Second Addition to Wichita, Sedgwick County, Kansas; thence West along said north line, 30 feet; thence North parallel with and 60 feet east of the west line of said Quarter, 390 feet; thence Northeast, 49.5 feet to the Point of Beginning, AND The North 30 feet of Lot 2, McGovney Addition to Wichita, Kansas, Sedgwick County, Kansas, AND Lot 1, in Replat of Lots 3 & 4 & Part of Lot 2, McGovney Addition to Wichita, Kansas, Sedgwick County, Kansas, generally located southeast of the intersection of East Harry Street and South Oliver Avenue.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 24th day of November, 2015.

ATTEST:

_____ _____

Karen Sublett, City Clerk Jeff Longwell, Mayor

(SEAL)

Approved as to form:

_____

Jennifer Magana, City Attorney and Director Law

EXCERPT MINUTES OF THE OCTOBER 15, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2015-00042 - City of Wichita, Susan Nguyen, Johnson and Anna Tieu (owners(s)/applicants) and MKEC Engineering c/o Brian Lindebak (agent) request a City zone change from TF-3 Two-family Residential, MF-29 Multi-family Residential and B Multi-family Residential to LC Limited Commercial on property described as:

Commencing at the Northwest Corner of said Northwest Quarter; thence East along the north line of said Quarter, 60 feet; thence South parallel with the west line of said Quarter, 50 feet; thence East parallel with said north line, 35 feet to the Point of Beginning; thence East parallel with said north line, 121.5 feet to the Northwest Corner of Lot 1, McGovney Addition to Wichita, Kansas; thence South along the west line of said Lot 1, 169.1 feet to the Southwest Corner of said Lot 1; thence Southwesterly along the west line of Lot 2, said Addition and the west line of Replat of Lots 3 & 4 & part of Lot 2, McGovney Addition to Wichita, Kansas, 232.91 feet, more or less, to the southwest corner of said Replat, said point being 428 feet south and 113.5 feet east of the Northwest Corner of said Quarter; thence Southwesterly along the west line of a tract of land described in Deed Book 981, Page 109, 52.5 feet to the north line of Lot 1, McGovney Second Addition to Wichita, Sedgwick County, Kansas; thence West along said north line, 30 feet; thence North parallel with and 60 feet east of the west line of said Quarter, 390 feet; thence Northeast, 49.5 feet to the Point of Beginning.

AND

The North 30 feet of Lot 2, McGovney Addition to Wichita, Kansas, Sedgwick County, Kansas.

AND

Lot 1, in Replat of Lots 3 & 4 & Part of Lot 2, McGovney Addition to Wichita, Kansas, Sedgwick County, Kansas.

BACKGROUND: The application area is located at the southeast corner of the intersection of South Oliver Avenue and East Harry Street (4805 E. Harry St. and 1641 S. Glendale Ave.) The subject property is 1.14 acres of unplatted landed currently owned by the City of Wichita, .062 acres described as the north 30 feet of lot 2, McGovney Addition and .58 acres of lot 1, in Replat of lots 3 and 4 and part of lot 2, McGovney Addition, Wichita, Sedgwick County, Kansas. The unplatted portion of the subject site is zoned TF-3 Two-family Residential, the north 30 feet of lot 2 is zoned MF-29 Multi-family Residential and the Replat of lots 3 and 4 is zoned B Multi-family Residential. The applicant is seeking LC Limited Commercial ("LC") zoning for the property. The majority of the property is currently undeveloped, while .58 acres of the property currently zoned B is developed with a garden apartment complex. It is proposed that this site will be redeveloped into a new convenience store.

East Harry Street at this location has sixty five-feet of half-street right-of-way, and is developed as a four-lane (turning to seven lanes with turn lanes) arterial. South Oliver Avenue at this location has fifty five-feet of half-street right-of-way, and is developed as a four-lane (turning to seven lanes with turn lanes) arterial. South Glendale Avenue at this location has thirty-feet of half-street right-of-way, and is developed as a two-lane residential/local road.

The property will have frontage along Harry Street and Oliver Avenue, which are significant commercial arterials, which in July 2015 carried in both directions approximately 37,000 (Harry Street) and 26,500 (Oliver Avenue) vehicles on an average day. A number of properties fronting Oliver Avenue and Harry Street are zoned LC and developed with restaurants, retail sales, personal service or personal care uses and offices. Land to the east are zoned TF-3 and are developed with residential uses. Property to the south is zoned both TF-3 and LC Limited Commercial and is developed with offices and an electrical substation. Property north (across Harry Street) of the site is zoned LC and is developed with offices. Property west of the site (Across Oliver Avenue) is zoned SF-5 Single-family Residential and is developed with a golf course.

CASE HISTORY: A portion of the subject area is platted as McGovney Addition Replat Lots 3 and 4 platted on February 11, 1963. Another portion of the subject site is platted as the north 30 feet of Lot 2, McGovney Addition platted on August 29, 1962. The remaining area (approx. 1.15 acres) is unplatted right-of way owned by the City of Wichita.

ADJACENT ZONING AND LAND USE:

NORTH:	LC	Offices
SOUTH:	LC and TF-3	Office and Substation
EAST:	LC and TF-3	Retail and Residences
WEST:	SF-5	Golf Course

PUBLIC SERVICES: East Harry Street at this location has sixty five-feet of half-street right-of-way, and is developed as a four-lane (turning to seven lanes with turn lanes) arterial. South Oliver Avenue at this location has fifty five-feet of half-street right-of-way, and is developed as a four-lane (turning to seven lanes with turn lanes) arterial. South Glendale Avenue at this location has thirty-feet of half-street right-of-way, and is developed as a two-lane residential/local road. The site is located in an area that is fully served by municipal and private utilities.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide map depicts the property as being appropriate for "local commercial" uses. The "local commercial" designation contains concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of uses includes: medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to platting within one year.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood**: The property will have frontage along Harry Street and Oliver Avenue, which are significant commercial arterials, which in July 2015 carried in both directions approximately 37,000 (Harry Street) and 26,500 (Oliver Avenue) vehicles on an average day. A number of properties fronting Oliver Avenue and Harry Street are zoned LC and developed with restaurants, retail sales, personal service or personal care uses and offices. Land to the east are zoned TF-3 and are developed with residential uses.

2. **The suitability of the subject property for the uses to which it has been restricted**: The property is currently zoned TF-3, MF-29 and B. Those residential zoning districts are less suited to the location today given the amount of LC zoning found on lots fronting Harry Street and Oliver Avenue north, south and east of the application area. Also, the site's split zoning probably limits the property's development potential.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property**: The development standards required by the various codes should minimize anticipated impacts should the request is approved.

4. **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant**: Denial would presumably be an economic loss to the applicant. Approval would provide the public with a new and upgraded convenience store along Harry Street and Oliver Avenue.

5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies**: The 2030 Wichita Functional Land Use Guide map depicts the property as being appropriate for "local commercial" uses. The "local commercial" designation contains concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of uses includes: medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities.

6. **Impact of the proposed development on community facilities**: Existing community facilities are in place or can be guaranteed as part of the subdivision process.

DERRICK SLOCUM, Planning Staff presented the Staff Report. He reported a change to the Staff Report which was to remove the requirement of "subject to platting within one year." He said all three sites are currently platted; however, the applicant plans on replatting the three properties into one lot. He reported that DAB III approved the request 6-1. He said neighbors were present at that meeting and there was discussion regarding access, traffic, flooding and drainage, all issues involved in the platting process not zoning.

FOSTER asked about the 3-day traffic study referenced in the e-mail from the concerned citizen.

SLOCUM indicated that the first he heard about that was at the DAB Meeting. He said he understood that the Council Member requested that Traffic Engineering install strips for a 3-day traffic study. He said that was nothing required by the rezoning request.

BRIAN LINDEBAK, MKEC ENGINEERING, INC., 411 N. WEBB ROAD, AGENT FOR THE APPLICANT introduced Mike Wooten, Quik Trip Corporation.

MIKE WOOTEN, QUIK TRIP CORPORATION, 4705 S. 129th ST. EAST AVENUE, TULSA, OKLAHOMA said he was there to present their request to rezone a portion of the property from residential to commercial to allow a "Generation III" Quik Trip Store at the location. He said they have placed the properties under contract; however, they will not be purchased until the appropriate zoning and plat have been completed. He also mentioned numerous approvals regarding drainage at the site. He referred to a rendering of the area and the drainage. He said the area is referred to as Gypsum Dry Creek and their intent is to connect the underground concrete boxes (4 of them) near Harry and Oliver. He said they would like to enclose the open areas, connect them and pave over the existing dry creek.

WOOTEN said drainage approvals for the project need to come from the City of Wichita, the Federal Emergency Management Agency (FEMA) and the Corp of Engineers. He said several entities will be looking at the project. He said if they are not successful, their pursuit to develop this location as a Quik Trip will stop. He said they believe they will ultimately get approval to proceed. He said in addition, they would like to address existing drainage problems on the property.

WOOTEN said they contacted the neighbors on the ownership list (properties within a 300 foot radius of the site) as well as four neighborhood associations in the area and invited them to a meeting on Saturday, September 26. He said they had a good turn out and people asked a lot of questions. He said they were able to explain the project and what they are trying to do and field questions and concerns expressed by the neighbors. He said concerns they addressed, which he indicated they have heard on other projects they have done, included lighting, noise, crime, and property values.

WOOTEN indicated they made modifications to the site plan based on some of those concerns. He mentioned access on Glendale and what kind of traffic the store will be sending down Glendale as opposed to what is going down the street today. He said they will be creating an access point that does not exist on a primary arterial road so they believe they will be reducing the amount of traffic through the neighborhood. He said the front of the lot will be commercial use and the apartment complex will be in the back. He said this project will allow a major drive onto Oliver which should reduce traffic. He said one of the concerns expressed was if there will be a bottle neck on Glendale waiting for traffic. He said they spoke with the City Traffic Engineer and requested a true 35 foot pavement, curb to curb. He said the Traffic Engineer indicated they will support that request, along with all the drives/entrances/exits they have proposed at the site.

WOOTEN mentioned that different folks attended the recent DAB meeting than attended the previous meeting they sponsored; however, they had a lot of the same concerns expressed by the neighbors on September 26th. He said some of the neighbors are present to speak today but he wanted to give the Commission a brief summary of the project and the concerns expressed by the neighbors. He referred to a rendering of the site plan and mentioned noise control. He said they plan on providing an overabundance of trees as well as a fence on the parking adjacent to residential zoning which will stop when it gets to another commercial use. He said they would like to keep a visibility corridor between the two commercial uses.

RICHARDSON asked if the southwest corner of Harry and Glendale was included in the project. He also asked the applicant to describe the site plan rendering. He said it appears that there is only one access onto Oliver, the arterial street.

WOOTEN indicated the southwest corner of Harry and Glendale was included in the project, and clarified that there was one ingress/egress onto the arterial street of Oliver.

MITCHELL asked if they have received preliminary approval from the various agencies to pave and close off all open drainage across the property.

WOOTEN said they intend to pave over that; however, they have not received approvals. He referred the question to Brian Lindebak, agent on the project.

BRIAN LINDEBAK, MKEC ENGINEERING, INC., 411 N. WEBB ROAD, AGENT FOR THE APPLICANT commented that the process to seek approval is currently underway. He said they are doing a Conditional Letter of Map Amendment (CLOMA) with FEMA. He said the case has been filed with FEMA, through the City of Wichita as required. He said they will not be raising the water surface or level up stream. He said it looks like they may actually lower the water surface upstream. He said they hope to receive approval from FEMA within the next couple of months. He said they will then build the box and finalize it with a letter of map amendment. He said this is a fairly lengthy process and could take more than 6 months.

MITCHELL thanked the applicant/agent because he said he has tried for years to get water to go from Oliver up to Harry or down from Harry to Oliver. He said that open channel has been a real hazard and there have been several drownings in the area.

LINDEBAK commented that the structures will be owned and maintained by the City of Wichita.

RICHARDSON asked about the traffic study and if there were any numbers available on anticipated generation of traffic on Glendale.

WOOTEN commented that City Councilman Clendenin requested that study after the meeting on September 26. He said neighbors voiced concerns about the existing conditions on Glendale. He said the study was to measure existing traffic conditions, not to measure the impact or forecast what a particular use might do. He said the results shared as the DAB meeting indicated that Tuesday through Thursday there was 400 vehicles on Glendale in a 24-hour period. He also mentioned that the speed limit was a fraction over the norm. He said it was determined that the study didn't warrant immediate action by the City, that the road could handle the traffic that is there. He said a concern expressed at the DAB was that the traffic count did not include the weekend. He said the Councilman offered to update the traffic study to include the weekend.

PAT STEVENSON, 1622 SOUTH GLENDALE said she lives directly across the street and that she is the first house south on Glendale. She said there will be a Quik Trip 30 feet from her front door. She said the neighbors do not think one entrance/exit onto Oliver is enough to handle all the traffic the Quik Trip is going to be generating. She said they were told that the entrance onto Harry needs to be closed because the City does not want it there, and they don't understand that. She said they are concerned about an entrance/exist onto a residential street. She said the

gas pumps are behind the building so all those people exiting will be going in front of her house, so she won't be able to have her grand kids in her front yard. She said she has lived in this house over 20 years and this is going to completely change her life. She said she also believes the neighbors will not be allowed to park on the street anymore and that will make it hard on them because the driveways in the area are narrow. She mentioned safety and said there is a school at the end of Glendale which many children walk to and from. She said she likes Quik Trip, but people hang out there, there will be cars getting gas, etc., and noise 24/7. She said having this in her front yard is going to decrease property values. She asked if the neighbors were going to be charged special taxes for street improvements. She concluded by stating that she sees a lot of traffic problems with no more entrances onto main streets than are shown on the site plan.

SANDY DEMMICK, 1676 SOUTH GLENDALE said she has live in the area for 16 years. She said at the end of the block there is a grade school so children ages from kindergarten through 4th grade walk in the street. She said there is sidewalk on one side of the street that no one uses; everyone walks in the street. She said she has four grand kids that like to play in her front yard. She said the street is in terrible shape and it is very narrow. She said if there are cars parked on either side of the street two cars cannot pass each other. She said no one in the neighborhood turns left onto Harry from Glendale because it is almost impossible. In addition, she said the neighborhood does not want to lose the street parking because the driveways are very narrow with no room to expand. She said there is already a driveway onto Harry that doesn't seem to cause any problems. She said Quik Trip is going to be open 24 hours a days, people are going to be loitering there, walking up and down the street at all hours of the day and night. She said there is a transformer area right next to the gas pumps. She asked what happens if that gets hit by lightning and blows up and starts a fire. She also mentioned fuel trucks going up and down the street. She said people cut through their residential neighborhood to avoid Harry since they have made that a left turn only lane. She also mentioned current traffic conditions with people racing up and down the street at speeds up to 55 mph. She said this is a residential neighborhood and they want to keep it residential. She said they want a nice safe neighborhood and they don't believe Quik Trip is going to help them with that.

RICHARDSON asked if closing Glendale so you can only get to it from the south would be a solution for the neighborhood. He clarified that their objection was not only the traffic but the use as a convenience store.

DEMMICK replied yes, and said Quik Trip is open 24 hours a day. She said if the location is going to be rezoned, how about having a restaurant at the location.

RAMSEY clarified that they are concerned about possible expanded crime in area.

DEMMICK responded yes, they are concerned about crime, property taxes, street width, etc. She said there are multiple reasons to not want a Quik Trip at end of the block.

DIANNA OWENS, 1628 SOUTH GLENDALE she said the dilemma they have is a big business wanting to develop a corner that has been a problem corner for many years. She said the two problems she sees is FEMA approval and ingress/egress at the location. She said traffic jams and accidents are all problems that arise after the fact. She asked the applicant to "do their homework" first. She mentioned that narrowness of the street and that a trash truck had to back

up to let an ambulance go to the apartment complex. She asked about the Westar Substation and Environmental Protection Agenda (EPA) regulations. She asked how far a commercial enterprise has to be from the substation. She asked what the difference between Limited Commercial and Commercial zoning was; was it based on how many hours the business is open, how much traffic it generates, or how much retail sales it generates. She asked the Commission not to make a decision but to delay it and drive by the location.

WOOTEN said the purpose of the rendering was to show the site plan for the Quik Trip, they did not purposely not show where the houses were located. He said the reason the drive onto Harry needs to be closed is the City determined it was no longer an appropriate distance from the intersection of a major arterial road. He said the access plan has been approved by the City Traffic Engineer, including ingress/egress onto Glendale.

MOTION: To give the applicant two additional minutes

GOOLSBY moved, **TODD** seconded the motion, and it carried (12-0).

WOOTEN said as far as property values question is concerned, he said he has not statistics either way and cannot answer that questions. He said he does not believe introducing the Quik Trip Store compared to the building that is currently at the location today will lower surrounding property values and in fact might improve property values in the area. He said a Quik Trip is designated as a "Safe Place", the property is lite 24 hours a day in addition to being monitored by security cameras 24/7. He said in order to get the "Safe Place" designation, employees have to be highly trained to handle safe place incidents. He said he believes a Quik Trip might actually deter crime in the neighborhood. He concluded by stating that they have verified that the use near a substation is allowed within 50 feet and they are more than 50 feet away from the substation.

RICHARDSON asked if access to Glendale was denied and they could only have access onto Harry and Oliver, would they still be interested in the property.

WOOTEN said if that were the case, they would not pursue this location.

RICHARDSON said in his opinion they will be loading a lot of traffic onto a residential street. He said he does not see much precedence for this. He said this location is different from what they have seen at other new Quik Trip locations. He said what the applicant is telling them is that they can't make this work without putting traffic on a residential street which makes him wonder if this is an appropriate use and location.

WOOTEN he said this location is an existing commercial use. He likened the layout of this area to the Quik Trip location at Central and Oliver. He said the drive benefits the neighbors and will prevent them from having to go out onto Harry and Oliver. He said they will widen the street at QT's expense and improve traffic through the area.

FOSTER asked if they would be willing to provide more landscaping as a buffer like the location at Ridge and Maple where 1 ½ times the landscape requirement was provided. He said street trees would further break up the character of the addition. He also suggested the possibility of requiring a masonry wall instead of a fence that will eventually fall down. He said many of these issues will be discussed more seriously at the subdivision stage.

RICHARDSON asked about a possible cul-d-sac at the north end of Glendale.

WOOTEN said that idea was discussed at the neighborhood meeting and City staff indicated that was not achievable. He said the way it was explained to them was that every owner on the street would have to agree to that. He said the Fire Department would also did not approve that plan.

RICHARDSON asked staff to clarify.

SLOCUM said it was not discussed at the DAB hearing.

MILLER said he would have to check with Public Works to see what the policies on that are.

DAILEY said he didn't like the two entrances from Glendale. He said traffic will get piled up on the northern exit onto Glendale. He asked about an entrance onto Harry.

RICHARDSON reiterated that the applicant said they would not pursue the project if they could not have access to Glendale.

GOOLSBY explained that the City Traffic Engineer does not want an entrance/exit on Harry because it is too close to the intersection.

LINDEBAK commented that this intersection was recently improved at a major cost to the public with double turn lanes. He said this is one of the safest intersections in town if you look at the city's accident reports. He said they believe traffic volume has been addressed at this intersection.

RAMSEY commented that he has ridden with both WPD and Sedgwick County Sheriff's Deputies and they are constantly at Quik Trips so he believes they are one of the safest places in the City so he doesn't see crime as a problem.

WARREN said he was going to make a motion to approve and said there is room for further discussion on the site plan, screening and other items the applicant can do to lessen the impact of the store on the neighborhood. He said City Traffic Engineering is only going to allow entrances/ exists to go in where it is safest most people. He said they have already looked at this site plan and designated entrances/exists. He said it is not great but it is the best they can do under the circumstances.

MOTION: To approve subject to staff recommendation.

WARREN moved, **MITCHELL** seconded the motion.

FOSTER asked staff about addressing issues like the wall, screening and 1 ½ times the landscaping requirement at this stage.

MILLER indicated if the Commission wanted to add anything beyond what is required by the UZC, they need to add those to a PO or the conditions of approval.

The **MOTION WAS AMENDED** to include 1 ½ times the landscaping standard; street trees and that the screening be a masonry wall. **WARREN** amended, consent of second **MITCHELL.**

CHAIR NEUGENT asked if the applicant was okay with those requirements.

WOOTEN requested masonry columns along a wooden fence. He said ultimately they have no problems with whatever the Commission requires.

It was decided to stay with the motion of a masonry wall.

DAILEY asked staff about an entrance off of Harry.

MILLER briefly explained that the City's Access Management Policy states that there can be no full movement entrance/exit within 400 feet of an intersection or 200 feet with a right turn only.

DAILEY asked about recommending an exception to the policy.

MILLER indicated that the Planning Commission can recommend anything they feel is reasonable; he was just letting the Commission know what the adopted policy is.

RICHARDSON said that policy is quite often overridden by the Subdivision Committee and others.

MILLER said site access was more of a platting issue and would be discussed during the replat. He said he understands the applicant does not want to close on the property sale without rezoning; however, the Commission could require replatting prior to issuance of a building permit if they wanted to tie it into the rezoning.

LINDEBAK indicated that the applicant needs to know they have the rezoning approved by the City Council because a replat will be unnecessary without it.

> **SUBSTITUE MOTION:** To approve subject to staff recommendation, 1 ½ times the landscaping standard; street trees and that the screening be a masonry wall and that the property be replatted prior to the issuance of a building permit.
>
> **RICHARDSON** moved, **GOOLSBY** seconded the motion.

TODD said he doesn't like the Commission micromanaging the fence and added that he thought what the applicant suggested was both appropriate and attractive. He said Quik Trip is a good and responsible business. He said he thinks the Commission needs to be careful not to put so many requirements on this that QT runs from the property.

ELLISON commented that he thought the cul-d-sac on Glendale was the solution.

The **SUBSTITUTE MOTION** carried (10-2). **MITCHELL** and **TODD** – No.

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: Planning Commission

FROM: Teia Wair, Community Service Representative, District III

SUBJECT: **ZON2015-00042**: LC Limited Commercial ("LC")

DATE: October 7, 2015

On Wednesday, October 7, 2015 the District III Advisory Board considered a request for a: a zone change request from TF-3 Two-family Residential, MF-29 Multi-family Residential and B Multi-family Residential to LC Limited Commercial, generally located southeast of the intersection of East Harry Street and South Oliver Avenue.

The DAB Members provided the public notice and MAPD staff comments for review.

The DAB members and citizens expressed concern with increase of traffic on Glendale. Ordered another traffic study to be conducted on weekend days. By conducting the traffic study on weekend days will give statistics of traffic in the area excluding the traffic from Allen Elementary School. The new traffic study including weekend days will assist in determining what action is required (extra signage/police/traffic stops). Citizen's request additional screening to be installed on Glendale (privacy fence). Concerns about drainage and flooding in area request that a storm drain be placed on Glendale. They were assured that the city engineers will examine the flood issue.

The DAB members voted 6-1 to recommend the Zone Change "LC" be approved based on staff findings.

Please review this information when **ZON2015-00042** is considered.

City of Wichita
City Council Meeting
November 17, 2015

TO: Mayor and City Council

SUBJECT: ZON2015-00044 – City Zone Change from General Office to Limited Commercial on Property Generally Located South of Harry Street on the West Side of Webb Road (District II)

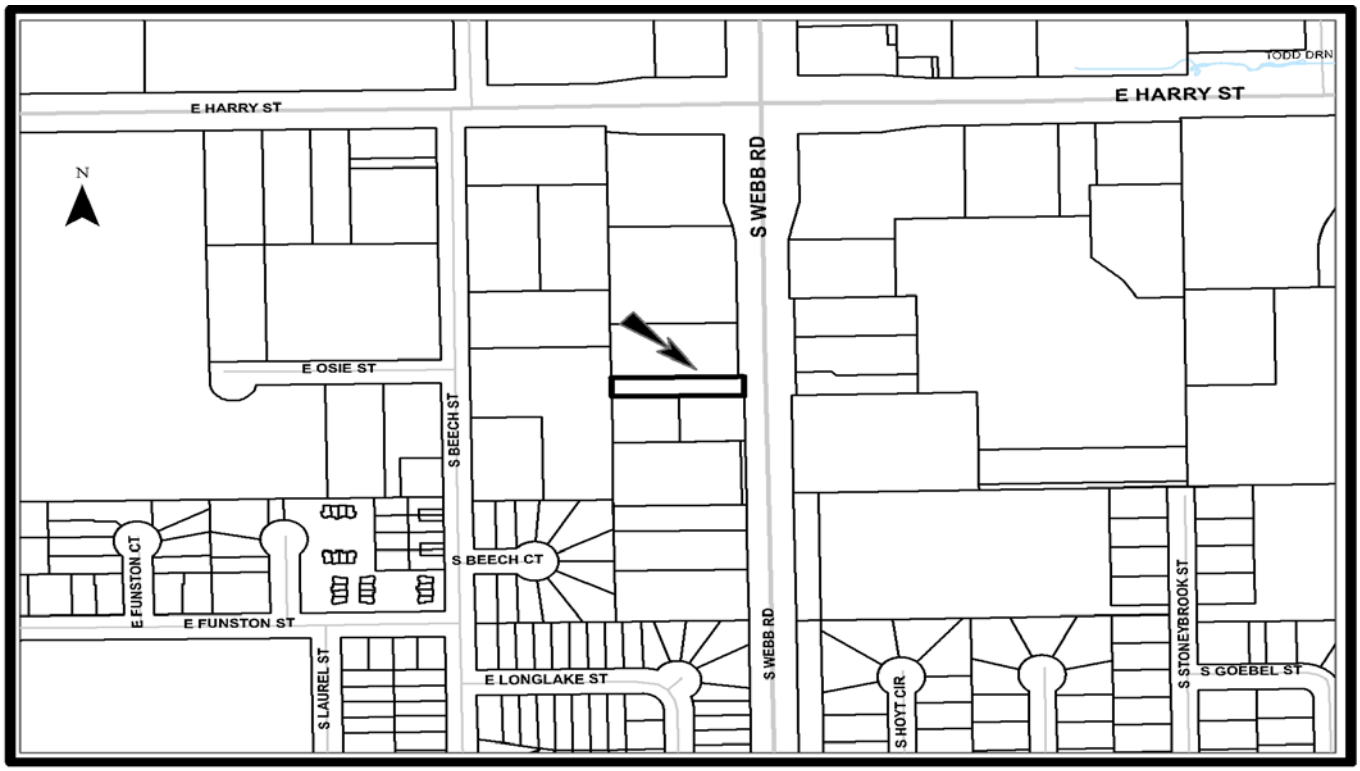
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (12-0).

DAB Recommendation: District Advisory Board II recommended approval of the request (7-0).

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



Background: The applicant is requesting a zone change from GO General Office (GO) to LC Limited Commercial (LC) on the 50-foot (x) 278.8-foot subject site located approximately 510 feet south of Harry Street on the west side of Webb Road; the north 50 feet of Lot 3, Caliendo 11th Addition. The undeveloped subject site will be added to the undeveloped, north, abutting LC zoned property (ZON2015-00017) to create a larger site.

The subject site is part of the LC zoned commercial development radiating off of the four corners of the arterial street intersection of Webb Road and Harry Street. Most, if not all, of the area's LC zoned commercial development consists of single-story buildings and all of it is local commercial in character. LC zoned property located north of the site includes a Walgreens drug store (built 2000), a McDonalds fast food restaurant (built 1997) and the already noted abutting undeveloped property. LC zoned development located further north and northeast of the site, across Harry Street, includes (but is not limited to) a Dillons grocery store with a gas island (built 1995 and 2000), a bank with drive thru service (built 1978) and small to mid-size commercial strip buildings (built 1981 and 1989). LC development located east of the site, across Webb Road, include a QuikTrip convenience store (built 2013), a Walmart Neighborhood Market store (built 2011), a Subway fast food restaurant (built 2006), a Taco Shop fast food restaurant (built 1996) and a national/regional auto supply store (built 1996). SF-5 Single-Family Residential (SF-5) zoned undeveloped, unplatted land, a church (built 1976, 1987 and 2011) and a single-family residential neighborhood (Brentwood Village Addition, platted 1997) are also located east and southeast of the site. Development located south of the site include an abutting undeveloped GO zoned property, then a LC zoned national/regional auto supply store (the newest development, built 2014) and undeveloped LC and SF-5 zoned properties. TF-3 Two-Family Residential (TF-3) zoned single-family residential development (Cedar Ridge Addition, platted 1981) is located further south of the site. Abutting and adjacent western properties are LC and GO zoned office strip buildings (built 1983, 1993, 1998 and 2002) and a TF-3 zoned single-family residential subdivision (Caliendo 11th Addition, platted 1990).

Analysis: On October 12, 2015, District Advisory Board (DAB) II considered and approved (7-0) the requested LC zoning. There were no protesters at the DAB II meeting.

On October 15, 2015, the Metropolitan Area Planning Commission (MAPC) considered and approved (12-0) the requested LC zoning. There were no protesters at the MAPC meeting. Planning staff has not received protests to the request.

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

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

Recommendation/Actions: It is recommended that the City Council concur with the findings of the MAPC and approve the zoning and place the ordinance on first reading (simple majority of four votes required).

Attachments:

- MAPC minutes
- DAB memo
- Ordinance

OCA 150004

ORDINANCE NO. 50-118

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. ZON2015-00044

Zone change from GO General Office ("GO") to LC Limited Commercial ("LC") on an approximately 0.30-acre property described as:

The North 50 feet of Lot 3, Caliendo 11th Addition, Wichita, Sedgwick County, Kansas, generally located south of Harry Street on the west side of Webb Road.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law

EXCERPT MINUTES OF THE OCTOBER 15, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2015-00044 - J. Larry Fugate Revocable Trust (owner) Jeff and Melinda Bannon (applicant) and Mark Savoy (agent) request a City zone change from GO General Office to LC Limited Commercial on property described as:

Lot 1, Block A, Wichita Ice Center Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting a zone change from GO General Office (GO) to LC Limited Commercial on the 50-foot (x) 278.8-foot subject site located approximately 510 feet south of Harry Street on the west side of Webb Road; the north 30 feet of Lot 3, Caliendo 11th Addition. The undeveloped subject site will be added to the undeveloped, north, abutting LC zoned property (ZON2015-00017) to create a larger site.

Most, if not all of the area's LC zoned commercial development is contained in single-story buildings and all of it is local commercial in character. The subject site is part of the LC zoned commercial development located around the four corners of the arterial street intersection of Webb Road and Harry Street. LC zoned property located north of the site includes a Walgreens drug store, a McDonalds fast food restaurant and the already noted abutting undeveloped property. LC zoned development located further north and northeast of the site, across Harry Street, includes (but is not limited to) a Dillons grocery store with a gas island (built 1995 and 2000), a bank with drive thru service (built 1978) and small to mid-size commercial strip buildings (built 1981 and 1989). LC development located east of the site, across Webb Road, include a QuikTrip convenience store (built 2013), a Walmart Neighborhood Market store (built 2011), a Subway fast food restaurant (built 2006), a Taco Shop fast food restaurant (built 1996) and a national/regional auto supply store (built 1996). SF-5 Single-Family Residential zoned undeveloped, unplatted land, a church (built 1976, 1987 and 2011) and single-family residential neighborhoods (Brentwood Village Addition, platted 1997) are also located east and southeast of the site. Development located south of the site include an abutting undeveloped GO zoned property, then a LC zoned national/regional auto supply store (the newest development, built 2014) and undeveloped LC and SF-5 zoned properties. TF-3 Two-Family Residential zoned single-family residential development (Cedar Ridge Addition, platted 1981) is located further south of the site. Abutting and adjacent western properties are LC and GO zoned office strip buildings (built 1983, 1993, 1998 and 2002) and a TF-3 zoned single-family residential subdivision (Caliendo 11th Addition, platted 1990).

CASE HISTORY: The site, the north 30 feet of Lot 3, Caliendo 11th Addition was recorded with the Register of Deeds on May 16, 1990.

ADJACENT ZONING AND LAND USE:

NORTH: LC	Undeveloped land, fast food restaurant, drug store, grocery store
EAST: LC	Convenience store, grocery store, fast food restaurants, auto supply, church, undeveloped land, single-family
SOUTH: GO, LC, SF-5, TF-3	Undeveloped land, auto supply store, single-family residences
WEST: LC, GO, TF-3	Office strips, single-family residential

PUBLIC SERVICES: The site is served by all normally supplied municipal services. The site has access to the arterial street, Webb Road, which has 50 or 60 feet of right-of-way. The more recent zoned/developed sites with Webb Road frontage, including the north abutting LC zoning property (ZON2015-00017) that will be part of the subject site has 60 feet of right-of-way.

CONFORMANCE TO PLANS/POLICIES: The purpose of the LC zoning district is to accommodate retail, commercial, office and other complementary land uses. LC zoning is generally compatible with the "local commercial" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application primarily within the City of Wichita, although it may be appropriate for application in areas of unincorporated Sedgwick County that have been designated as "Wichita 2030 Urban Growth Area." The "2030 Wichita Functional Land Use Guide Map" classifies the site as local commercial. The requested LC zoning is a match with the Comprehensive Plan and the Land Use local commercial classification.

RECOMMENDATION: Based upon the information available prior to the public hearings, planning staff recommends that the request for CBD zoning be **APPROVED,** with the dedication of 10 feet of Webb Road right-of-way.

This recommendation is based on the following findings:

(1)The zoning, uses and character of the neighborhood: Most, if not all of the area's LC zoned commercial development is contained in single-story buildings and all of it is local commercial in character. The subject site is part of the LC zoned commercial development located around the four corners of the arterial street intersection of Webb Road and Harry Street. LC zoned property located north of the site includes a Walgreens drug store, a McDonalds fast food restaurant and the already noted abutting undeveloped property. LC zoned development located further north and northeast of the site, across Harry Street, includes (but is not limited to) a Dillons grocery store with a gas island (built 1995 and 2000), a bank with drive thru service (built 1978) and small to mid-size commercial strip buildings (built 1981 and 1989). LC development located east of the site, across Webb Road, include a QuikTrip convenience store (built 2013), a Walmart Neighborhood Market store (built 2011), a Subway fast food restaurant (built 2006), a Taco Shop fast food restaurant (built 1996) and a national/regional auto supply store (built 1996). SF-5 Single-Family Residential zoned undeveloped, unplatted land, a church (built 1976, 1987 and 2011) and single-family residential neighborhoods (Brentwood Village Addition, platted 1997) are also located east and southeast of the site. Development located south of the site include an abutting undeveloped GO zoned property, then a LC zoned national/regional auto supply store (the newest development, built 2014) and undeveloped LC and SF-5 zoned properties. TF-3 Two-Family Residential zoned single-family residential development (Cedar Ridge Addition, platted 1981) is located further south of the site. Abutting and adjacent western properties are LC and GO zoned office strip buildings (built 1983, 1993, 1998 and 2002) and a TF-3 zoned single-family residential subdivision (Caliendo 11th Addition, platted 1990).

(2) The suitability of the subject property for the uses to which it has been restricted: The site is zoned GO, which permits residential, civic and public, office, and some commercial uses. However, the GO zoning district does not permit retail sales, which is the predominant type of development on those properties with frontage on the arterial streets Harry Street and Webb Road. The requested LC zoning matches up with the existing LC zoned retail businesses in the area.

(3) Extent to which removal of the restrictions will detrimentally affect nearby property: If approved the LC zoning and it's permitted by right development would have minimal impact on nearby properties, including the abutting west LC and GO zoning office strip buildings.

(4) Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The purpose of the LC zoning district is to accommodate retail, commercial, office and other complementary land uses. LC zoning is generally compatible with the "local commercial" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application primarily within the City of Wichita, although it may be appropriate for application in areas of unincorporated Sedgwick County that have been designated as "Wichita 2030 Urban Growth Area." The "2030 Wichita Functional Land Use Guide Map" classifies the site as local commercial. The requested LC zoning is a match with the Comprehensive Plan and the Land Use local commercial classification.

(5) Impact of the proposed development on community facilities: There will be minimal impact on community facilities.

BILL LONGNECKER, Planning Staff presented the Staff Report.

There were no public comments.

MOTION: To approve subject to staff recommendation.

GOOLSBY moved, **RICHARDSON** the motion, and it carried (12-0).

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: Metropolitan Area Planning Commission

FROM: Laura Rainwater, Community Services Representative, District II

SUBJECT: **ZON2015-00044:** LC Limited Commercial

DATE: October 13, 2015

On Monday, October 12, 2015, the District II Advisory Board considered a request for a: a zone change from GO General Office (GO) to LC Limited Commercial on the 50-foot (x) 278.8-foot subject site located approximately 510 feet south of Harry Street on the west side of Webb Road; the north 30 feet of Lot 3, Caliendo 11th Addition. The undeveloped subject site will be added to the undeveloped, north, abutting LC zoned property (ZON2015-00017) to create a larger site.

The DAB Members were provided the public notice and MAPD staff comments for review.

The DAB Members expressed concern for any opposition to zone change, for which none was presented. There were no citizens at the meeting to voice opposition. DAB members inquired about any easements on property. They were assured that if any easements exists, applicant can't build over unless applicant asks for a vacation of the easement.

The DAB members voted 7-0 to recommend the Zone Change to "LC" be approved based on staff findings.

Please review this information when **ZON2015-00044** is considered.

City of Wichita
City Council Meeting
November 17, 2015

TO: Wichita Airport Authority

SUBJECT: Wichita Airport Hotel, LLC
Supplemental Agreement No. 1
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: On July 15, 2014, the Wichita Airport Authority (WAA) approved an agreement with Wichita Airport Hotel, LLC (WAH) to lease approximately 100,000 sq. ft. of land to build a limited-services hotel. The lease term expires on June 30, 2044 and may be extended with two, consecutive ten-year option terms.

Analysis: WAH is now desirous to amend the leasehold size to increase from 100,000 sq. ft. to 136,530 sq. ft. of land.

Financial Considerations: The current land rental rate for this lease is $.4118 per sq. ft. per year. The WAA will see an increase in land rent of $15,043 per year.

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

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

Attachment: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

WICHITA AIRPORT HOTEL L.L.C.

for

Limited-Service Hotel Property and Services - 7230 W. Harry
Wichita Dwight D. Eisenhower National Airport
Wichita, Kansas

THIS SUPPLEMENTAL AGREEMENT NO. 1 is entered into this November 17, 2015, between The Wichita Airport Authority, Wichita, Kansas (LESSOR) and WICHITA AIRPORT HOTEL, LLC, (LESSEE).

WHEREAS, the parties previously entered into an Agreement dated July 15, 2014 for certain premises, including land and facilities, both improved and unimproved, located at 7230 W. Harry, to be used and occupied for the purpose of operating a limited-services hotel and related services as described herein on the Premises; and

WHEREAS, the LESSOR and LESSEE now wish to enter into this Supplemental Agreement No. 1 for the purpose of modifying the leasehold:

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

1. PREMISES

Section 2, Premises, in the Primary Agreement shall be **replaced** by the following language:

LESSOR agrees to let to LESSEE, and LESSEE does hereby rent from LESSOR certain real property located at 7230 W. Harry, consisting more or less of 136,530 sq. ft. of land, ("Premises"), as set forth and shown on the attached Exhibit "A". The Premises shall include the land and any Improvements, located and constructed on the land.

LESSEE acknowledges that the Premises are in good and tenantable condition, and LESSEE accepts Premises in its presently existing condition, "as is," "where is," and that LESSOR shall not be obligated to make any improvements or modifications to the Premises.

During the Term of this Agreement, LESSOR may re-measure various areas within and around the Premises, in an effort to more accurately reflect improvements, additions and modifications. In the event the square footage of the Premises identified herein differs from the Premises square footage determined by such re-measurement, the parties agree to enter into an amendment to this Agreement to modify the Premises description to reflect the actual square footage of the Premises subject to the provisions of this Agreement. If the actual square footage of the Premises is determined to differ from than the square footage of the defined Premises the current fees and charges shall be re-calculated. Thereafter, LESSEE's monthly fees and charges shall be based upon the re-measured square footage. The parties agree that any increase or decrease in the monthly fees and charges payable resulting from re-measurement of the Premises shall not be applied retroactively. The Director may execute an amendment to this Agreement on behalf of LESSOR to reflect the adjusted monthly fees and charges.

2. RENTALS and CONCESSION FEES

Section 4, Rentals and Concession Fees, Paragraph – Land Rent, in the Primary Agreement shall be **replaced** by the following language:

Land Rental

LESSEE shall pay to LESSOR land rental for the Premises described in Section 2. The land rent shall be calculated as follows:

INITIAL TERM 136,530 Sq. Ft. or more, as agreed					
Effective Dates			Rate Per Sq. Ft.	Annual	Monthly
7/1/2014	-	12/31/2014	0	0	0
01/01/2015	-	06/30/2018	.4118	$56,223.05	$4,685.25

Land rent terminates after June 30, 2018, Contract Year 4, to be replaced by payment of the Concession Fee or MAG.

3. OTHER TERMS

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

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

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Jeff Longwell, President
"LESSOR"

By _____
Victor D. White, Director of Airports

ATTEST:

By _____

By _____
Raju Sheth, Managing Member
WICHITA AIRPORT HOTEL L.L.C.
"LESSEE"

APPROVED AS TO FORM: _____ Date: 11-5-15
Jennifer Magana,
City Attorney and Director of Law

Savoy Company, P.A.

Land Surveyors

www.savoyco.com

Wichita, Kansas
433 S. Hydraulic
Wichita, KS 67211-1911
Tel. (316) 265-0005
Fax. (316) 265-0275

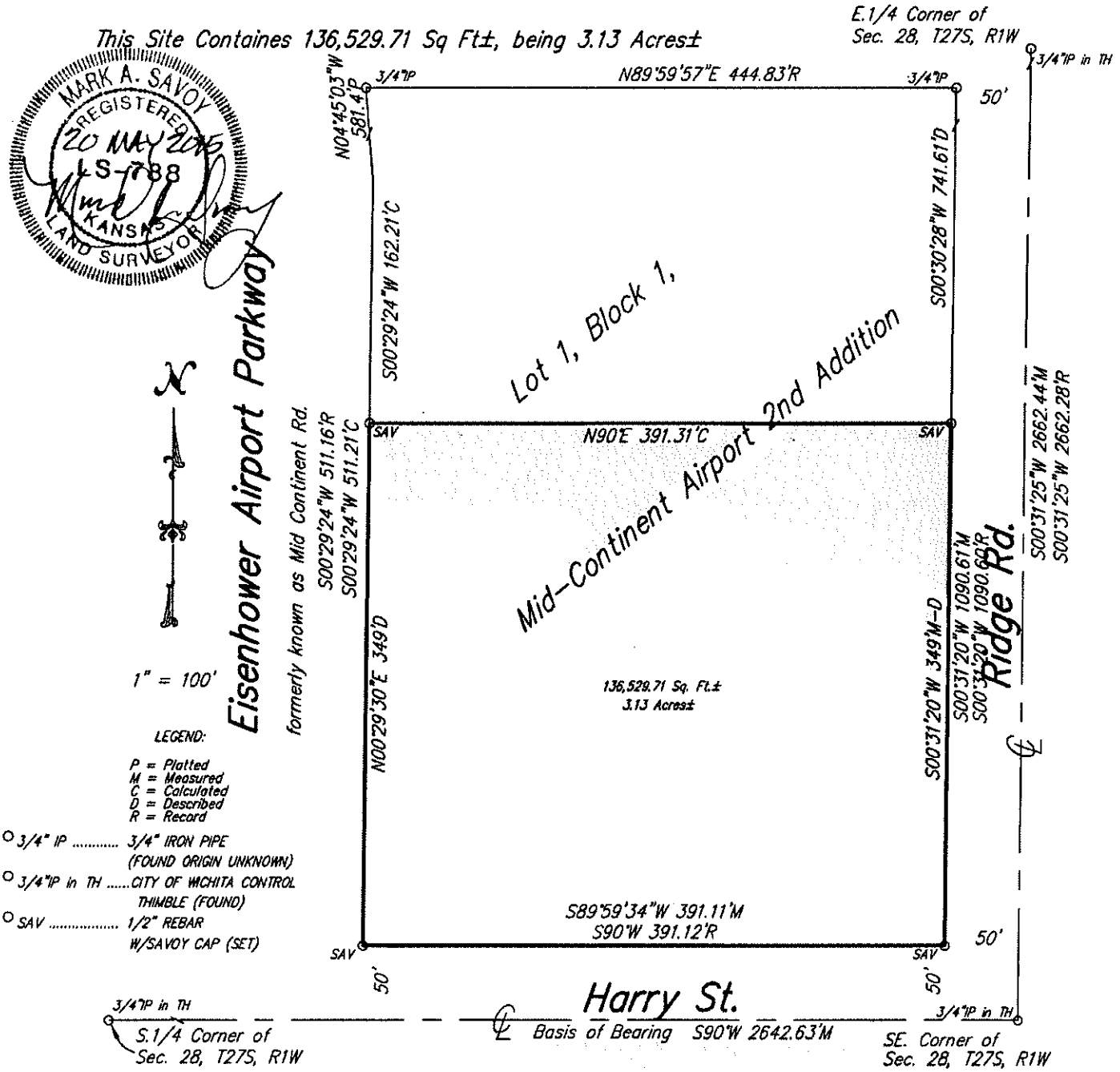
El Dorado, Kansas
120 N. Main, Suite 3
El Dorado, KS 67042-2058
Tel. (316) 452-5552
Fax. (316) 452-5682

EXHIBIT "A"

PROJECT NO. 14II14799 A

Land Lease Description:
The South 349 feet of Lot 1, Block 1, Mid-Continent Airport 2nd Addition to Wichita, Sedgwick County, Kansas.

This Site Containes 136,529.71 Sq Ft±, being 3.13 Acres±



CITY OF WICHITA
City Council Meeting
November 17, 2015

TO: Wichita Airport Authority

SUBJECT: VIP and Disabled Veterans Complimentary Parking Policy for Customer Lots Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the policy.

Background: For more than twenty years, the Airport has issued personalized VIP courtesy parking pass cards which allow unlimited complimentary parking in the customer parking lots. This courtesy has been extended to individuals and organizations that are tenants, business partners and supporters of the Wichita Airport System, and to government officials associated with the City or Airport operations. These persons assist the City and the Airport to market and grow local economic development and tourism efforts. They also assist in the recruitment of new airlines and other aviation businesses to the airports. The personal and business connections that many of these individuals have within the aviation industry have been of significant value to the Wichita Airport System.

The availability of complimentary parking privileges at Eisenhower National Airport has not been solely for the purposes of an individual being able to park at no charge on a long-term basis while traveling, but also to allow cardholders short-term parking in order to meet arriving dignitaries or business recruits when they come into Wichita, or to see them off on a departing flight.

Analysis: With the opening of new customer parking facilities that are financed by users of the Airport, it is essential that parking revenues be maximized, and that there be no exceptions unless required by law. Eliminating the courtesy parking privilege also removes the perception of exclusivity and favoritism to select groups or individuals. In addition, there is currently no means to monitor the usage by cardholders to determine if they are using the privilege for personal or business purposes.

Staff is recommending that the past practice of issuing personal VIP courtesy parking pass cards cease upon expiration of the current cards at the end of this year. Therefore, effective January 1, 2016, all existing courtesy parking passes that permit unlimited complimentary parking in the Airport's customer lots will expire and no replacement cards will be issued by the Airport.

However, effective July 1, 2015, Kansas state law (KSA 8-161) requires that any disabled veteran who has been issued a disabled veteran license plate and who properly displays such license plate, and who has a state-issued identification card, shall receive free parking at an airport. Pursuant to this law, complimentary parking shall only be authorized in lots which are controlled by a cashiered exit lane, such as the Garage and Economy lot. This privilege does not apply to the Close-In Automated and Park & Ride shuttle lots since they are controlled solely by automated equipment. This is not a discretionary privilege since it is dictated by state law, but it should be recognized as part of the policy adoption.

At the November 2, 2015 meeting, the Wichita Airport Advisory Board reviewed and discussed this proposed policy, and voted 6-to-4 to recommend that all existing VIP courtesy parking pass cards be honored until the end of the year, and that no future VIP passes be issued. In addition, the recommendation included the recognition of the free parking privilege for disabled veterans as required by state law.

Financial Considerations: It is not possible to estimate the amount of parking lot revenue affected by these changes. There will be some loss of revenue due to the free parking by disabled veterans, but there will be additional revenue created by eliminating the complimentary parking privilege for holders of the courtesy parking passes.

Legal Considerations: Providing free parking for qualified disabled veterans complies with Kansas state law.

Recommendation/Action: It is recommended that the Wichita Airport Authority approve the following policy: 1) No future VIP courtesy parking passes be issued, and 2) Qualified disabled veterans who possess identification in compliance with state law shall be allowed complimentary parking privileges at Eisenhower National Airport in the cashier-controlled lots.

Attachment: None.

Agenda Item No. II-35

City of Wichita
City Council Meeting
November 17, 2015

TO: Wichita Airport Authority

SUBJECT: LeaseCorp Aviation, LLC Assignment of Lease
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the LeaseCorp Aviation, LLC Lease Assignment.

Background: The Wichita Airport Authority (WAA) entered into a lease of real estate at Wichita Dwight D. Eisenhower National Airport to LeaseCorp Aviation, LLC (LeaseCorp) on October 14, 2014, for construction and operation of private hangar facilities for general aviation use. LeaseCorp has constructed hangar facilities, title to which, upon completion, vested in the WAA. LeaseCorp desires to assign its leasehold rights to INTRUST Bank, N.A. as security for project financing.

Analysis: Federal grant assurances and federal regulations generally restrict transfer to third parties of any interest in real estate included in the Airport Layout Plan, and require tenant business entities to be engaged in or operate in support of aeronautical activities. However, this type of assignment of leasehold interest (sometimes referred to as a mortgage of leasehold) is anticipated and expressly permitted by Federal Aviation Administration regulations. This financing opportunity is specifically approved as a standard provision in WAA lease documents.

Financial Considerations: This assignment is revenue and expenditure neutral to the WAA. Any exercise of this assignment would require INTRUST Bank, N.A. to undertake the scheduled lease payments owed by LeaseCorp.

Legal Considerations: This approval process exercises a right reserved to LeaseCorp in the underlying lease. The above assignment has been negotiated by and is approved by the Law Department.

Recommendations/Actions: It is recommended that the WAA approve the LeaseCorp Lease Assignment to INTRUST Bank, N.A.

Attachments: LeaseCorp Aviation, LLC/INTRUST Bank, N.A. Lease Assignment.

LEASE AGREEMENT

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

LEASECORP AVIATION, LLC

Commercial Hangar Operator
Wichita Mid-Continent Airport
Wichita, Kansas

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By _____ By _____ 54
Title _____ Raymond L. Koenig, President 54
"LESSEE" 54

THIS AGREEMENT is entered into this October 14, 2014, between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (LESSOR) and LeaseCorp Aviation, LLC Federal Tax Identification #46-1861240 (LESSEE).

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

WHEREAS, LESSOR owns, operates, regulates, administers, and maintains the campus of Wichita Mid-Continent Airport (Airport); and

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

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

1. PREMISES

LESSOR agrees to let to LESSEE, and LESSEE does hereby rent from LESSOR certain real property located at 6565 Pueblo Court, consisting more or less of 85,683 sq. ft. of land and 6545 Pueblo Court, consisting more or less of 73,238 sq. ft. of land, (Premises), as set forth and shown on the attached Preliminary Exhibit "A". The Premises shall include the land and any facilities, structures and improvements located and constructed on the land. The Parties anticipate a final form Exhibit A to be substituted upon completion of the site survey.

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.

2. INITIAL TERM

The Term of this Agreement shall commence on December 1, 2014, and shall continue for a period of twenty years ("Initial Term"), with the Initial Term expiring on November 30, 2034, unless otherwise terminated under provisions agreed to herein.

3. OPTION TERMS

This Agreement may be renewed for two (2), consecutive five (5) year periods ("Option Term"), provided LESSEE is not in default hereunder beyond any applicable grace or cure periods in Rent or other payments to LESSOR at the time notice requesting exercising an Option Term is given. If LESSEE wishes to exercise an Option Term, written notice shall be submitted to LESSOR no less than ninety (90) days prior to the expiration of the Initial Term (for 1st 5-year option), and ninety (90) days prior to the expiration of the first Option Term (for 2nd 5-year option). If LESSEE is in default of any obligation under this Agreement beyond the time periods expressly allowed in this Section then any notice attempting to exercise the Option Term(s) shall be void.

The first Option Term, if exercised by mutual agreement of both parties, shall commence on November 1, 2034, and expire on October 31, 2039. The second Option Term, if exercised by mutual agreement of both parties, shall commence on November 1, 2039, and expire on October 31, 2044.

4. LAND RENT DURING INITIAL TERM

Upon commencement of this Agreement, LESSEE shall pay to LESSOR basic land rental for the Premises located at 6565 Pueblo Court, containing approximately 85,683 sq. ft. of land and 6545 Pueblo Court, containing approximately 73,238 sq. ft. of land. That rent shall be calculated as follows:

INITIAL TERM 6565 Pueblo Court – 85,683 Sq. Ft. 6545 Pueblo Court – 73,238 Sq. Ft. Total = 158,921 Sq. Ft.*					
Years			Rate Per Sq. Ft.	Annual	Monthly
12/1/2014	-	11/30/2019	.1982	31,498.14	2,624.85
12/1/2019	-	11/30/2024	.2081	33,071.46	2,755.96
12/1/2024	-	11/30/2029	.2185	34,724.24	2,893.69
12/1/2029	-	11/30/2034	.2294	36,456.48	3,038.04

*Square footage leased area is to be finally determined by a site survey. The rental rate per square feet will remain as shown. The annual and monthly amount may be adjusted based on calculations from the site survey information.

5. FACILITY RENT DURING OPTION TERM(S)

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

6. LAND RENT DURING OPTION TERMS

FIRST OPTION TERM 6565 Pueblo Court – 85,683 Sq. Ft. 6545 Pueblo Court – 73,238 Sq. Ft. Total Sq. Ft. = 60,468 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
12/01/2034	-	11/30/2039	.2409	$38,284.07	$3,190.34

SECOND OPTION TERM 6565 Pueblo Court – 85,683 Sq. Ft. 6545 Pueblo Court – 73,238 Sq. Ft. Total Sq. Ft. = 60,468 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
12/01/2039	-	11/30/2044	.2529	$40,191.12	$3,349.26

7. OTHER FEES AND CHARGES

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

8. PAYMENT PROCEDURE

LESSEE shall pay to LESSOR in advance on the first day of each month, without demand or invoicing, for both facility rental and land rental for the Premises as set forth herein. In the event LESSEE fails to make payment within ten (10) days of the dates due as set forth in this Agreement, then LESSOR, may charge LESSEE a monthly service charge of twelve percent (12%) on an annual basis for any such overdue amount, unless a lesser sum is set as the maximum allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred by LESSOR in attempting to obtain payment.

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

Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

or such other address as designated in writing.

9. LESSEE'S IDENTITY

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

10. PERMITTED USE OF PREMISES

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

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

LESSEE recognizes that other tenants now and hereafter may occupy other portions of the Airport, and that such other tenants shall have the right to use public roadways, streets, ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations, and these common facilities are not under an exclusive use lease; and LESSEE shall conduct its operations in such a manner as to not impede access by others to these common facilities, nor in any other way interfere with, nor disrupt the business of other tenants or the quiet enjoyment of their leasehold interests at the Airport.

LESSEE recognizes that this right of quiet enjoyment and unimpeded access extends to all tenants equally. No tenant has the right to overhang or otherwise invade by vegetation, equipment, improvements, any part of an aircraft the leasehold premises of any other tenant or the vertical areas there above commencing at the property lease line and all areas therein. This prohibition applies to both permanent and transitory invasions. The sole exception to this provision shall be for the navigational easement, described in the Airspace and Easement for Flight provisions of Section 53 General Provisions, granted to airborne aircraft.

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

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

11. PROHIBITED USE OF PREMISES

The Premises shall not be used for any purpose not expressly authorized in Section 10, PERMITTED USE OF PREMISES. The following operations, services and concessions shall be specifically prohibited on or from the Premises:

(a) Commercial catering, restaurant and/or lounge concessions;
(b) Commercial (for hire) ground transportation;
(c) Commercial "paid" parking;
(d) Commercial hotel or lodging;
(e) Sale of non-aviation products and services;
(f) Sale, trade or bartering of aviation fuels, or other fuel or lubricant products;
(g) Revenue-producing communication systems or systems not directly applicable to LESSEE's operations on the Premises;
(h) Automobile rental service;
(i) 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;
(j) Commercial outdoor advertising;
(k) Any activity reasonably considered by LESSOR to not be aviation purposes or purposes incidental or related thereto in connection with an aircraft maintenance operator.

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

12. NON-EXCLUSIVE USE OF CERTAIN FACILITIES

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

13. LESSEE'S RIGHTS AND PRIVILEGES

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

(a) The rights to install, operate, repair, and store 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 invitees, contractors, subcontractors, agents, representatives and employees; subject, however, to all reasonable security regulations;

(c) The right in common with others authorized to do so, to use the common areas of the Airport, consisting of but not limited to roadways, streets, ramps, taxiways, runways, access gates, lighting beacons, and navigational aids; and

(d) The right to uninterrupted taxiway connection and access from the Premises to the LESSOR's air operations area (AOA) connecting and adjacent to the Premises.

14. LESSOR'S RIGHTS AND PRIVILEGES

LESSOR expressly reserves from the Premises:

(a) Mineral Rights. All gas, oil and mineral rights in and under the soil.

(b) Water Rights. All statutory, exempt, vested, and granted appropriation rights for the use of water, and all rights to request further appropriations for the Premises.

(c) Airspace. A public right of flight through the airspace above the surface of the Premises. This public right of flight 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 on the Premises visual and electronic navigational aids.

(e) Entry and Inspection of Premises. The right of LESSOR, its authorized officers, employees, agents, contractors, subcontractors, authorized government agents, or other representatives to enter upon the Premises:

(1) To inspect at reasonable intervals during regular business hours (or any time in case of emergency or lawful investigation) to determine whether LESSEE has complied, and is complying with the terms and conditions of this Agreement;

(2) To Inspect Premises, facilities, and equipment for compliance with laws, regulations and/or codes of the federal, state or local government, airport rules and regulations and airport standard operating procedures; and

(3) To construct or erect new facilities, or to perform maintenance, repair, or replacement relating to the Premises or any facility thereon, as may be required and necessary, but LESSOR shall not be obligated to exercise this option.

(f) Radio/Wireless Communication Systems. The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises.

(g) General Provisions. The right to exercise any and all rights set out in Section 53, GENERAL PROVISIONS.

(h) Signage. The right to enter onto the premises for installation, and the right to install any signage on the Premises required by law, order, rule, regulation, Airport Security Program or federal directive.

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

15. NON-INTERFERENCE WITH AIRPORT OPERATIONS

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

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

16. COOPERATION WITH AIRPORT DEVELOPMENT

LESSEE understands and agrees that LESSOR may pursue Airport development, improvements and maintenance activities from time-to-time that may affect the Premises and other areas of the Airport. LESSEE agrees to work cooperatively and in good faith with the LESSOR and other tenants and contractors in development, improvement and maintenance activities to minimize any disruptions. If requested by the LESSOR, LESSEE shall cooperate with and assist the LESSOR to the greatest extent possible in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Airport development, improvement, and maintenance activities. LESSOR may temporarily or permanently close, re-route, or consent to the closing or re-routing of any method of ingress or egress on the Airport, so long as the means of ingress and egress are reasonably equivalent to current access available to LESSEE. LESSOR may temporarily close the runway, taxiways, ramps or portions thereof for purposes of maintenance, replacement, re-construction or expansion. Provided that exercise by LESSOR of any such Airport development, improvement, or maintenance shall be without expense to the LESSEE and shall not unreasonably or materially interfere with LESSEE's use of the Premises, and shall not delay LESSEE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

17. DESIGN AND CONSTRUCTION

LESSEE agrees to construct a 25,200 sq. ft. facility located at 6565 Pueblo Court and 17,400 sq. ft. facility located at 6545 Pueblo Court on the Premises shown on the attached Exhibit "A" as it may be amended. LESSEE warrants that the improvements, when completed, will be necessary or useful by LESSEE for activities allowed under this Agreement. LESSEE agrees to proceed diligently to complete the improvements. It shall be treated as an event of default under this Agreement if construction of the facility on 6565 Pueblo Court has not commenced within twelve (12) months from the commencement of the Term of this Agreement. Such failure to commence construction shall be treated as an event of default under Section 32, TERMINATION BY LESSOR. It shall be treated as an event of default under this Agreement if a Certificate of Occupancy is not issued by the City of Wichita for the facilities on 6545 Pueblo Court within twelve (12) calendar months from the issuance of construction notice-to-proceed. LESSOR may extend such time periods in writing at its complete discretion.

LESSEE agrees to construct a second hangar within twenty-four (24) months from the commencement of this Agreement, on that portion of the leased Premises shown on Exhibit "A" as 6545 Pueblo Court. LESSEE shall have the right to sever 6545 Pueblo Court from the Premises within twenty-four (24) months from the commencement of the Agreement upon written notice to LESSOR. Ground rent for the balance of the tenancy, dating from the notice of severance, shall be reduced pro rata using the rate per sq. ft. set out in Section 4 of this Agreement, but there shall be no refund for ground rent for 6545 Pueblo Court previously paid, nor reduction of ground rent for 6545 Pueblo Court accrued and owing prior to notice of severance. If construction of this second hangar has not substantially begun by November 30, 2016, the LESSOR has full discretion to sever 6545 Pueblo Court from the Premises. This change in the description of the Premises shall be accomplished immediately upon unilateral, written notice of severance from LESSOR to LESSEE. Upon receipt of such notice, LESSEE shall immediately relinquish all use and control over 6545 Pueblo Court. Ground rent for the balance of the tenancy, dating from the notice of severance, shall be reduced pro rata using the rate per sq. ft. set out in Section 4 of this Agreement, but there shall be no refund for ground rent for 6545 Pueblo Court previously paid, nor reduction of ground rent for 6545 Pueblo Court accrued and owing prior to notice of severance. All provisions of this Agreement shall continue to apply to the remaining Premises, 6565 Pueblo Court after severance, whether accomplished by LESSOR or LESSEE.

If the Agreement is terminated due to failure to commence or complete the construction as set forth in this Section, LESSEE shall, at LESSOR'S election and at LESSEE's sole expense, be required to restore the Premises to a like and comparable condition as it existed at the commencement date of this Agreement. This restoration shall be completed within a time period of ninety (90) calendar days from expiration of LESSEE'S opportunity to cure as set out in

Section 32, TERMINATION BY LESSOR. At the end of the ninety (90) day period described above, LESSOR shall be entitled to complete the restoration work at LESSEE'S expense, plus an additional twenty percent (20%) administrative fee to be paid by LESSEE directly to LESSOR. The parties recognize that the Premises are unique property of substantial value, and stipulate that injunctive relief is appropriate to enforce the provisions of this Section. At LESSOR's election, LESSOR shall have the option to complete the construction, utilizing the performance bonds to the extent available at LESSEE's sole expense, as set forth in Section 19, CONSTRUCTION COSTS in lieu of restoration.

LESSEE shall design and construct facilities and improvements on the Premises subject to the LESSOR'S express approval of LESSEE'S proposed plans and specifications. Such construction shall adhere to the terms of this Agreement and to any additional design and construction standards, Airport Standard Operating Procedures, Airport Minimum Standards, Airport Security Program, and any other applicable regulations, codes and requirements set out by LESSOR or any governmental agency, or unit. Plans and specification review submittals shall follow accepted practice for such deliverables, and the LESSOR shall provide comments, as applicable, on each submittal. Upon the LESSOR's reasonable request, the LESSEE shall provide additional or supplemental submittals, as may be reasonably required, to fully understand the proposed improvements. No above-ground wires or other utilities shall be installed on the Premises. LESSEE shall construct and maintain at its own expense, paved taxiway access to the Airport's existing taxiway system if required by LESSEE's future construction. All aircraft pavement provided by LESSEE shall be designed and constructed in full conformance with applicable LESSOR and FAA standards for the largest type of aircraft expected to use the Premises.

LESSEE shall provide a storm water management plan as part of the preliminary plan review process. Storm water management facilities shall be designed and maintained in accordance with guidelines established by the City of Wichita, the Wichita Airport Authority, and all federal agencies. No construction, development or subsequent activities shall be allowed to cause adverse drainage issues such as erosion, blocking the flow of water, etc. No runoff shall be allowed to leave the leasehold. LESSOR shall have the option to conduct such construction as needed to insure compliance with the storm water management plan. In the event of any negative impact due to LESSEE's construction, LESSOR shall be entitled to complete restoration work at LESSEE's expense, plus an additional twenty percent (20%) administrative fee to be paid by LESSEE directly to LESSOR. Upon LESSOR'S approval of all plans and specifications and upon approval and issuance of required building permits by the Metropolitan Area Building and Construction Department (MABCD), the LESSEE and LESSEE's employees, contractors, subcontractors, suppliers, agents, and/or representatives shall have the right to enter upon the Premises and commence construction. Stormwater best management practices (BMPs) shall be

installed and maintained as required by LESSOR, and other federal, state, and local agencies having regulatory jurisdictional authority.

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

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

18. FUTURE ALTERATION AND IMPROVEMENT STANDARDS

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

19. CONSTRUCTION COSTS

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

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

For improvement that exceeds five thousand dollars ($5,000) constructed on the Premises, LESSEE shall purchase and maintain a builder's risk insurance policy, or require its prime contractor to carry such policies, in a sum equal to the full project replacement value as set forth in Section 28, LIABILITY INSURANCE. Builder's Risk coverages shall be in effect from the

date of the construction notice-to-proceed and continue in force until all financial interest ceases. LESSEE shall also purchase and maintain any other insurance policies described in Job Site Requirements document relating to construction of the Premises. All other coverages shall remain in force as described in the Job Site Requirement document. The Wichita Airport Authority and the City of Wichita shall be named as additional insured on such policies, and all policies shall be written by insurers subject to LESSOR's reasonable approval.

20. CONSTRUCTION INSPECTIONS

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

21. REMOVAL AND DEMOLITION

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

22. TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES

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

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

The term "fixtures", whenever used in this Agreement, shall be construed to include all structures and fixed systems and equipment erected or installed upon the Premises, all fencing, grading and pavement, all underground wires, cables, pipes, conduits, tanks, drains and drainages; and all other property of every kind and nature which is permanently affixed to the Premises, except LESSEE's personal property.

All facilities, structures and improvements, and alterations and additions to the Premises, excluding personal property of LESSEE, placed at the expense of LESSEE, shall remain upon and be surrendered with the Premises as a part thereof, on any termination of this Agreement, for any cause, and shall remain the property of the LESSOR.

23. LIENS

LESSEE shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Premises or any improvements thereon. Should any lien be placed on the Premises or any improvements thereon, LESSEE shall cause to be removed any and all liens of any nature. This obligation includes, but is not limited to, tax liens and liens arising out of or because of any financing, construction or installation performed by or on behalf of LESSEE or any of its contractors or subcontractors upon LESSEE's Premises or arising out of or because of the performance of any work or labor to it or them at said Premises or the furnishing of any materials to it or them for use at said Premises. Should any such lien be made or filed, LESSEE shall bond against or discharge the same within thirty (30) days after actual notice of the same from any source, whether from LESSOR or otherwise, and provide written proof of discharge or bonding to LESSOR within that time. LESSEE acknowledges that LESSEE acquires no equity interest in the Premises, notwithstanding its construction of improvements on the Premises. Although such improvements accrue to the LESSOR, improvements are for the enhancement of LESSEE's use of the Premises. LESSEE has no

agency authority to act on behalf of LESSOR for any such construction. LESSEE may not mortgage or pledge as collateral its leasehold interest herein without the prior written consent of the LESSOR.

LESSOR may consent, upon LESSEE's written request, to an assignment of rents to a governmentally regulated and insured commercial lender as partial security for financing of LESSEE's activities on the Premises, which assignment is intended to be a present transfer to such lender of all of LESSEE's rights to collect and receive rents and charges from approved users, operators, sublessees and permitees. Lender(s) shall have no rights to assign this Agreement or sublease the Premises without the prior written consent of the LESSOR as required under Section 26, ASSIGNMENT and Section 27, SUBLEASING, PERMITTING AND CONTRACTING. Upon LESSEE's written consent LESSOR agrees to give Lender(s) notice of any default or termination of the Agreement, and allow Lender(s) the same opportunity as the LESSEE under the Agreement to correct any condition or cure any default. Nothing in this Section is intended to relieve the LESSEE of its obligations under this Agreement.

24. TAXES, LICENSES AND PERMITS

LESSEE agrees to pay all present and future taxes or, in lieu of taxes, special assessments now or hereafter levied or assessed (1) upon the Premises and facilities, (2) upon property owned or possessed by LESSEE and situated on the Premises, and (3) upon LESSEE's interest in or use of the Premises. LESSEE shall defend, indemnify and save LESSOR and the City of Wichita, Kansas harmless from any claims or liens in connection with such taxes, obligations in lieu of taxes or assessments.

LESSEE shall promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation on the Premises. LESSEE may elect, however, at its own cost and expense, to contest any such tax, excise, levy, or assessment. LESSEE will keep current all Federal, State or local licenses, operating certificates or permits required for the conduct of its operations. LESSEE represents and warrants to LESSOR that it has obtained all license, franchise, operating certificates or other agreements or permits necessary to operate LESSEE's operation in accordance with the terms of this Agreement, and LESSEE covenants to keep all such licenses, franchises, permits, operating certificates and other agreements in full force and effect during the Term of this Agreement.

LESSEE shall pay all lawful taxes and assessments which, during the term hereof, may become a lien upon or which may be levied by the State, County, City or any other tax levying body, upon the leased Premises or upon any taxable interest of LESSEE acquired in this lease agreement, or

any taxable possessory right which LESSEE may have in or to the leased Premises, including any improvements or facilities located on the Premises. LESSEE shall also pay all lawful taxes and assessments on taxable property, real or personal, owned by LESSEE in and about said Premises. Nothing in this Section shall prevent LESSEE from contesting the legality, validity or application of any such tax or assessment to the full extent LESSEE may be lawfully entitled so to do.

25. UTILITIES

LESSEE shall pay all costs for utility services (whether for installation, service, administration, connection, or maintenance thereof) used by LESSEE at or upon the Premises with no responsibility or expense accruing or 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) days after receipt of LESSOR'S invoice. LESSOR agrees that any such costs invoiced to LESSEE will be based on the rates charged to LESSOR by utility supplier, plus reasonable capital and administrative recovery costs.

Unless otherwise agreed upon in writing, if LESSEE requires utilities beyond that currently provided or that are available to be extended to the Premises boundary, LESSEE agrees to pay the full cost and expense associated with the upgrade/extension/installation of all such utilities related to its use of the Premises, and to comply with all provisions for maintaining such utilities.

The LESSOR reserves for itself the right to upgrade, extend, install, maintain and repair all utilities and services on or across the Premises, whether or not such services or utilities are for the benefit of LESSEE. The LESSOR shall take all reasonable care and diligence to protect existing improvements and utilities, and shall avoid to the greatest extent possible any unreasonable interference or interruption to LESSEE's operations.

All electrical, data and communications utilities installed or caused to be installed shall be underground, and no utility services or other cables or wires shall be installed on poles or otherwise above ground. Unless otherwise provided in this Agreement, all utilities and conduits or ducts installed by anyone on the Premises shall be considered fixtures as defined under Section 22, TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES, and shall become the owned property of LESSOR. All utility facilities installations shall meet the requirements of Section 18, FUTURE ALTERATION AND IMPROVEMENT STANDARDS of this Agreement.

Wastes not legally permitted and authorized for disposal into the storm and/or sanitary drainage system shall not be discharged, connected or introduced into storm and/or sanitary drains and the storm and/or sanitary drainage system. LESSEE shall take all reasonable precautions to prevent the discharge of material into any drainage system that would create interference with the flow therein, or that would cause a hazard or unlawful contamination thereto. A copy of LESSEE's Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasure Plan shall be submitted to the LESSOR upon the LESSOR's request.

26. ASSIGNMENT

With the exception of assignment to a parent or "holding" company or subsidiary, LESSEE shall have no right to assign or delegate any of its rights or duties pursuant to this Agreement without the prior written consent of LESSOR. Any assignment or delegation so made and so permitted shall be subject to all terms, conditions and other provisions of this Agreement. Any attempted assignment or delegation in violation of this provision shall be void and have no force or effect whatsoever.

27. SUBLEASING, PERMITTING AND CONTRACTING

LESSEE shall not sublease, rent or permit any persons, firms or corporations to occupy any part of the Premises, or to provide any type of commercial or non-commercial operation, aviation or otherwise, on the Premises without having first received the prior written consent of LESSOR, granted only under the following conditions:

(a) Any arrangements must be in the form of a written instrument and must be for purposes and uses of the Premises as authorized under this Agreement, and shall be subject to the provisions of this Agreement. LESSEE shall submit a copy of such proposed instrument at the time of requesting consent of LESSOR.

(b) All sublease(s) must comply with Sections 10 and 11 of this Agreement, and 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 must keep current records on file and available for LESSOR's inspection, that describes the nature and document the legitimacy of the sublessee's business, including all current municipal, state, or local licenses or permits required for the conduct of sublessee's business.

(d) LESSEE hereby agrees that it shall incorporate language acceptable to LESSOR into all of its sublease agreements, placing on any sublessee and that sublessee's affiliated

entities, customers, employees, invitees, contractors, and subcontractors similar restrictions, as may be appropriate to its approved uses as those which bind LESSEE and its use of the facility through this Agreement. LESSEE shall also incorporate and make reference to this Agreement, as may be amended from time to time, to ensure sublessee's operations and conduct are subject to and are in compliance with the terms and conditions of this Agreement, as may be amended from time to time. Any sublease agreement shall explicitly state that it is subordinate to this Agreement, and that the sublessee shall never obtain rights in the Premises greater than those held by LESSEE under this Agreement, as amended. Any sublessee shall be specifically subject to eviction from the Premises as a result of termination, cancellation, or expiration of this Agreement, irrespective of sublessee's state of compliance with the terms of its sublease.

(e) LESSEE shall at all times during the term(s) of approved sublease(s), remain responsible to LESSOR for the compliance of its sublessees with the terms and conditions of any approved sublease and with this Agreement. LESSOR may look to LESSEE directly to satisfy any failure of sublessee to comply with these documents.

(f) Consent to one sublease permit or subcontract shall not be deemed consent to any subsequent sublease permit or subcontract. Prior written consent of the LESSOR shall be required for each sublease permit or subcontract executed by the LESSEE.

It is understood and agreed that this Section does not apply to third party hangar space lease/rental arrangements for private use of aircraft storage, and office space related and incidental to the operation and administration thereof, as may be customary in the normal course of business as a commercial hangar operator.

28. LIABILITY INSURANCE

LESSEE shall procure, maintain and carry, at its sole cost, in accordance with and/or until completion 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 of the insuring company. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless otherwise approved by the LESSOR, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates must be received and approved by the LESSOR prior to occupancy. LESSOR retains the right to require changes in the character, coverages and amounts of coverage commensurate with changes in the LESSEE'S use of the Premises. All policy deductibles shall be shown on the certificate of insurance and meet the approval of the LESSOR.

The failure of LESSOR to reject the LESSEE'S proffered insurance shall not be deemed to constitute an acceptance by the LESSOR of deficient insurance coverage. If the LESSEE fails to procure or maintain any of the specified coverages the LESSOR has the right, but not the obligation, to secure the coverage and charge the cost to the LESSEE along with a 20% administrative fee.

The LESSEE shall be responsible for determining the types and limits of insurance coverage required by any approved SUBLESSEE. At a minimum, such SUBLESSEE shall carry Workers' Compensation, general liability (minimum of $1,000,000 per occurrence) and automobile liability (minimum of $500,000 combined single limit). LESSEE shall require in any approved sublease that the Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds on the SUBLESSEE'S general liability policy.

The requirements, procurement and carrying of the required insurance shall not limit any of the LESSEE's obligations or liability under this Agreement or as a matter of law.

Where "minimum limits" of insurance are specified in this Section, such minimum insurance limits are required and considered by LESSOR to be the lowest insured amounts acceptable under this Agreement. The LESSEE is not limited or restricted whatsoever in securing additional insurance coverage and higher insured limits than those specified herein if, at the LESSEES determination and discretion and commensurate with the type of activity and associated business and operational risk, additional coverage and higher limits are necessary and appropriate.

Insurance shall include the following terms, conditions and minimum limits:

a) WORKERS' COMPENSATION
LESSEE shall maintain Workers' Compensation insurance to cover the statutory requirements of the Workers' Compensation laws of the State of Kansas for its operations on the Premises, and when applicable, to Federal Laws and Voluntary Compensation and Employer's Liability (including occupational disease) coverage.

b) AUTOMOBILE LIABILITY
LESSEE shall maintain automobile insurance, which shall include all owned, non-owned and hired automobiles used on the Premises, and shall have minimum bodily injury and property damage limits as outlined herein.

Combined Single Limit	$500,000 Each Accident

c) COMMERCIAL GENERAL LIABILITY

LESSEE shall maintain Commercial General Liability Insurance on an occurrence form. Minimum limits, as outlined herein, shall be:

Annual Aggregate	$2,000,000
Each Occurrence	$1,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds.

d) UMBRELLA/EXCESS LIABILITY COVERAGE

The LESSEE shall provide minimum Umbrella/Excess liability limits (excess of all coverages other than Workers' Compensation) of:

Each Occurrence Limit	$5,000,000
Annual Aggregate Limit	$10,000,000

e) HANGARKEEPERS AND PREMISES LIABILITY COVERAGE

The LESSEE shall maintain Hangarkeepers and Premises Liability Insurance. Minimum limits, as outlined herein, shall be:

Each Occurrence Limit	$5,000,000
Annual Aggregate Limit	$10,000,000

The Wichita Airport Authority and the City of Wichita shall be added as additional insureds for the Premises Liability only.

f) POLLUTION LIABILITY COVERAGE

The LESSEE shall provide *pollution liability* coverage with a minimum limit of:

Each Claim	$1,000,000
Aggregate Limit	$2,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds covered under this *pollution liability* coverage.

LESSEE agrees that in the event of future changes in the law or upon notice by the LESSOR, the minimum levels of insurance required by this Section may be increased within the bounds of commercial reasonableness.

LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of certificates, evidencing that such insurance is in full force and effect, and stating the terms thereof. This Agreement shall not commence until certificates of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing 12 month period. Failure to maintain satisfactory insurance policies in force shall constitute grounds for termination of this Agreement as set forth in Section 32, TERMINATION BY LESSOR.

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

29. ALL RISK PROPERTY INSURANCE

LESSEE, at its expense, throughout the term of this Agreement, shall cause any structures, facilities, improvements and fixtures on the Premises to be insured against loss or damage by fire or other casualty equal to the full replacement value thereof and by an all risk coverage policy furnished by a company licensed to do business in Kansas. Such policy shall not exclude, or in the alternative, shall carry full coverage endorsements for damage from tornado, hail, flood, sewer backup, explosion and collapse, and shall furnish LESSOR a certificate evidencing such insurance. The proceeds of any payments made under such insurance policy or policies shall be used to rehabilitate or reconstruct the insured facilities, subject to the provisions governing damage or destruction found at Section 49, DAMAGE AND DESTRUCTION. LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with all certificates evidencing that such insurance is in full force and effect, and stating the terms thereof. This Agreement shall not commence until certificates of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing 12 month period. Failure to maintain satisfactory insurance policies in force shall constitute grounds for termination of this Agreement.

30. SUBROGATION OF INSURANCE

LESSOR hereby waives any and all rights of recovery against LESSEE for or arising out of damage or destruction of the building, or the demised Premises, or any other property of LESSOR, from causes then included under any of LESSOR's property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of LESSEE, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver without diminution of LESSOR coverage.

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

31. LOSS OF PERSONAL PROPERTY

Any personal property of LESSEE or others placed in or upon the Premises shall be at the sole risk of the LESSEE, and LESSOR shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the LESSEE waives all rights of subrogation against recovery from the LESSOR for such loss or damage unless such loss or damage is the result of the LESSOR's negligence.

32. TERMINATION BY LESSOR

The LESSOR, in addition to any other rights to which it may be entitled by law or otherwise, may terminate this Agreement by giving LESSEE written notice in the event of default by LESSEE under this Agreement failing to be resolved in less than sixty (60) days after the LESSEE's receipt of written notice of such event of default and opportunity to cure from the LESSOR, upon or after the happening of any one of the following events:

(a) LESSEE shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and LESSEE is thereafter adjudicated bankrupt pursuant to such proceedings;
(b) A court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act;
(c) Receiver of LESSEE's assets shall be appointed;
(d) LESSEE shall be divested of its estate herein by other operation of law;
(e) LESSEE shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSEE are to be performed, kept or observed.

If any such condition or default cannot reasonably be corrected within the 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 days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the term shall cease and expire at the end of the 30-day extension then in effect.

Acceptance of rental by LESSOR for any period or periods after a notice of default is issued by LESSOR of any of the obligations, terms, warranties and conditions herein contained to be performed, kept and observed by LESSEE shall not be deemed a waiver of any other right on the part of LESSOR to terminate this Agreement for failure by LESSEE so to perform, keep and observe any of the obligations, terms, warranties, or conditions hereof to be performed, kept and observed. No waiver of default by LESSOR of any of the obligations, terms, warranties or conditions hereof to be performed, kept and observed by LESSEE, shall be construed to be or act as a waiver of any subsequent default of any of the obligations, terms, warranties or conditions herein contained to be performed, kept and observed by LESSEE.

33. TERMINATION BY LESSEE

The LESSEE, in addition to any other rights to which it may be entitled by law or otherwise, may terminate this Agreement by giving LESSOR written notice in the event of default by LESSOR under this Agreement continuing for more than sixty (60) days after the LESSOR's receipt of written notice of such event of default and opportunity to cure from the LESSEE, upon or after the happening of any one of the following events:

(a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport or any major part thereof for Airport purposes and the remaining in full force of such permanent injunction for a period of at least one hundred eighty (180) days.

(b) Inability of the LESSEE to use, for a period in excess of one hundred eighty (180) days, the Airport or any part of the facility because of any law, order, rule, regulation or other action or non-action of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.

(c) LESSOR shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSOR are to be performed, kept or observed:

i. LESSEE may give LESSOR written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by LESSOR, LESSEE may terminate this Agreement and the term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the Term, unless such condition or default cannot reasonably be corrected within the 60-day period and LESSOR has demonstrated due diligence with respect to curing said default, then such cure period may be extended for consecutive periods of 30 days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the term shall cease and expire at the end of the 30-day extension then in effect;

(d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the Airport and the facility herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the LESSEE for a period of one hundred eighty (180) days from operating on and within the facility.

(e) In the event of destruction of the facilities, improvements, or the demised Premises as more fully described in Section 49, DAMAGE OR DESTRUCTION.

34. MAINTENANCE AND REPAIR

LESSEE shall maintain and keep at its sole cost and expense, the Premises and the fixtures and appurtenances thereto in its original condition, subject to reasonable wear and tear, and keep the Premises free of trash, debris and obstructions. LESSEE, at its sole cost and expense, shall maintain and keep in good repair the entirety of the leased Premises and within all improvements placed thereon.

LESSEE's maintenance obligations include, but not limited to, the following:

(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, streets and roadways within the Premises.

(d) Repair or replacement of any damaged pavement and/or sub-grade on the Premises.

(e) Repair or replacement of damaged pavement taxiway entrance connectors as outlined in Exhibit "A".

(f) Connection of all utilities including, but not limited to, underground utility lines and connections within the leased Premises, connection and other fees.

(g) 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.

(h) All janitorial service, landscaping, landscape maintenance and mowing, and daily routine Premises clean-up work and trash removal to keep the Premises in good and tenantable condition throughout the term of this Agreement.

(i) Removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the leased Premises or out of

its operation. Such removal shall conform to all governmental requirements and regulations as more fully described herein. Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine clean-up of the Premises. LESSEE shall immediately react and take prompt corrective actions to remove and dispose of any paper, garbage and debris on Premises upon demand of LESSOR. LESSEE shall provide, and screen from public view, suitable covered receptacles for all garbage, trash and other refuse. Piling of boxes, cartons, barrels, pallets or other similar items in an unsightly or unsafe manner on or about the Premises is forbidden.

(j) Repair or replacement of any damaged paved surfaces and/or sub-grade on the Airport that may be caused due to the LESSEE's negligence or intentional misuse, or consent to use of such facilities of others. Negligence use includes, including but not limited to, the use exceeds the weight bearing capacity limits of the pavements.

LESSOR shall be responsible for maintenance, repair and replacement of common use paved surfaces and storm drainage systems on the Airport not within or upon the Premises. At anytime during the term of this Agreement, LESSOR, its agents or employees, shall have the right to enter upon the Premises and within all improvements placed thereon, to conduct reasonable inspections, and to direct work done as needed to meet the above-described maintenance condition in a timely manner.

Should LESSEE not meet the established maintenance and repair obligations for all improvements, LESSOR may, but is not required to, accomplish the needed repairs by Airport staff or a contract with a third party, with such repairs being made at LESSEE's expense. A twelve percent (12%) administrative fee will be charged on any task that is performed by the LESSOR or its agent on behalf of LESSEE upon thirty (30) days prior written notice of its intent to do so. The fee 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. In case of emergency action taken in order to protect against personal injury or property damage but not limited to, for which no notice is necessary, LESSOR shall charge the same cost to the expense of LESSEE and a twenty percent (20%) administrative fee.

35. SNOW AND ICE REMOVAL

LESSEE shall be responsible for all snow and ice removal on the Premises. Aircraft parking ramps and other Air Operations Areas within the Premises shall be maintained to a winter surface condition safe for aircraft operations, and safe for customers and employees moving and working on the ramp. At no time shall LESSEE engage in snow and ice removal beyond the Premises without the prior approval of the LESSOR.

Snow piles, windrows or other accumulations of snow shall not:

(a) Be closer than twenty five feet from any security fence;
(b) Block any access gates or controls;
(c) Block or impede any taxiway or taxi lane;
(d) Impose an obstruction within the object free area (OFA) of any taxiway or taxi lane;
(e) Infringe upon, block or interrupt the business of other airport tenant leaseholds.

Snow piles and accumulations requiring removal may be stored on pre-approved/arranged paved or non-paved areas.

Only FAA approved dry and liquid chemicals may be used for de-icing or snow removal on aircraft operating surfaces, as set forth in Advisory Circular 150/5200-30, current edition, or as may be amended, *Airport Winter Operations and Safety*, Section 4-6 *Approved Chemicals*, current edition, or as may be amended.

The use of snow and ice removal contractors may be authorized subject to prior written approval by LESSOR, and subject to acceptable completion of contractor employee training, and other reasonable safety requirements and standards that LESSOR may impose, including but not limited to compliance with Airport Rules and Regulations, and Standard Operating Procedures. All such snow and ice removal contractors shall maintain a general liability insurance policy of not less than $2,000,000 limit, naming LESSEE, LESSOR and the City of Wichita as additional insureds.

LESSOR shall be responsible for snow and ice removal on paved surfaces of the Airport not within the Premises.

36. LANDSCAPING

LESSEE shall provide and install appropriate landside landscaping and screening, including lawn, shrubbery, trees, bushes, and other plantings and screening on the Premises as a part of the construction of the improvements. All proposed landscaping plans and screening designs shall be submitted to the LESSOR for review and approval, which approval shall not be unreasonably withheld or unduly delayed. Such landscaping shall be in accordance with the Airport's design guidelines in effect at that time, and shall not be installed in such a manner so as to create a wildlife food source, habitat and hazard to aircraft operations. LESSEE agrees to maintain and/or replace such landscaping installations at least seasonally throughout the term of this Agreement or any extension thereof should they fail to survive in a manner aesthetically pleasing to LESSOR, a judgment which is to be exercised with reasonable discretion.

37. EXTERIOR SIGNS AND ADVERTISING

LESSEE agrees that no signs or advertising material shall be erected on the Premises or on any improvement or facility on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in advance in writing by LESSOR, which approval shall not be unreasonably withheld or unduly delayed.

LESSEE shall not erect, install, operate, nor cause or permit to be erected, installed, or operated upon any non-leased Premises of the Airport property, any signs, banners, or other similar devices for its own business, or the business of others. This provision shall not have the effect of limiting or restricting LESSEE's right to enter into an agreement with LESSOR'S authorized and permitted marketing, advertising or signage agency for the display of informational, marketing or advertising media at approved designated locations on Airport property.

LESSEE shall have not right to erect or install, or cause or consent to be erected or installed any commercial outdoor advertising by an outdoor commercial advertising agency.

38. PORTABLE STORAGE CONTAINERS/STRUCTURES

Unless specifically approved in writing, and under conditions specified by LESSOR, LESSEE shall not place or allow to be placed upon Premises, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies outside of an enclosed permanent building or structure. Unless specifically approved, and under conditions specified by LESSOR, LESSEE shall not place or allow to be placed upon Premises, any type of portable or temporary structure, trailer, mobile home, modular structure or device.

LESSOR will not unreasonably withhold approval of such container(s) and structure(s) if such is of a temporary nature for the purpose of supporting construction, alteration or improvement activity, or other approved project.

39. GRANTING OF EASEMENTS

LESSEE shall not (i) grant easements, licenses and other rights or privileges in the nature of easements with respect to the land, or (ii) release existing easements, licenses, right-of-ways and other rights or privileges, and LESSEE agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by LESSEE of (a) a copy of the instrument of grant or release or of the agreement or other arrangement, and (b) a written application signed by the LESSOR requesting execution and delivery of such instrument, provided that, such grant or release is not detrimental to the proper conduct of the business of LESSEE, and such grant or release will not impair the effective use or interfere with the efficient and economical operation of the facilities. LESSEE shall not request any payment or other consideration for such execution, the same being amply supported by the promises exchanged in this Agreement. Any payments or other consideration received by LESSOR for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of LESSOR. The obligations of this Section shall survive termination of this Agreement.

40. RULES AND REGULATIONS

LESSEE, its agents and employees, shall be subject to any and all applicable rules, regulations, Airport Standard Operating Procedures, orders and restrictions which are now in force or which may hereafter be adopted by the Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport or LESSEE's operations conducted hereunder.

LESSOR shall not be liable to LESSEE for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this Section provided, nor shall LESSEE be entitled to terminate this Agreement by reason thereof unless exercise of such authority shall so interfere with LESSEE's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas, or as set out in Section 33, TERMINATION BY LESSEE.

41. MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES

LESSOR may, with due notice, from time-to-time, adopt and enforce reasonable Minimum Standards for Aeronautical Activities on the Airport, and amendments thereto, and the LESSEE agrees to observe and comply with the same. However, any minimum standards which may be developed and promulgated in the future and during the Term of this Agreement shall not have the effect of imposing upon LESSEE the requirements of additional facilities, services or standards beyond that set forth in this Agreement.

42. AIRPORT SECURITY PROGRAM COMPLIANCE

LESSEE must obtain Airport Security Identification and Access Media (I.D. Media) for its employees, subcontractors, suppliers, agents, and representatives requiring access to the sterile areas, secured Air Operations Area (AOA), and Security Identification Display Area (SIDA), or other secured areas as may be identified in the Airport Security Program, and pay any related costs associated with this privileges as set forth under this Section. With respect to the issuance, maintenance, and administration of I.D. Media, the LESSEE shall pay or cause to be paid to the LESSOR all charges as may be established from time to time by the LESSOR. Such costs may include, but are not limited to: (i) the initial issuance of I.D. Media; (ii) the replacement of lost or stolen I.D. Media; (iii) administrative costs with respect to those I.D. Media not returned to the

LESSOR.

Said I.D. Media will be valid as set forth under the Airport Security Program, and must be returned to the Airport Public Safety Division, at 2193 Air Cargo Road within twenty-four (24) hours after expiration, suspension, and/or termination of this Agreement. Said I.D. Media will be valid for no longer than the period of this Agreement. The LESSEE shall be responsible for requesting the issuance of I.D. Media to employees or other authorized representatives of the LESSEE who require access to secured areas on the Airport due to operational need and necessity. In addition, LESSEE shall be responsible for the immediate reporting of all lost or stolen I.D. Media and the immediate return of the I.D. Media of LESSEE's personnel transferred from the Airport, or separated from the employ of LESSEE.

LESSEE warrants that it will at all times maintain the integrity of the Airport Security Program and comply with all applicable regulations of the Federal Aviation Administration ("FAA") and Transportation Security Administration ("TSA"), 49 CFR Parts 1500, 1544, 1546, 1548, and 1550 as amended or promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access for which LESSEE is responsible. The LESSOR shall have the right to require the LESSEE to conduct background investigations and to furnish certain data on such employees or other persons before the issuance of I.D. Media, which data may include the fingerprinting of any and all of its employees, subcontractors, suppliers, agents, and/or representatives. LESSEE also hereby agrees that it shall be responsible for any and all of the actions on the Premises of its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport Security Program. LESSEE hereby agrees that it will immediately implement any and all security changes that are directed either directly or indirectly by the TSA, FAA, or LESSOR. LESSEE further agrees to correct any security deficiency or other deficiency as may be determined as such by the LESSOR, the Department of Transportation ("DOT"), the FAA, or the TSA, or any other federal or state agency with jurisdiction. In the event LESSEE fails to remedy any such deficiency, the LESSOR may do so at the sole cost and expense of LESSEE. The LESSOR reserves the right to take whatever action is necessary to correct and remedy any security deficiency or other deficiency. When the LESSOR takes actions to remedy deficiencies of any kind, it shall be done in a reasonable and cost-conscious manner.

Should LESSEE, its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives cause any security violations, and should LESSOR be cited for a civil fine or penalty for such security violation, LESSEE agrees to reimburse LESSOR for any monetary civil fine or penalty which may be imposed on LESSOR. However, nothing herein shall prevent the LESSEE from contesting the legality, validity or application of such fine or penalty to the full extent LESSEE may be lawfully entitled, nor require LESSOR to pursue such a contest on LESSEE'S behalf. LESSEE may have I.D. Media/access privileges immediately suspended

and/or revoked by LESSOR for failure to adhere to the Airport Security Program, or for failure to return all I.D. Media within the time-frames specified herein.

The LESSEE agrees that information concerning the location, type, nature, capabilities, application and use of the LESSOR's security system is considered Sensitive Security Information (SSI) as defined by TSR 1520, and shall restrict the distribution, disclosure and availability of SSI only to persons with a need to know. All requests for SSI by persons not directly employed by the LESSEE, and deemed to have a need to know shall be referred to LESSOR for consideration and determination of whether such information is legal and appropriate for dissemination.

Before the LESSEE shall permit any employee, subcontractor, supplier, agents, customer, invitee, and/or representative to operate a motor vehicle of any kind or type on the AOA of Mid-Continent Airport (unless such employee is escorted by a LESSOR-approved escort), the LESSEE shall ensure that all such vehicle operators have completed required AOA access and driver training, possess a current, valid, and appropriate Kansas driver's license, appropriate Airport issued I.D. Media, and a Vehicle Ramp Permit. LESSEE company vehicles prominently displaying a permanent company name and/or logo on vehicles and equipment are excluded from the requirement of displaying a Vehicle Ramp Permit.

The LESSEE agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when entering, exiting and while on the AOA.

The LESSEE agrees that it shall be responsible for the installation, operation, maintenance, and monitoring of all vehicle and/or pedestrian access gates and doors and security access controls on the Premises with access from non-secured areas to the secured AOA. All such access gates and controls require the prior written approval of the LESSOR and shall be in compliance at all times with the Airport Security Program.

43. ENCROACHERS, TRESSPASSERS AND OTHER THIRD PARTY HAZARDS

LESSEE shall lawfully remove, or cause to be removed by LESSOR or other official law enforcement agency, all encroachers, trespassers and other third parties violating laws of the federal, state or local government, or who are not on the Premises for legitimate purposes.

44. FIRE EQUIPMENT AND SYSTEMS

LESSEE shall furnish and maintain on the Premises sufficient smoke detectors, portable fire extinguishing equipment and sufficient fire suppression as may be required by city code and insurance underwriters.

45. ENVIRONMENTAL ASSESSMENT

A "Phase I" and "Phase-II" environmental site assessment shall be conducted, at LESSEE's sole expense, by an environmental consultant satisfactory to the LESSOR within ninety (90) days following the termination or termination of this Agreement, and a copy of these reports shall be promptly provided to the LESSOR. The environmental site assessment results shall be compared to the original background levels established at the commencement of this Agreement. If any contamination of the property has occurred through LESSEE's fault or negligence, or the fault or negligence of a LESSEE supplier, agent or contractor, then LESSEE shall be required to re-establish background levels to the pre-existing levels, in a timely manner and acceptable to LESSOR.

Nothing in this Section shall be construed to hold LESSEE liable in any way for any environmental impact or release of Hazardous Substances affecting the Premises that occurs by reason of the mitigation, release, discharge or flow from other verifiable and documented off-site contamination sources that are not attributable to the LESSEE's activity on the Premises. The burden of proof shall rest exclusively with the LESSEE to demonstrate that any such environmental impacts affecting the Premises are not attributable to the LESSEE's activity on the Premises.

46. ENVIRONMENTAL COVENANTS

(a) The LESSEE hereby covenants that it will not cause or permit any Hazardous Substances to be placed, held, located, or disposed of, on, under or at the Premises and storage tank or within the vicinity, shown on the attached Exhibits A and B, other than in the ordinary course of business and in compliance with all applicable laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided in this Agreement to the LESSOR , the LESSEE hereby agrees to indemnify and hold harmless the LESSOR and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSOR or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during any term of this lease of any Substance (hazardous or otherwise) regulated by any applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws), if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, contractors, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(c) If, during the term of this Agreement, the LESSEE receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Substance (hazardous or otherwise) on the Premises or in connection with the LESSEE's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the LESSEE from any persons or entity (including, without limitation, the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE")), the LESSEE shall immediately notify the LESSOR in writing of said notice.

(d) The LESSOR shall have the right, but not the obligation, and without limitation of the LESSOR's other rights under this Agreement, to enter the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Substance (hazardous or otherwise) or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any Substance (hazardous or otherwise) or an environmental

complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against the LESSEE and/or which, in the reasonable judgment of the LESSOR, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the LESSEE or if such circumstances result from a Substance (hazardous or otherwise) owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the LESSOR in the exercise of any such rights shall be payable by the LESSEE, within 15 days of written demand by Landlord.

(e) If an event of default shall have occurred and be continuing, the LESSEE at the request of the LESSOR shall periodically perform, at the LESSEE's expense, an environmental audit and, if reasonably deemed necessary by the LESSOR, an environmental risk assessment, of the Premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the LESSEE with respect to the Premises. Such audits and/or risk assessments shall be conducted by an environmental consultant satisfactory to the LESSOR, and all environmental audits and environmental risk assessments must be reasonable satisfactory to the LESSOR. Should the LESSEE fail to perform any such environmental audit or risk assessment within 90 days of the written request of the LESSOR, the LESSOR shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the LESSOR in the exercise of such rights shall be payable by the LESSEE on demand.

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

(g) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the LESSOR hereby agrees to indemnify and hold harmless the LESSEE from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSEE by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the term of this Agreement and the period prior to the term of this Agreement of any Substance (hazardous or otherwise) (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule,

regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or placed upon the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release except to the extent such was caused by the LESSOR).

Environmental compliance shall not be limited to those items noted within this lease but shall include any current or future federal, state, or local law, statute or regulation, that may be required of LESSEE's operation (storage or use of Substances (hazardous or otherwise), activities of LESSEE's employees or contracted vendor's etc.). LESSEE shall provide LESSOR upon request copies of any plan, training program, training records, material safety data sheet or any other documentation required by said laws.

(h) The provisions of this article shall survive the termination of this Agreement.

47. IMPOSITIONS

LESSEE shall, during the life of this Agreement, bear, pay and discharge, before the delinquency thereof, any and all impositions, including all lawful taxes and assessments imposed on the Premises, personal property thereon, or LESSEE's possessory right therein. In the event any impositions may be lawfully paid in installments, LESSEE shall be required to pay only such installments thereof as become due and payable during the life of this Agreement as and when the same become due and payable. LESSOR covenants that without LESSEE's written consent it will not, unless required by law, take any action intended to cause or induce the levying or assessment of any imposition (other than special assessments levied on account of special benefits or other impositions for benefits or services uniformly imposed) which LESSEE would be required to pay under this Section and that should any such levy or assessment be threatened or occur LESSOR shall, at LESSEE's request, fully cooperate with LESSEE in all reasonable ways to prevent any such levy or assessment. Nothing herein contained 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 to do so.

48. INDEMNITY

LESSEE, shall protect, defend and hold LESSOR and the City of Wichita and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), or other liability of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of LESSEE's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSOR. The LESSOR shall give to LESSEE reasonable notice of any such claims or actions.

LESSOR shall protect, defend and hold LESSEE, its officers, 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.

49. DAMAGE OR DESTRUCTION

In the event that facilities or improvements on the Premises are damaged or destroyed in whole or in part by fire, lightning or any other peril or other casualty during the term of this Agreement, this Agreement shall remain in full force and effect and LESSEE shall proceed with due diligence to repair, restore, rebuild or replace said damaged or destroyed property or parts thereof to as good a condition as all affected properties were in immediately prior to such damage or destruction, subject to such alterations as LESSEE may elect to make and are permitted in this Agreement. All proceeds from the insurance policies related to such damage or destruction shall be applied to cover the cost of such repairs or restoration.

In the event the improvements are damaged or destroyed in whole or in part by fire, lightning or any other peril or casualty not resulting in whole or in part from the actions of the LESSEE during the term of this Agreement, and such damage, destruction or loss exceeds fifty five percent (55%) of the value of the property as it existed prior to the casualty loss, LESSEE shall have the election, indicated by written notice given to LESSOR within 180 days after the occurrence of such event, not to repair, restore, rebuild or replace the improvements. Upon such election by LESSEE, this Agreement shall be terminated effective as of the date such notice is given by LESSEE, and neither party shall have any further rights or obligations pursuant to this Agreement other than LESSEE'S obligation to satisfy damages arising from any negligent or intentional action of itself, its employees, agents or invitees to the extent not covered by insurance proceeds. All of the insurance proceeds shall be paid to LESSEE and LESSOR in pro-rata distributions as their interests may appear based upon the fair market value of each party's interest at the time the proceeds are received. Where allowed by the insurance policy, insurance proceeds shall first be applied to removal of damaged improvements from the Premises before such distribution.

50. CONDEMNATION

If, during the term, title to, or the temporary use of, all or any part of the Premises shall be condemned by any authority exercising the power of eminent domain, LESSEE shall, within fifteen (15) days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify LESSOR in writing as to the nature and extent of such condemnation and whether it is practicable for LESSEE to acquire or construct substitute improvements, or whether LESSEE shall elect to terminate this lease.

If LESSEE shall determine that such substitution is practicable and desirable and LESSOR shall agree thereto, LESSEE shall forthwith proceed with and complete with reasonable dispatch the

acquisition or construction of such substitute improvements. In such case, any net proceeds received from any award or awards with respect to the Premises or any part thereof made in such condemnation or eminent domain proceeds shall be used and applied for the purpose of paying the cost of such substitution. Any proceeds not required for such costs shall be distributed to the parties in pro-rata distributions as their interests may appear based upon Agreement term remaining and the fair market value of each party's interest at the time the proceeds are received.

If LESSEE shall determine that it is not practicable and desirable to acquire or construct substitute improvements, any net proceeds shall be distributed to the parties in pro-rata distributions as their interests may appear based upon the Agreement term remaining, and the fair market value of each party's interest at the time the proceeds are received.

LESSOR shall cooperate fully with LESSEE in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Premises or any part thereof. In no event will LESSEE or LESSOR voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Premises without the mutual agreement and written consent of the other party to this Agreement.

51. MODIFICATIONS FOR GRANTING FAA FUNDS

In the event that the LESSOR determines the Federal Aviation Administration requirements call for modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, these modifications or changes shall supersede this Agreement and LESSEE agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required by the LESSOR to fully comply with federal grant assurances and directives and to obtain Federal Aviation Administration grants-in-aid, provided that no such changes shall materially alter the rights or obligations of LESSEE hereunder.

52. NONDISCRIMINATION

The LESSEE agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, age (except where age is a bona fide occupational qualification), national origin or ancestry in its operations or services, and its use or occupancy of property under this Agreement. The LESSEE agrees to comply with all applicable provisions of federal and state laws, regulations, or executive orders prohibiting discriminatory conduct.

53. GENERAL PROVISIONS

Facility Development. LESSOR reserves the right to further develop or improve the landing area or any other area, building or other improvement within the present or future boundaries of Airport as it sees fit in its sole judgment regardless of the desires or view of LESSEE and without interference or hindrance by LESSEE. Further, LESSOR retains the absolute right to maintain, repair, develop and expand or replace the terminal building, utilities, ramps, taxiways, runways, streets, roadways, sidewalks, any other airport facility, airport improvement or airport property free from any and all liability to LESSEE for loss of business or damage of any nature whatsoever as may be occasioned during or because of the performance of such maintenance, repair, development, expansion or replacement.

Maintenance, Repair, Direction and Control. LESSOR reserves the right, but is not obligated to exercise the right, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in this regard. These areas will include, but are not limited to, those areas which are necessary to serve the aeronautical users of the Airport, except that LESSOR will 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 will 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 will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises which will 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 will 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 will 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 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 the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of LESSOR will 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 assignees, that it will not make use of the leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this Agreement term is breached, LESSOR reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of LESSEE without liability to LESSOR of any kind.

Airport Rules and Regulations, Policies, and Standard Operating Procedures. LESSOR will 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 Federal Aviation Administration (FAA) set out below are approved by both parties, and if applicable, LESSEE agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this Agreement:

(a) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The LESSEE assures that it will 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 will require that its covered suborganizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) LESSEE agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that LESSEE may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) LESSOR reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of LESSEE in this regard.

(g) LESSOR reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of LESSEE, and without interference or hindrance.

(h) LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of LESSOR, would limit the usefulness of the airport or constitute a hazard to aircraft.

(i) During time of war or national emergency LESSOR shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

(k) There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

(l) This Agreement shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Subordination to Agreements with the U.S. Government. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between LESSOR and the United States Government relative to the operation or maintenance of Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to LESSOR for Airport purposes, or the expenditure of federal funds for the improvement or development of Airport, including the expenditure of federal funds for the development of Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. LESSOR covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

Non-Waiver of Rights. No waiver or default by either party of any of the terms, warranties, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, warranties, covenants or conditions herein contained, to be performed, kept and observed by the other party.

Notices. Notices required herein may be given by registered, certified, or express mail, and shall be deemed served on the date such notice is deposited in the United States Mail, or by prepaid private courier in the continental United States. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received.

Until any such change is made, notices to LESSOR shall be delivered as follows:

Wichita Airport Authority
Wichita Mid-Continent Airport
2173 Air Cargo Road
Wichita, Kansas 67209

Until any such change is made, notices to LESSEE shall be delivered as follows:

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

and bills and statements to LESSEE shall be sufficient if sent via email to:

Raykoenig@leasecorp.net

Captions. The captions/headings of the Sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Severability and Invalid Provisions. In the event any term, covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term, covenant, condition or provision herein contained; provided, however, that the invalidity of any such term, covenant, condition or provision does not materially prejudice either the LESSOR or the LESSEE in their respective rights and obligations contained in the valid terms, covenants, conditions or provisions in this agreement.

Waiver of Claims. LESSEE hereby waives any claim against LESSOR and its officers or employees for loss of anticipated profits, consequential or incidental damages, or claim for attorney fees caused by or resulting any suit or proceedings directly or indirectly attacking the validity of Agreement or any part thereof, or the manner in which it is executed or performed, or by any judgment or award in any legal proceeding declaring this Agreement null, void or voidable, or delaying the same of any part thereof, from being carried out. This waiver extends to all claims, whether the supporting legal theory lies in common law or has a statutory basis.

Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

Incorporation of Required Provisions. The parties incorporate in this Agreement by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

Non-Liability of Agents and Employees. No member, officer, agent or employee of either party to this Agreement shall be charged personally, or held contractually liable by or to the other party under the terms or provisions of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution.

Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

Time of Essence. Time is of the essence in this Agreement.

Relationship of the Parties. It is understood LESSEE is not in any way or for any purpose a partner or joint venturer with or an agent of LESSOR. LESSEE shall act as an independent contractor in the performance of its duties pursuant to this Agreement.

Interpretation. LESSOR and LESSEE hereby agree that this Agreement shall not be construed or interpreted in favor of either party on the basis of preparation.

Kansas Laws to Govern. This Agreement is created in the State of Kansas and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas, and venue for resolution of any issue pertaining to this Agreement shall be in Sedgwick County, Kansas.

54. THIRD PARTY RIGHTS

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

55. QUIET ENJOYMENT

LESSOR agrees that, on payment of the rentals and fees and performance of the terms, covenants, conditions and agreements on the part of LESSEE to be performed in this Agreement, LESSEE will have the right to peaceably occupy and enjoy the Premises, subject however, to the General Provisions contained in Section 53.

56. HOLD OVER

In the event LESSEE holds over the lease of the Premises, any rights granted after expiration of this Agreement without any written renewal of it shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a month-to-month arrangement, which may be terminated within thirty (30) days 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, or fire or other casualty for which full insurance compensation has been paid as agreed. LESSEE shall, at its expense, deliver the Premises in good order and condition, including: (1) cleaning and hauling away all supplies and trash; (2) removing by legal means all materials and Substances classified as hazardous; (3) leaving in operating condition all bulbs and ballasts; (4) replacing all broken glass, (5) remove all computer network cable, and (6) return to LESSOR all keys to all doors and gates.

LESSEE, at LESSEE's expense, shall remove during the Term of the Agreement or at its expiration all non-attached equipment and personal property placed by LESSEE on or about the Premises herein leased, subject to LESSEE's repairing any damage thereto caused by such

removal and subject to any valid lien which LESSOR may have on that property for unpaid rents, expenses or fees.

In the event LESSEE does not remove all of its equipment and personal property within thirty (30) calendar days after the termination of this Agreement, any remaining property shall be considered abandoned and LESSOR may dispose of said property without any further responsibility or liability to LESSEE. The net disposal costs of such property shall be the financial obligation of LESSEE.

58. INTENTION OF PARTIES

This Agreement is intended solely for the benefit of LESSOR and LESSEE and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any work done or inspection of the Premises performed by LESSOR is solely for the benefit of LESSOR and LESSEE.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto. Further, non-parties to this Agreement may not maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Agreement. The parties shall understand and agree that neither the method of payment, nor any other provision contained herein, nor any act(s) of the parties hereto creates a relationship other than the relationship of the LESSOR and the LESSEE.

59. ENTIRE AGREEMENT

The parties understand and agree that this instrument contains the entire Agreement between them. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to the Agreement or the making or entry into this Agreement, except as expressed in this Agreement, and that no claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for which they are acting herein.

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel deemed necessary for them to form a full and complete understanding of all rights and obligations herein.

60. AMENDMENT

This Agreement constitutes the entire Agreement between the parties for the lease of Premises set forth and identified under Section 1. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

61. APPROVAL, CONSENT, DIRECTION OR DESIGNATION BY LESSOR

Wherever under this Agreement, approvals, consents, directions, or designations are required or permitted, such approvals, consents, directions, or designations required or permitted under this Agreement shall be performed by the Director of Airports, or his/her authorized representative. Approvals, consents, directions, or designations made at any time by the Director of Airports, and from time to time, may be withdrawn or modified by notice from LESSOR to LESSEE.

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

ATTEST:

By _____
Karen Sublett, City Clerk

By _____
Victor D. White, Director of Airports

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Carl Brewer, President
"LESSOR"

THE WICHITA AIRPORT AUTHORITY
WICHITA
SEAL
KANSAS

ATTEST: LEASECORP AVIATION, LLC

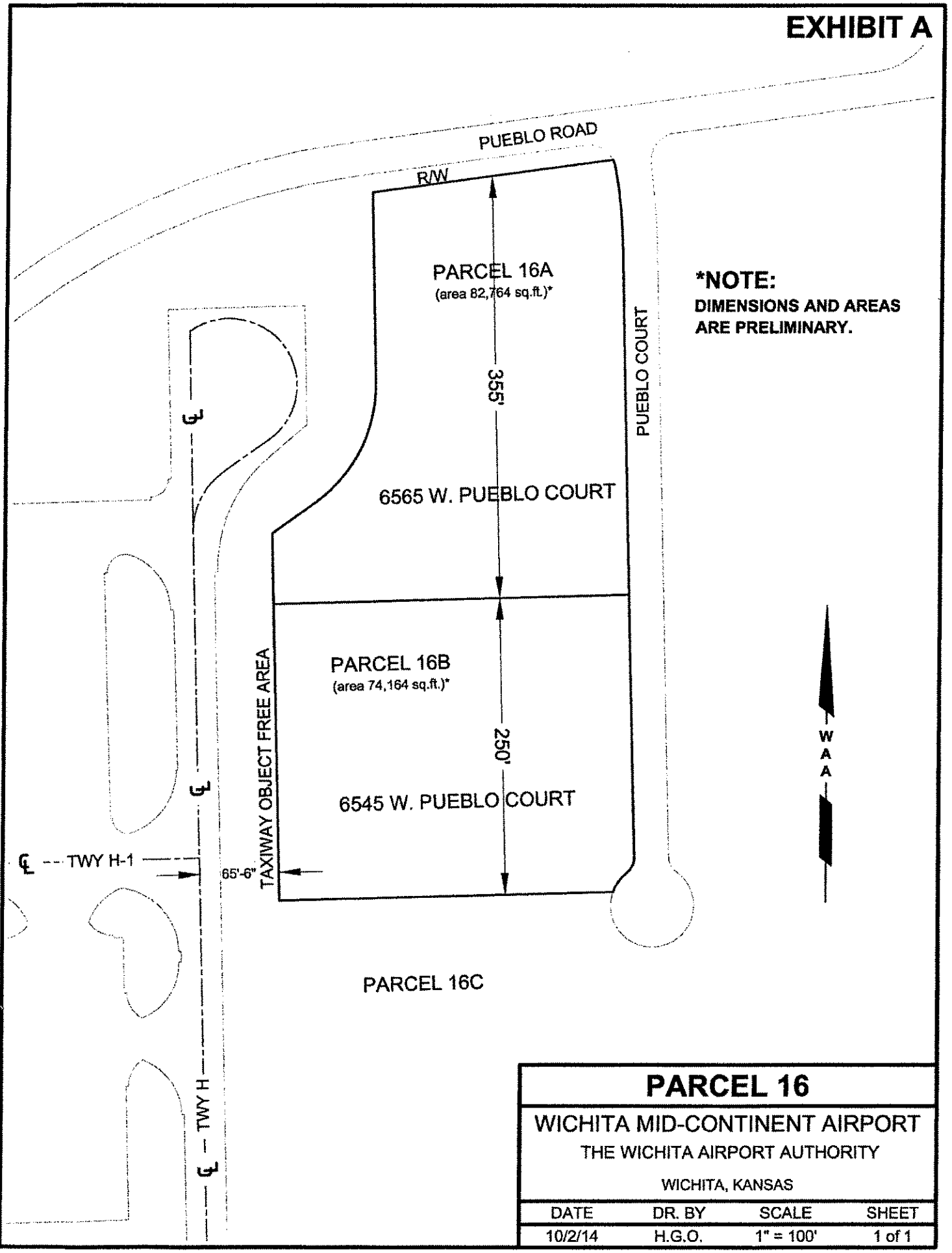
By _____

Title _____

By _____
LeaseCorp Financial, Inc., Sole Member
Raymond L. Koenig, President
"LESSEE"

APPROVED AS TO FORM: _____ Date: 12-6-14
Director of Law

EXHIBIT A



***NOTE:**
DIMENSIONS AND AREAS ARE PRELIMINARY.

PARCEL 16

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
10/2/14	H.G.O.	1" = 100'	1 of 1

C:\Drawings\202-General Airport\Development\PLANNING\Single Parcels\16\Site Plan 2013.dwg, Parcels Divide, 10/2/2014 2:20:52 PM

COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE (this "Assignment") is entered into as of the ____ day of _____, 2015, by and between LeaseCorp Aviation, LLC, a Kansas limited liability company, and INTRUST Bank, N.A., a national banking association ("Assignee").

WITNESSETH

WHEREAS, The Wichita Airport Authority, Wichita, Kansas ("Lessor"), and LeaseCorp Aviation, LLC, a Kansas limited liability company ("Lessee"), entered into that certain Use and Lease Agreement dated **October 14, 2014**, as may be amended, incorporated herein by reference (the "Lease"), covering certain aircraft hangar operation facilities located at Wichita Dwight D. Eisenhower National Airport, Wichita, Kansas, further described on Exhibit "A" attached hereto and incorporated by reference, and any and all improvements now or hereafter located thereon (such land and improvements being herein referred to collectively as the "Subject Property"); and

WHEREAS, Assignee, as Lender, has agreed to make a loan to Lessee, as Borrower (the "Loan"), evidenced by a promissory note (the "Note") and other related loan documents of even date herewith (collectively, the "Loan Documents"); and

WHEREAS, to secure the Loan, Lessee has agreed to assign to Assignee, and Assignee has agreed to take from Lessee, an assignment of the Lease for collateral purposes, on the terms and conditions set forth herein,

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. Lessee, in consideration of the Loan and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby absolutely and unconditionally GRANT, CONVEY, ASSIGN, TRANSFER, and SET OVER unto Assignee all rights, interests and estates of Lessee in, to and under the Lease, together with all renewals and extensions of the Lease and other agreements and all other leases or agreements that may hereafter be entered into which cover all or any portion of the Subject Property. This is a present transfer to such lender of all of Lessee's rights to collect and receive rents and charges from approved users, operators, sublessees and permitees.

2. Representations and Warranties of Lessee. Lessee hereby represents and warrants to Assignee that:

(a) Lessee has the right to assign the Lease and the Rents hereby assigned and no other person or entity has any right, title or interest therein, subject to the provisions of Section 16 below, Federal Aviation Administration regulations, and airport grant assurances;

(b) Lessee has performed and will duly and punctually perform all of the terms, covenants, conditions and warranties of the Lease;

(c) Lessee has not at any time prior to the date hereof exercised any right to subordinate any Lease to any deed of trust or mortgage or any other encumbrance of any kind;

(d) Lessee has not executed any prior assignments of the Lease or the Rents;

(e) Lessee has performed no act or executed any other instrument which might prevent Assignee from enjoying and exercising any of its rights and privileges evidenced hereby;

(f) The Lease is valid and subsisting and in full force and effect and unmodified;

(g) There are no rent receipts owed to Lessee under the Lease with Lessor; and

(h) There are no defaults now existing under the Lease and no event has occurred which with the passage of time or the giving of notice, or both, would constitute such a default.

3. Limitation of Assignee's Liability. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Lease by reason of this Assignment or the exercise of rights or remedies hereunder. Lessee shall and does hereby agree to indemnify, defend and hold Assignee harmless from and against any and all liability, loss or damage incurred under the Lease by reason of this Assignment or the exercise of rights or remedies hereunder, and from any and all claims and demands whatsoever that may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease. Should Assignee incur any such liability under the Lease by reason of this Assignment or the exercise of rights or remedies hereunder, or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney fees, shall be secured hereby and Lessee shall reimburse Assignee therefor immediately upon demand, failing which Assignee may, at its option, declare all indebtedness secured hereby and by the Loan Documents to be immediately due and payable. This Assignment shall not operate to place responsibility upon Assignee for the control, care, management or repair of the Subject Property, nor for the carrying out of any of the terms and conditions of the Lease; nor shall it operate to make Assignee responsible or liable for any waste committed on the Subject Property or for any dangerous or defective condition of the Subject Property, or for any negligence in the management, upkeep, repair, or control of the Subject Property resulting in loss or injury or death to any tenant, licensee, employee, or stranger.

4. Assignee's Remedies. This Assignment is primary in nature to the obligation evidenced and secured by the Loan, the Loan Documents and any other document given to secure and collateralize the indebtedness secured by the Loan Documents. Lessee agrees that Assignee may enforce this Assignment without first resorting to or exhausting any other security or collateral; provided, however, that nothing herein contained shall prevent Assignee from suing

on the Loan, foreclosing the Loan Documents or exercising any other right under any document securing the payment of the Loan.

5. No Waiver. Nothing contained herein and no act done or omitted by Assignee pursuant to the powers and rights granted hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Loan Documents or a waiver or curing of any default hereunder or under the Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Loan Documents. The right of Assignee to collect the interest and indebtedness evidenced by the Loan Documents and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

6. Term of Assignment. If the Loan and all other indebtedness secured hereby and by the Loan Documents are paid as the same become due and payable and if all of the covenants, warranties, undertakings and agreements made in the Loan Documents and in this Assignment are kept and performed, this Assignment shall become null and void and of no further force and effect but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any portion of the Loan or such other indebtedness to remain unpaid or any of such covenants, warranties, undertakings and agreements not to be kept or performed shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon.

7. Additional Rights of Assignee.

(a) Assignee may take or release other security for the payment of the Loan and other indebtedness secured by the Loan Documents, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of the Loan and such other indebtedness without prejudice to any of its rights under this Assignment.

(b) Assignee may at any time and from time to time in writing: (i) waive compliance by Lessee with any covenant herein made by Lessee to the extent and in the manner specified in such writing; (ii) consent to Lessee doing any act that hereunder Lessee is prohibited from doing, or consent to Lessee failing to do any act which hereunder Lessee is required to do, to the extent and in the manner specified in such writing; or (iii) release any portion of the Subject Property and/or the Lease, or any interest therein, from this Assignment. No such act shall in any way impair the rights of Assignee hereunder except to the extent specifically agreed to by Assignee in such writing.

(c) The rights and remedies of Assignee hereunder shall not be impaired by any indulgence, including, but not limited to, (i) any renewal, extension, or modification that Assignee may grant with respect to any indebtedness secured hereby; (ii) any surrender, compromise, release, renewal, extension, exchange, or substitution that Assignee may grant in respect of any item of the Subject Property and/or the Lease or any part thereof or any interest therein; or (iii) any release or indulgence granted to any endorser, guarantor or surety of any indebtedness secured hereby.

8. Severability. A determination that any provision of this Assignment is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Assignment to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

9. No Merger. Notwithstanding (a) the fact that any Lease or the leasehold estate created thereby may be held, directly or indirectly, by or for the account of any person or entity that shall have an interest in the fee estate of the Subject Property; (b) the operation of law; or (c) any other event, the lessee's leasehold estate under such Lease shall not merge into the fee estate and the lessee shall remain obligated under such Lease as assigned by this Assignment.

10. Binding. The terms, provisions, representations, and warranties herein contained shall inure to the benefit of, and bind, the parties hereto and their respective heirs, representatives, successors and assigns, all Lessor approved subtenants and assigns of this Lease, and subsequent holders of the Loan Documents. All references in this Assignment to Lessee or Assignee shall be deemed to include all such heirs, representatives, successors and assigns of such respective party.

11. Additional Documentation. Lessee agrees to and shall promptly execute or cause to be executed and deliver to Assignee a specific assignment of each and every lease hereafter executed and covering all or a portion of the Subject Property, such specific assignment to be in the form of this Assignment.

12. Construction. Within this Assignment, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. The provisions of this Assignment are intended to supplement the provisions contained in the Loan Documents. In the event of any conflict between the terms of this Assignment and the terms of the Loan Documents, the terms of this Assignment shall prevail insofar as the Lease is concerned, but the terms of the Loan Documents shall prevail in all other respects.

13. Counterparts. This Assignment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

14. No Third Party Beneficiaries. It is expressly agreed by the parties hereto that this Assignment shall not be construed or deemed made for the benefit of any third party or parties.

15. Entire Agreement. This Assignment and the Loan Documents contain the entire agreement concerning the assignment of the Lease between the parties hereto. No variations, modifications or changes herein or hereof shall be binding upon any party hereto, unless set forth in a document duly executed by both parties.

16. Use of Subject Property. The parties agree that the Subject Property will be used only for aeronautical purposes, and that further assignment or subletting shall be subject to the prior written consent of Lessor, which shall not be unreasonably denied.

THIS ASSIGNMENT, THE LOAN DOCUMENTS AND OTHER WRITTEN DOCUMENTS EXECUTED CONTEMPORANEOUSLY HEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

LeaseCorp Aviation, LLC
By its sole Member, LeaseCorp Financial, LLC

By: _____
Raymond L. Koenig, President

INTRUST Bank, N.A.

By: _____
Jack J. Roberts, Senior Commercial
Relationship Manager

LESSOR'S CONSENT

The undersigned, being the Lessor under the Lease described above, does hereby consent to the terms and conditions of the foregoing Assignment. Further, Lessor covenants to Assignee that Lessor shall give notice to Assignee when and as given to Lessee for any event of default by Lessee under the Lease, and Assignee, at its option, shall have the right to correct any condition or to cure any default. Nothing in this instrument shall relieve Lessee of its obligations under the Lease. This Consent is given as of the date first written above.

LESSOR:
The Wichita Airport Authority

By: _____
Jeff Longwell, President

Attest:

_____
Karen Sublette, City Clerk

_____
Victor D. White, Director of Airports

Approved as to form:

_____
_____,
Director of Law

STATE OF KANSAS)
COUNTY OF SEDGWICK)

The foregoing Assignment was duly acknowledged before me by Raymond L. Koenig, President of LeaseCorp Financial, Inc., a Kansas corporation, the sole member of LeaseCorp Aviation, LLC, a Kansas limited liability company, on the ___ day of _____, 2014.

_____
Notary Public
My commission expires: _____

STATE OF KANSAS)
COUNTY OF SEDGWICK)

The foregoing Assignment was duly acknowledged before me by Jack J. Roberts, Senior Commercial Relationship Manager of INTRUST Bank, N.A., a national banking association, on the ___ day of _____, 2014.

_____
Notary Public
My commission expires: _____

STATE OF KANSAS)
COUNTY OF SEDGWICK)

The foregoing Assignment was duly acknowledged before me by Jeff Longwell, as President of The Wichita Airport Authority, Wichita, Kansas, a Kansas municipal corporation, on the ___ day of _____, 2014.

_____
Notary Public
My commission expires: _____

<u>EXHIBIT A</u>
(Legal Description)

City of Wichita
City Council Meeting
November 17, 2015

TO: Wichita Airport Authority

SUBJECT: Assignment and Assumption Agreements
Cessna Aircraft Company and Yingling Aircraft, Inc.
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Assignment and Assumption Agreements.

Background: On March 1, 2001, the Wichita Airport Authority (WAA) approved an agreement with Cessna Aircraft Company (Cessna) to lease the facility located at 2010 Airport Road. In addition, the WAA approved a ground lease agreement with Cessna on December 21, 2004, and an agreement dated February 15, 2005, to build a facility located at 2000 Airport Road. During the term of the agreements, Yingling Aircraft, Inc. (Yingling) has subleased the facilities from Cessna to provide Fixed Based Operator (FBO) aircraft services.

Analysis: Cessna is now desirous of assigning the agreements to Yingling. Yingling will continue to operate as an FBO at the facilities.

Financial Considerations: The terms of the agreements remain unchanged. Therefore, there is no financial impact to the Wichita Airport Authority.

Legal Considerations: The Assignment and Assumption Agreements has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Assignment and Assumption Agreements and authorize the necessary signatures.

Attachments: Assignment and Assumption Agreements.

AGREEMENT

By and Between

THE WICHITA AIRPORT AUTHORITY
Wichita, Kansas
and
CESSNA AIRCRAFT COMPANY
for
Use of Land – 2000 Airport Road

THIS AGREEMENT, made and entered into this December 21, 2004, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the "LESSOR;" and CESSNA AIRCRAFT COMPANY, hereinafter referred to as the "LESSEE."

WITNESSETH:

WHEREAS, the Wichita Airport Authority of the City of Wichita, Kansas (the "Lessor") is a governmental or 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 this Agreement by and through its governing body; and

WHEREAS, Lessee desires to lease the premises from Lessor for the rentals and upon the terms and conditions hereinafter set forth.

WHEREAS, the parties hereto acknowledge that the Premises will be subleased to Yingling Aircraft, Inc., a Kansas corporation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

1.

Premises Lessor does hereby lease to Lessee the premises located at 2000 Airport Road on Wichita Mid-Continent Airport, consisting of 39,600 sq. ft. of land, as outlined on Exhibit "A", attached hereto and made a part hereof.

2.

Use It is understood and agreed that the leased premises shall be used and occupied for aviation purposes or purposes incidental or related thereto, in support of Lessee's general aviation products line.

3.

Term The term of this lease shall be from the period commencing January 1, 2005 and ending 30 years after the first day of beneficial occupancy, for which a Certificate of Occupancy shall be furnished.

4.

Rental In that the date of beneficial occupancy is unknown at the time of execution of this agreement, land rental rates are reflected for a 31-year period, beginning May 1, 2005 and ending April 30, 2036. However, both the actual land rental and term for 2000 Airport Road, containing 39,600 sq.ft. shall commence upon the first day of beneficial occupancy and continue for a period of 30 years after beneficial occupancy.

11-21-2035

Year	Rate Per Sq. Ft.	Annual	Monthly
05/01/05-04/30/06	$.2529	$10,014.84	$834.57
05/01/06-04/30/07	$.2655	$10,513.80	$876.15
05/01/07-04/30/08	$.2788	$11,040.48	$920.04
05/01/08-04/30/09	$.2927	$11,590.92	$965.91
05/01/09-04/30/10	$.3073	$12,169.08	$1,014.09
05/01/10-04/30/11	$.3227	$12,778.92	$1,064.91
05/01/11-04/30/12	$.3388	$13,416.48	$1,118.04
05/01/12-04/30/13	$.3557	$14,085.72	$1,173.81
05/01/13-04/30/14	$.3735	$14,790.60	$1,232.55
05/01/14-04/30/15	$.3922	$15,531.12	$1,294.26
05/01/15-04/30/16	$.4118	$16,307.28	$1,358.94
05/01/16-04/30/17	$.4324	$17,123.04	$1,426.92
05/01/17-04/30/18	$.4540	$17,978.40	$1,498.20
05/01/18-04/30/19	$.4767	$18,877.32	$1,573.11
05/01/19-04/30/20	$.5005	$19,819.80	$1,651.65
05/01/20-04/30/21	$.5255	$20,809.80	$1,734.15
05/01/21-04/30/22	$.5518	$21,851.28	$1,820.94

Rental (Cont'd)

Year	Rate Per Sq. Ft.	Annual	Monthly
05/01/22-04/30/23	$.5794	$22,944.24	$1,912.02
05/01/23-04/30/24	$.6084	$24,092.64	$2,007.72
05/01/24-04/30/25	$.6388	$25,296.48	$2,108.04
05/01/25-04/30/26	$.6707	$26,559.72	$2,213.31
05/01/26-04/30/27	$.7042	$27,886.32	$2,323.86
05/01/27-04/30/28	$.7394	$29,280.24	$2,440.02
05/01/28-04/30/29	$.7764	$30,745.44	$2,562.12
05/01/29-04/30/30	$.8152	$32,281.92	$2,690.16
05/01/30-04/30/31	$.8560	$33,897.60	$2,824.80
05/01/31-04/30/32	$.8988	$35,592.48	$2,966.04
05/01/32-04/30/33	$.9437	$37,370.52	$3,114.21
05/01/33-04/30/34	$.9909	$39,239.64	$3,269.97
05/01/34-04/30/35	$1.0404	$41,199.84	$3,433.32
05/01/35-04/30/36	$1.0924	$43,259.04	$3,604.92

Lessee shall pay to Lessor in advance on the first day of each month, without demand or invoicing, rentals for Lessee's leased premises as set forth herein. In the event Lessee fails to make payment, then Lessor shall provide the Lessee written notice of such default, and if the payment is not made within five (5) business days of the Lessee's receipt of Lessor's written notice, then Lessor may charge Lessee a monthly service charge equal to the maximum allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred by Lessor in attempting to obtain payment.

All rental payments shall be made to The Wichita Airport Authority, 2173 Air Cargo Road, P. O. Box 9130, Wichita, Kansas 67277-0130.

Lessor's Rights & Privileges

5.

Lessor expressly reserves from the premises:

(a) Mineral Rights. All gas, oil and mineral rights in and under the soil;

(b) Air Space. A public right of flight through the air space thereabove;

(c) Navigational Aids. The right to install maintain and modify and/or permit others to install, maintain and modify on the premises navigational aids; and

(d) Utility Right-of-Way. The right to install, maintain and modify utilities and to grant utility rights of way to others over, under, through, across or on the premises located within 25 feet of the outside boundary lines; provided that exercise by Lessor of any such reserved rights will be without expense to the Lessee and will not unreasonably or materially interfere with

Lessee's use of the premises and will not delay Lessee in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

6.

Lessee's Rights & Privileges

Lessee shall have the following rights and privileges on the Airport:

(a) The right to install, operate, maintain, repair and store upon the premises all equipment necessary for the conduct of Lessee's business.

(b) The right of ingress and egress to and from the premises, which rights shall extend to Lessee's employees, invitees and guests, subject, however, to all reasonable security regulations; and.

(c) The right in common with others authorized to do so to use the common areas of the Airport.

7.

Responsibilities of Lessor

Lessor shall be responsible for the following:

(a) Installing the required fire hydrant;

(b) Providing electricity to the leasehold; and

(c) Providing ductwork for communications and electricity to the relocated security gate.

8.

Responsibilities of Lessee

Lessee shall be responsible for the following:

(a) Relocating security gate and camera;

(b) Demolishing existing building including asbestos removal;

(c) Tapping sanitary sewer; and

(d) Constructing guard rails adjacent to building on both sides of access road on the north side of the leasehold.

9.

Construction

Lessee, directly or through its subtenant, agrees to construct a 15,500 sq. ft. facility on that portion of the leased premises shown on Exhibit "A" as 2000 Airport Road. If construction on the facility has not substantially begun by March 1, 2006, the Lessor has the option of giving notice and canceling this agreement.

Lessee, directly or through its subtenant, agrees to cause facilities for Lessee's use to be constructed on the premises in accordance with plans and specifications to be prepared by Lessee, directly or through its subtenant, and approved by Lessor, which approval shall not be unreasonably withheld or delayed. The preliminary plans shall show plot plans, buildings and other structures, objects and facility locations and their elevations, and shall indicate proposed exterior materials and finishes on all structures and objects. Upon completion of the facility, Lessee shall furnish a Certificate of Completion to Lessor.

Lessee, directly or through its subtenant, agrees to pay for all costs incurred in connection with the construction of said facilities, except for items included in paragraph 7 of this Agreement, by making direct payment on behalf of the Lessor for all such costs as they are incurred. Upon completion, Lessee agrees to furnish Lessor with a verified statement of the total costs of the facility.

Lessee warrants that the facility, when completed, will be necessary or useful in its development for use by Lessee for its purposes. Lessee agrees to proceed diligently to complete the facility.

Lessee shall have the right during the term hereof, at Lessee's expense, at any time and from time to time, to construct upon the premises such additional facilities and other fixed improvements as it may deem necessary or desirable in connection with its operation under this lease; provided, however, that Lessee shall first submit plans and specifications for such facilities to the Lessor for approval, which approval shall not be unreasonably withheld or unduly delayed. The term "fixed improvements", whenever used in this Agreement, shall be construed to include all structures erected upon the premises; all fencing, grading and surfacing with stone and/or hardtop; all underground and overhead wires, cables, pipes, conduits, tanks and drains; and all other property of every kind and nature which is permanently affixed to the premises, except Lessee's trade fixtures.

10.

Special Facilities Bonds

It is understood and agreed that the Lessee will finance the facility referred to herein with Special Facilities Airport Revenue Bonds, to be issued by Lessor, in an amount not to exceed $1,500,000, all subject to qualifications of the facility and compliance with the requirements of K.S.A. 3-154 et seq. and other provisions of law.

11.

FAA Approval

It shall be the responsibility of Lessee, directly or through its subtenant, to file all necessary alteration and construction forms with the Director of Airports for submission to the Federal Aviation Administration for approval, as may be required.

12.

Landscaping

Lessee, directly or through its subtenant, shall provide and install appropriate landscaping and screening, including lawn, shrubbery, trees, bushes, vines and other plantings and screening on the premises as part of the construction of the project. All proposed landscaping plans and screening designs shall be submitted to the Director of Airports for review and approval. Lessee further agrees to provide any further landscaping and fencing that may be required, during the term hereof, by the Director of Airports for the purpose of screening from view any area of the premises.

13.

Inspection of Project

Lessor shall have the right at any reasonable time prior to the completion of the project to enter upon the premises for the purpose of inspecting the construction thereof, to determine whether or not the project is being constructed substantially in accordance with the plans and specifications. If at any time during the progress of such construction, it is determined that the project is not being constructed substantially in accordance with the plans and specifications, upon receipt of written notice from the Lessor, the Lessee shall make or cause to be made such reasonable alterations as may be required to cause the project to substantially conform to the plans and specifications.

14.

Project Property of Lessor

The parties recognize and agree that at all times pertinent hereto, both during construction and after completion of any such additional facilities, the title thereto shall be vested in Lessor.

15.

Granting of Easements

Lessee shall not, without the prior written approval of the Lessor (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, rights-of-way 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. 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.

16.

Liens

Lessee, directly or through its subtenant, shall cause to be removed any and all liens of any nature arising out of or because of any construction performed by Lessee, directly or through its subtenant, or any of its contractors or subcontractors upon the premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at the premises by or at the direction of Lessee, directly or through its subtenant, except that Lessee, directly or through its subtenant, shall have the right to contest such a lien and the requirement to remove a lien shall be stayed as long as Lessee, directly or through its subtenant, is prosecuting in good faith the defense of such lien, including appeals.

17.

Utilities

All utilities and utility services used by Lessee, directly or through its subtenant, in, on or about the premises shall be contracted for by Lessee, directly or through its subtenant, in Lessee, directly or through its subtenant's, own name and Lessee, directly or through its subtenant shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Lessee, directly or through its subtenant agrees to pay for all utilities furnished through facilities owned by Lessor at the published rate established by Lessor and charged to other tenants.

18.

Maintenance and Repair

Lessee, directly or through its subtenant, at its sole expense, shall maintain and keep in repair the entirety of the leased premises and all improvements placed thereon, keeping the same

in proper condition, including but not limited to replacement of all broken glass, painting, light bulb replacement and minor repairs required to keep the premises in proper condition.

Lessee, directly or through its subtenant, at its sole expense, shall at all times keep and maintain said premises and the fixtures and appurtenances thereto in a clean and sightly condition, free of trash, debris and obstructions; remove all snow and ice from the premises pavements and parking areas, and mow and trim all natural growth when necessary.

Lessor, its agents or employees, shall have the right to enter upon said premises at any and all reasonable times to inspect the condition of the same. Should Lessee, directly or through its subtenant, refuse or neglect to maintain its leased premises as herein provided, Lessor shall have the right to perform such maintenance on behalf of and for the Lessee after thirty days written notice to Lessee. Any costs for such maintenance shall be paid for by Lessee, directly or through its subtenant, not later than thirty (30) days following demand by Lessor for such payment at Lessor's costs, plus twelve percent (12%).

19.

Alterations

Lessee, directly or through its subtenant, shall make no alterations in or additions to said premises without the written consent of Lessor.

20.

Signs & Advertising

Lessee, directly or through its subtenant, agrees that no signs or advertising material shall be erected on the leased 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 writing by Lessor, which approval shall not be unreasonably withheld.

21.

Taxes

Lessee, directly or through its subtenant, shall pay all lawful taxes and assessments which during the term hereof, may become a lien upon or which may be levied by the state, county, city or any other tax levying body, upon the leased premises or upon any taxable interest of Lessee acquired in this lease agreement, or any taxable possessory right which Lessee may have in or to the premises or facilities hereby leased or the improvements thereon by reason of its use or occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Lessee, directly or through its subtenant, in and about said premises; provided, however, that

nothing herein contained shall prevent Lessee, directly or through its subtenant, from contesting the legality, validity or application of any such tax or assessment to the full extent Lessee, directly or through its subtenant may be lawfully entitled so to do.

22.

Indemnity

Lessee, directly or through its subtenant, 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), of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the leased 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, provided, however, that nothing contained in this paragraph shall be construed as requiring Lessee, directly or through its subtenant, to indemnify Lessor for its apportionate fault for any claim resulting from any act or omission of Lessor or its respective agents and employees. The Lessor shall give to Lessee reasonable notice of any such claims or actions. The Lessee shall also use counsel reasonably acceptable to Lessor in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

23.

Insurance

Lessee, directly or through its subtenant, shall maintain the following insurance throughout final completion:

(a) Special or "all risk" insurance in amounts reasonably acceptable to Lessor, insuring Lessor and Lessee's interests in the project and any and all furniture, equipment, supplies and other property leased, held or possessed by Lessor or Lessee in the project;

(b) Comprehensive general liability insurance which protects the Lessor and the City of Wichita, their officers, agents and employees, as additional insureds, with terms and companies as approved by Lessor, in an aggregate amount of not less than $2,000,000 per occurrence.

(c) Worker's compensation insurance;

(d) Performance and labor and material payment bonds as required by City Charter Ordinance No. 158;

(e) Builder's risk insurance; and

(f) All other insurance as required by law.

After completion of the facility, Lessee, directly or through its subtenant, agrees to maintain, to the extent such coverage is reasonably available, (or shall indemnify the Lessor for the coverage if it is not reasonably available), public liability insurance during the term hereof which protects the Lessor and the City of Wichita, their officers, agents and employees, as additional insureds, with terms and companies as approved by Lessor, in an aggregate amount of not less than $2,000,000 per occurrence. In addition, the Lessee shall maintain a policy of comprehensive automobile liability insurance in a combined single limit of not less than $500,000, and a Worker's Compensation and Employer's liability policy for limits of not less than the statutory requirement for Worker's Compensation, and $500,000 Employer's Liability. Lessee agrees that in the event of future changes in law and upon notice by the Lessor, the minimum levels of insurance required by this paragraph may be increased within the bounds of commercial reasonableness to the amount that may be required to provide coverage of the events in this paragraph.

The Lessee, directly or through its subtenant, agrees, prior to the commencement of this lease term, to provide Lessor with copies of all policies or certificates evidencing that such insurance is in full force and effect. and stating the terms thereof. Such certificates shall contain a clause providing thirty (30) days' prior notice to the Lessor before any material change or cancellation is effective.

24.

Fire and Extended Coverage Insurance

Lessee, directly or through its subtenant, at its expense, throughout the term of this Agreement shall cause the improvements on the leased premises to be insured against loss or damage by fire and extended coverage at least equal to ninety percent (90%) of the full insurable value thereof and, if requested, shall furnish Lessor a certificate evidencing such insurance. The proceeds of any payments made under such insurance policy or policies shall be used to rehabilitate or reconstruct the insured facilities.

In lieu of the insuring of the premises by the Lessee, directly or through its subtenant, against the loss or damage by fire and extended coverage, Lessee, directly or through its subtenant, shall have the option to request that this facility be insured under the Lessor's blanket policy, and the Lessee, directly or through its subtenant, agrees to pay the premiums for the cost of insurance on this facility, plus its prorata share of any deductible required to be paid by Lessor under its blanket policy which is attributable to the leased premises.

For the purpose of valuing the improvements for insurance, the following items shall be excluded from the value: excavation, footings, foundations, concrete slabs and asphalt surfacing.

25.

Subrogation of Insurance

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

Lessee, directly or through its subtenant, 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.

26.

Fire Equipment

Lessee, directly or through its subtenant, shall furnish and maintain on the premises sufficient portable fire extinguishing units as may be required by insurance risks or as designated by Lessor.

27.

Environ-ental

(a) The Lessee, directly or through its subtenant, hereby covenants that it will not cause or permit any Hazardous Substances to be placed, held, located or disposed of, on, under or at the

premises, other than in the ordinary course of business and in compliance with all applicable laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided to the Lessor hereunder, the Lessee, directly or through its subtenant, hereby agrees to indemnify and hold harmless the Lessor and the City of Wichita, Kansas 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 and the City of Wichita, Kansas 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 lease of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance) if such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the Lessee, or persons within the control of the Lessee, its officers, employees, agents, invitees and/or licensees, or if such Hazardous Substance 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 lease, the Lessee, directly or through its subtenant, receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the premises or in connection with the 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 (an "Environmental Complaint") from any persons or entity (including, without limitation, the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE")), the 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 lease, to enter the premises or to take such other actions as deemed

necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Hazardous Substance or Environmental Complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any Hazardous Substance or an Environmental Complaint pertaining to the premises or any part thereof which, if true, could result in an order, suit or other action against the Lessee and/or which, in the reasonable judgment of the Lessor, could jeopardize its interests under this lease. If such conditions are caused by circumstances within the control of the Lessee or if such circumstances result from a Hazardous Substance 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 upon demand.

(e) 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 period prior to the term of this lease of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance) 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, invites and/or licensees, or if such Hazardous Substance was owned by, or placed upon the premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(f) The provisions of this Section shall survive the termination of this lease.

28.

Cancellation by Lessor

The Lessor, in addition to any other rights to which it may be entitled by law or equity, may cancel this lease as set forth herein.

In the event that 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; or that the court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act; or that a receiver of Lessee's assets shall be appointed; or that Lessee shall be divested of its estate herein by other operation of law; or that Lessee shall fail to perform, keep and observe any of the terms, covenants or conditions herein contained on the part of Lessee to be performed, kept or observed, Lessor may give Lessee written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by Lessee, Lessor may terminate this lease and the term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the original term, unless 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 such default will be treated as cured until cured.

Acceptance of rental by Lessor for any period or periods after a default of any of the terms, covenants 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 cancel this lease for failure by Lessee so to perform, keep and observe any of the terms, covenants or conditions hereof to be performed, kept and observed. No waiver of default by Lessor of any of the terms, covenants 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 terms, covenants or conditions herein contained to be performed, kept and observed by Lessee.

29.

Cancellation by Lessee

The Lessee, in addition to any other rights of cancellation herein given to Lessee, or any other rights to which the Lessee may be entitled by law or otherwise, may cancel this lease by giving Lessor sixty (60) days' advance written notice in the event of default by Lessor under this lease continuing for more than sixty (60) days after the Lessor's receipt of written notice of such default from the Lessee, upon or after the happening of any one of the following events:

(a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the airport or any major part thereof for airport purposes and the remaining in full force of such permanent injunction for a period of at least ninety (90) days.

(b) Inability of the Lessee to use, for a period in excess of ninety (90) days, the airport or any part of the facility because of any law, order, rule, regulation or other action or nonaction 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) Default by the Lessor in the performance of any covenant or agreement herein required to be performed by the Lessor and failure of the Lessor to remedy such default for a period of sixty (60) days after receipt from the Lessee of a written notice to remedy the same; provided, however, no notice of cancellation as above provided shall be of any force or effect if the Lessor shall have remedied the default prior to receipt of the Lessee's notice of cancellation.

(d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the airport and the facility herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the Lessee for a period of ninety (90) days from operating on and within the facility.

(e) In the event of total destruction of the building or the demised premises.

(f) When the Lessee's customers or potential customers shall have been prevented from using the Airport by military or any other source or activity beyond the Lessor's or the Lessee's control.

No waiver of default by the Lessee of any of the terms, covenants and conditions hereof to be performed, kept and observed by Lessor, shall be construed to be or act as a waiver by the Lessee of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessor.

Upon cancellation of this lease by the Lessee, upon or after the happening of any of the events enumerated in this Article, it shall be relieved of any and all obligations under this lease, excepting those which had accrued prior to such cancellation.

30.

Rules and Regulations

Lessee, its agents and employees, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by

The Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport or Lessee's operations conducted hereunder. Such observation and compliance by Lessee shall not obligate Lessee to make any alterations or do any other work, structural or otherwise, within the premises unless failure of the premises to comply with such rules, laws, statutes and regulations shall have been caused by Lessee's specific use of premises.

Lessor shall not be liable to Lessee for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this section provided, nor shall Lessee be entitled to terminate this agreement by reason thereof unless the 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.

31.

Nondiscrimination EEO/AAP

The Lessee agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, physical handicap or marital status 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 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 Kansas Act Against Discrimination, K.S.A. 44-1001, et seq.; the Code of the City of Wichita Section 2.12.900, et seq.; and laws, regulations or amendments as may be promulgated thereunder.

32.

FAA Requirements

Lessor and Lessee further agree that the requirements of the Federal Aviation Administration 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 lease.

(a) The Lessee, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property

described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The Lessee, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The 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 will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

(g) Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

(h) Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

(i) During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

(k) There is hereby reserved to 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 lease 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.

33.

Modifications for Granting FAA Funds

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

34.

Security Regulations

Lessee shall comply with all applicable regulations relating to Airport security and shall control the Lessee's premises so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

Lessor shall be held harmless for any and all breaches of the Transportation Security Administration's policies and regulations and Lessor's security rules or regulations caused by the Lessee, its agents or employees, or that occur on the Lessee's premises except to the extent caused by Lessor. In the event the Transportation Security Administration imposes a fine or penalty for any such security violation, whether such fine or penalty is assessed to the Lessor or the Lessee or their agents or employees, the penalty shall be paid by the Lessee, provided, however, that nothing herein shall prevent Lessee from contesting the legality, validity or application of such fine or penalty to the full extent Lessee may be lawfully entitled so to do.

35.

Assignment

Lessee shall not assign this lease or any portion thereof, or sublet the premises or any portion thereof, without the written consent of Lessor, whose consent shall not be unreasonably withheld nor delayed, except Lessee may assign or sublet to an affiliate, subsidiary or parent and/or Yingling Aircraft, Inc. Any such assignment or subletting or attempt thereat without such consent shall be void, and shall, at the option of the Lessor, terminate this lease.

36.

Surrender of Possession

Lessee shall yield and deliver to Lessor possession of the premises leased herein at the expiration of this agreement in good condition in accordance with its express obligations hereunder, except for reasonable wear and tear, fire and other casualty. Lessee shall remove during the term hereof or at the expiration of such term all fixtures, equipment and other property installed or placed by it at its expense 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 thereon for unpaid rents or fees.

In the event Lessee does not remove all of said property within ten (10) days after the termination of this lease, the same shall be considered abandoned and Lessor may dispose of said property without any further responsibility or liability to Lessee.

37.

Notices

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

The Wichita Airport Authority
Wichita Mid-Continent Airport
2173 Air Cargo Road
P. O. Box 9130
Wichita, Kansas 67277-0130

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

Cessna Aircraft Company
5800 East Pawnee
Wichita, Kansas 67218
Attn: General Counsel

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

38.

Headings

The article and paragraph headings are inserted only as a matter of convenience and for reference, and in no way define limit or describe the scope or intent of any provision of this agreement.

39.

Invalid Provisions

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the Lessor or the Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions in this agreement.

40.

Kansas Law to Govern

This lease 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.

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

ATTEST:

By _____
Karen Sublett, City Clerk

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS
By direction of the City Council

By _____
Carlos Mayans, Mayor

"LESSOR"

ATTEST:

By _____
Title Executive Administrative Assistant

CESSNA AIRCRAFT COMPANY`

By _____
Title Vice President, General Counsel

"LESSEE"

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

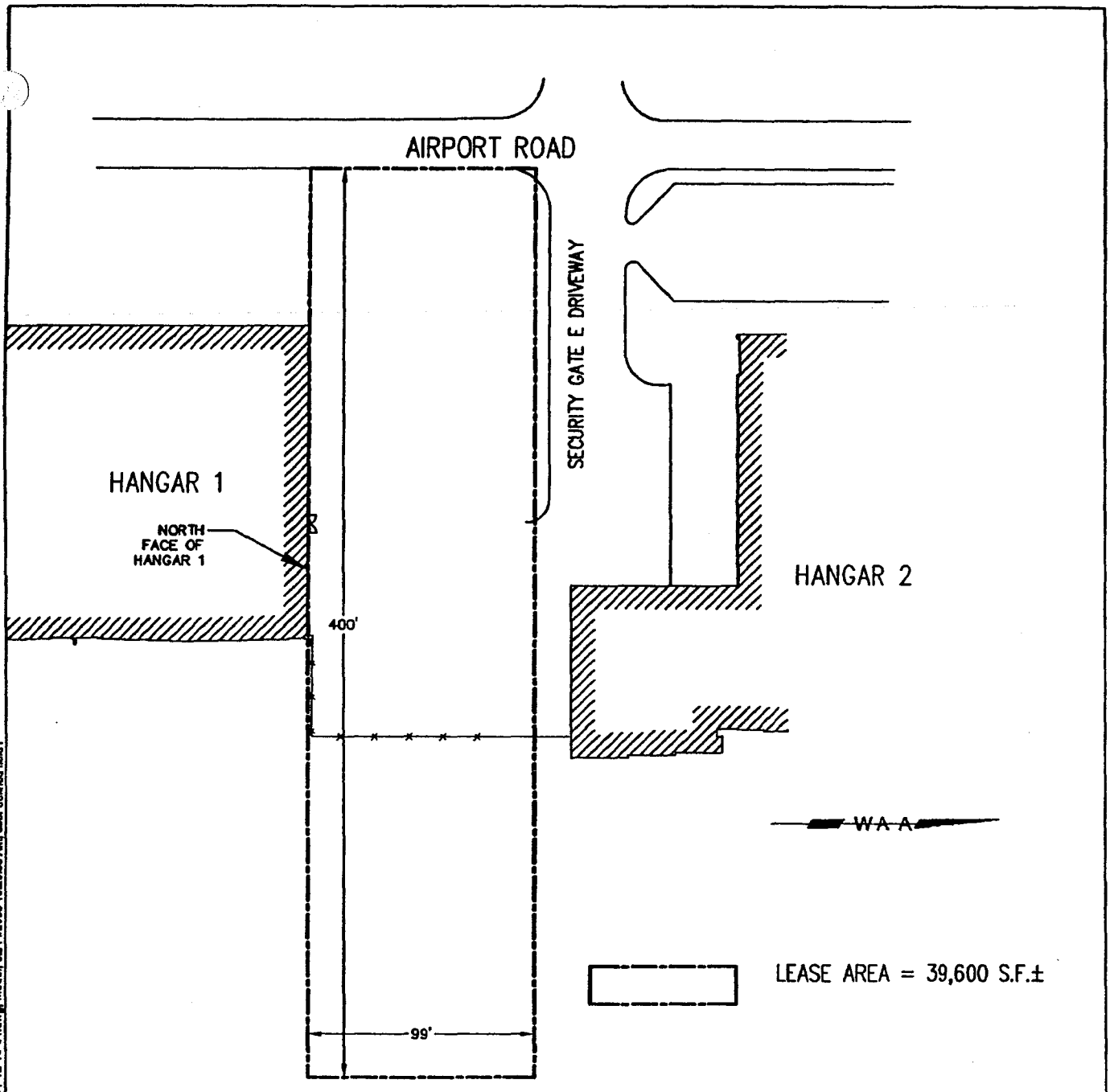


EXHIBIT A

2000 AIRPORT ROAD		
WICHITA MID-CONTINENT AIRPORT THE WICHITA AIRPORT AUTHORITY WICHITA, KANSAS		
DATE	DR. BY	SCALE
2-14-05	H.G.O.	1" = 60'

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AMENDMENT TO LEASE DATED FEBRUARY 1, 2005

BY AND BETWEEN

THE WICHITA AIRPORT AUTHORITY OF
THE CITY OF WICHITA, KANSAS

AND

CESSNA AIRCRAFT COMPANY

DATED AS OF DECEMBER 1, 2009

==========

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE dated as of December 1, 2009, amending that certain Lease dated as of February 1, 2005, between THE WICHITA AIRPORT AUTHORITY OF THE CITY OF WICHITA, KANSAS, of Sedgwick County, Kansas (the Issuer), and CESSNA AIRCRAFT COMPANY, a Kansas corporation (the "Company"),

WITNESSETH:

WHEREAS, Issuer is a governmental or quasi-governmental entity duly organized and existing under the laws of the State of Kansas, believing itself to have full lawful power and authority to enter into this Amendment to Lease; and

WHEREAS, Issuer in furtherance of the purposes and pursuant to the provisions of the laws of the State of Kansas, including K.S.A. 3-153 *et seq.,* as amended (the "Act"), has heretofore issued its Taxable Airport Special Facilities Revenue Bonds, Series A, 2005 (Yingling Aviation Project) (the "Series A, 2005 Bonds") for the purpose of expanding and equipping a fixed base operation at Wichita Mid-Continent Airport (the "Project"); and

WHEREAS, the Project is located on the premises described on Schedule I to the Lease dated as of February 1, 2005 (the "Premises") by and between the Issuer and the Company, (the "Lease"), and

WHEREAS, pursuant to the Lease, the Issuer leased the Premises, including the Project, to the Company; and

WHEREAS, pursuant to a Sublease Agreement dated as of December 1, 2009 (the "Sublease"), the Company subleased the Premises, including the Project, to Yingling Aircraft, Inc., a Kansas Corporation ("Yingling Aircraft"); and

WHEREAS, the parties hereto find it necessary and desirable to amend the Lease to extend the term thereof; and

WHEREAS, the Owner of 100% of the outstanding Series A, 2005 Bonds and Yingling Aircraft have consented to the extension of the term of the Lease,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Issuer and Company do hereby covenant and agree as follows:

Section 1. Extension of Term. The definition of "Basic Term" as set forth in Section 1.1 of the Lease is hereby amended to read as follows:

"Basic Term" means that term commencing as of March 3, 2005 and ending on November 20, 2035, subject to prior termination as specified in this Lease, but to continue thereafter until all of the principal of, redemption premium, if any, and interest on the Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Indenture.

Section 2. Option to Extend Term. Article 23.2(a) of the Lease is hereby deleted in its entirety.

Section 3. Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 4. Section Headings. The section headings shall not be treated as a part of this Amendment to Lease or as affecting the true meaning of the provisions hereof.

Section 5. Execution in Counterparts. This Amendment to Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 6. Ratification and Confirmation of Lease. Except as may be specifically amended, supplemented or modified by the terms of this Amendment to Lease, the Lease is hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents and caused the same to be dated as of the day and year first above written.

THE WICHITA AIRPORT AUTHORITY
OF THE CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, President

[SEAL]

ATTEST:

_____
Victor D. White, Director of Airports

"ISSUER"

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

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

BE IT REMEMBERED that on this ____ day of _____, 2009, before me, a notary public in and for said county and state, came Carl Brewer, President and Victor D. White, Director of Airports of the Wichita Airport Authority, to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same, for and on behalf and as the act and deed of said quasi-municipal corporation..

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

[SEAL]

_____
Notary Public in and for said
County and State

My Appointment Expires: _____

CESSNA AIRCRAFT COMPANY

By: _____
Jack J. Pelton
Chairman, President and Chief
Executive Officer

ATTEST:

_____
T. W. Wakefield, Vice President,
General Counsel and Secretary

"COMPANY"

ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 9th day of November, 2009, before me, a notary public in and for said County and State, came Jack J. Pelton, Chairman, President and Chief Executive Officer, and T. W. Wakefield, Vice President, General Counsel and Secretary, of Cessna Aircraft Company (Tenant), a Kansas corporation, on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

KAREN NESTELROAD
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 4-4-2010

_____
Notary Public in and for said
County and State

My Appointment Expires: April 4, 2010

CONSENT OF BONDHOLDER

The undersigned hereby certifies that he is a duly authorized officer of Cessna Aircraft Company, a Kansas corporation, and as such is authorized to execute this Consent of Bondholder, and hereby further certifies as follows:

1) Cessna Aircraft Company is the owner of 100% of the Outstanding Wichita Airport Authority of the City of Wichita, Kansas, Taxable Airport Special Facilities Revenue Bonds, Series A, 2005 (Yingling Aviation Project) (the "Series A, 2005 Bonds").

2) As owner of the Series A, 2005 Bonds, Cessna Aircraft Company consents to the foregoing Amendment to Lease dated December 1, 2009 by and between The Wichita Airport Authority of the City of Wichita, Kansas, as landlord, and Cessna Aircraft Company, as tenant.

Dated 11/19/09

CESSNA AIRCRAFT COMPANY

By: T. W. Wakefield
T. W. Wakefield, Vice President,
General Counsel and Secretary

CERTIFICATE OF TRUSTEE

The undersigned hereby certifies that she is a duly authorized officer of The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, a national banking association (the "Bank"), and as such is authorized to execute this Consent of Trustee, and hereby further certifies as follows:

1) The Bank is trustee, under that certain Trust Indenture dated as of February 1, 2005 authorizing and securing the City of Wichita, Kansas, Taxable Airport Special Facilities Revenue Bonds, Series A, 2005 (Yingling Aviation Project) (the "Series A, 2005 Bonds").

2) Cessna Aircraft Company is the registered owner of 100% of the Outstanding Series A, 2005 Bonds.

3) The Bank, as trustee, acknowledges receipt of the foregoing Amendment to Lease dated December 1, 2009 by and between The Wichita Airport Authority of the City of Wichita, Kansas, as landlord, and Cessna Aircraft Company, as tenant.

Dated _____

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
St. Louis, Missouri, as Trustee

By: Cheryl A. Rain
Name: Cheryl Rain
Title: Relationship Manager,
Assistant Vice President

CONSENT OF SUBTENANT

The undersigned hereby certifies that he is a duly authorized officer of Yingling Aircraft, Inc., a Kansas corporation, and as such is authorized to execute this Consent of Subtenant, and hereby further certifies that Yingling Aircraft, Inc. consents to the foregoing Amendment to Lease dated December 1, 2009 by and between The Wichita Airport Authority of the City of Wichita, Kansas, as landlord, and Cessna Aircraft Company, as tenant.

Dated this _____ day of _____, 2009.

YINGLING AIRCRAFT, INC.

By: Lynn Nichols
Lynn Nichols, President

ATTEST:

Sherry Nichols
Sherry Nichols, Secretary

LEASE

BY AND BETWEEN

THE WICHITA AIRPORT AUTHORITY OF
THE CITY OF WICHITA, KANSAS

AND

CESSNA AIRCRAFT COMPANY

DATED AS OF FEBRUARY 1, 2005

167802610N03
Lease

LEASE

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LEASE

THIS LEASE, dated as of the 1st day of February, 2005, by and between THE WICHITA AIRPORT AUTHORITY OF THE CITY OF WICHITA, KANSAS, of Sedgwick County, Kansas (the "Issuer"), and CESSNA AIRCRAFT COMPANY, a Kansas corporation (the "Company").

WITNESSETH:

WHEREAS, Issuer is a governmental or quasi-governmental entity duly organized and existing under the laws of the State of Kansas, believing itself to have full lawful power and authority to enter into this Lease; and

WHEREAS, Issuer in furtherance of the purposes and pursuant to the provisions of the laws of the State of Kansas, including K.S.A. 3-153 *et seq.*, as amended (the "Act"), intends to:

(a) Pay the costs of constructing, to the extent hereinafter described, but solely from the proceeds of the sale of the Bonds hereinafter described, the Project (hereinafter described);

(b) Lease the Project, to Company for the rentals and upon the terms and conditions hereinafter set forth; and

(c) Issue, for the purpose of paying the foregoing costs, the Series A, 2005 Bonds under and pursuant to and subject to the provisions of the Act and Indenture (hereinafter defined), said Indenture being incorporated herein by reference and authorized by resolution of the governing body of the Issuer; and

WHEREAS, Company, consistent with the foregoing intent of Issuer, desires to lease the Project from Issuer for the rentals and upon the terms and conditions hereinafter set forth; and

WHEREAS, the parties hereto acknowledge that the Premises (as hereinafter defined) and the Project will be subleased to Yingling Aircraft, Inc., a Kansas corporation ("Yingling Aircraft").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Issuer and Company do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. In addition to the words, terms and phrases elsewhere defined in this Lease, the following words, terms and phrases as used herein shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Act" means K.S.A. 3-153, et seq., as amended.

"Additional Bonds" means any Bonds issued pursuant to the provisions of Section 209 of the Indenture.

"Additional Rent" means all fees, charges and expenses of the Trustee, all Impositions, all amounts required under Article XXI hereof, all other payments (not including Basic Rent or Ground Rent) of whatever nature which Company has agreed to pay or assume under the provisions of this Lease and all expenses (including reasonable attorney's fees) incurred by Issuer in connection with the enforcement of any rights under this Lease or the Indenture.

"Additional Term" shall mean each term commencing on the last day of the Basic Term or the previous Additional Term and terminating five (5) years thereafter.

"Airport" means Wichita Mid-Continent Airport.

"Authorized Company Representative" means such person at the time designated to act on behalf of Company as evidenced by written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of Company by its President or any Vice President. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Company Representative.

"Authorized Issuer Representative" means the Mayor of the City of Wichita, Kansas, or such other person at the time designated to act on behalf of the Issuer as evidenced by written certificate furnished to the Company (and to the Trustee for any period during which any of the Bonds remain Outstanding) containing the specimen signature of such person and filed on behalf of the Issuer by the Mayor and City Clerk of the City of Wichita, Kansas.

"Bankruptcy Code" means Title 11 of the United States Code.

"Basic Rent" means the amount which, when added to Basic Rent Credits, shall be in the aggregate sufficient to pay on any Payment Date all principal of, redemption premium, if any, and interest on the Bonds which is due and payable on such Payment Date.

"Basic Rent Credits" means all funds on deposit in the Principal and Interest Payment Account and available for the payment of principal of, redemption premium, if any, and interest on the Bonds on any Payment Date therefor.

"Basic Rent Payment Date" means June 15, 2005 and each December 15 and June 15 thereafter until the principal of, redemption premium, if any, and interest on the Bonds have been fully paid or provision made for their payment in accordance with the provisions of the Indenture.

"Basic Term" means that term commencing as of March 3, 2005 and ending on March 3, 2025, subject to prior termination as specified in this Lease, but to continue thereafter until all of the principal of, redemption premium, if any, and interest on the Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Indenture.

"Bonds" means the Series A, 2005 Bonds and any Additional Bonds.

"Bond Counsel" means an attorney or firm of attorneys acceptable to the Issuer, the Trustee and the Company.

"Bondowner" means the registered owner of any fully registered Bond.

"Business Day" means a day which is not a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the legislature of the State of Kansas or a day on which the New York Stock Exchange is close.

"Certificate of Completion" means a written certificate signed by the Authorized Company Representative stating that (1) the Project has been completed in accordance with the plans and specifications prepared or approved by Issuer or Company, as the case may be; (2) the Project has been completed in a good and workmanlike manner; (3) no mechanic's or materialmen's liens have been filed, nor is there any basis for the filing of such liens, with respect to the Project; (4) all improvements constituting a part of the Project are located or installed upon the Premises; and (5) if required by resolutions duly adopted by Issuer or by applicable building codes; that an appropriate certificate of occupancy has been issued with respect to the Project.

"Change of Circumstances" means the occurrence of any of the following events:

(1) title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain;

(2) the Project is damaged or destroyed, in whole or in part, by fire, theft or other casualty; or

(3) as a result of changes in the Constitution of the State or of legislative or administrative action by the State or any political subdivision thereof, or by the United

States, or by reason of any action instituted in any court, including, without limitation, action which adversely affects the availability of an ad valorem tax exemption respecting the Project, this Lease shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way, by reason of such changes or circumstances, unreasonable burdens or excessive liabilities are imposed upon Company.

"Company" means Cessna Aircraft Company, a Kansas corporation, and its successors or assigns.

"Completion Date" means the date of completion of the acquisition, purchase, construction and installation of the Project established as such pursuant to Section 5.7 of the Lease.

"City" means the City of Wichita, Kansas.

"Costs of Issuance" means any and all expenses of whatever nature incurred in connection with the issuance and sale of the Bonds, including but not limited to bond and other printing expenses, and legal fees and expenses of counsel.

"Default" means any event or condition the occurrence of which, with the lapse of time or the giving of notice or both, constitutes an Event of Default.

"Event of Bankruptcy" means an event whereby the Company shall: (i) admit in writing its inability to pay its debts as they become due; or (ii) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief; or (iii) make an assignment for the benefit of creditors; or (iv) consent to the appointment of a trustee or receiver for all or a major portion of its property; or (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) suffer the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order, if the Company has not consented thereto, shall not be vacated, denied, set aside or stayed within 60 days after the day of entry; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

"Event of Default" means any one of the following events:

(a) Failure to make any payment of Basic Rent at the time and in the amounts required hereunder and the continuance thereof for more than (i) five (5) Business Days after notice of such failure is given to the Company by the Trustee in the case of Basic Rent due with respect to interest on the Bonds, or (ii) five (5) Business Days after notice of such failure is

given to the Company by the Trustee in the case of Basic Rent due with respect to premium, if any, or principal of the Bonds; or

(b) Failure of Company to make any payment of Ground Rent at the time and in the amount required by the Ground Lease and the same is not remedied within sixty (60) days after the Issuer has given written notice specifying such failure; or

(c) Failure to make any payment of Additional Rent at the times and in the amounts required hereunder, or failure to observe or perform any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and the same is not remedied within sixty (60) days after the Issuer or the Trustee has given the Company written notice specifying such failure (or such longer period as shall be reasonably required to cure such default; provided that (i) Company has commenced such cure within said 60-day period, and (ii) Company diligently prosecutes such cure to completion); or

(d) An Event of Bankruptcy; or

(e) Company abandons the Premises or the Ground Lease is cancelled in accordance with the provisions of Section 28 or 29 thereof; or

(f) Failure of the Company to comply with any lawful requirement, rule or regulation imposed on the Company or the Premises by the FAA or reasonably imposed by any other duly authorized governmental or quasi-governmental entity by reason of either (i) the Company's business operations generally, or (ii) the Company's operation of the Project specifically.

"FAA" means the Federal Aviation Administration of the United States.

"Ground Lease" means the Lease between the Issuer and the Company dated December 21, 2004 pursuant to which the Issuer leases the Premises to the Company.

"Ground Rent" means the rent attributable to the lease of the Premises in the amounts and as more specifically set forth in the Ground Lease.

"Hazardous Substances" means and includes those elements or compounds which are contained in the list of hazardous substances adopted by the EPA or the list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, or applicable state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect

"Holder" shall have the same meaning as Bondowner.

"Impositions" means all taxes and assessments, general and special, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or payable for or in respect of the Project or any part thereof, or any improvements at any time thereon or Company's interest therein, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would encumber Issuer's title to the Project.

"Indenture" means the Trust Indenture dated as of February 1, 2005 by and between Issuer and Trustee authorizing and securing the Series A, 2005 Bonds, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of Article XI thereof.

"Interest Payment Date" means June 15 and December 15 in each year, commencing as of June 15, 2005 and terminating when the principal of and redemption premium, if any, and interest on the Bonds have been fully paid.

"Issuer" means The Wichita Airport Authority of the City of Wichita, Kansas.

"Lease" means this Lease by and between the Issuer and the Company, as from time to time supplemented and amended in accordance with the provisions hereof and of the Indenture.

"Net Proceeds" means, when used with respect to any insurance or condemnation award with respect to the Project, the proceeds from the insurance or condemnation award remaining after the payment of all expenses (including attorneys' fees and any extraordinary expenses of the Trustee) incurred in the collection of such proceeds.

The term "Notice Address" shall mean:

(1) With respect to the Company:

Cessna Aircraft Company
5800 East Pawnee
Wichita, Kansas 67218
Attn: General Counsel

(2) With respect to the Yingling Aircraft

Yingling Aircraft, Inc.
2010 Airport Road
Wichita, Kansas 67209
Attn: President

(3) With respect to the Issuer:

The Wichita Airport Authority of
the City of Wichita, Kansas
P.O. Box 9130
Wichita, Kansas 67277-0130
Attn: Clerk

(4) With respect to the Trustee:

The Bank of New York Trust Company, N.A.
911 Washington Avenue
St. Louis, Missouri 63101
Attn: Corporate Trust Department

"Notice Representative" means:

(1) With respect to the Company, the General Counsel thereof.

(2) With respect to the Yingling Aircraft, any executive officer thereof.

(3) With respect to the Issuer, its duly elected or appointed Clerk.

(4) With respect to the Trustee, any trust officer thereof.

"Original Proceeds" means all proceeds, including accrued interest, derived from the sale of the Bonds to the Original Purchaser.

"Original Purchaser" means Cessna Aircraft Company.

"Outstanding" shall mean, as of a particular date, Bonds theretofore issued, authenticated and delivered, except:

(a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation pursuant to the Indenture;

(b) Bonds for the payment or redemption of which moneys or investments have been deposited with the Trustee in accordance with the provisions of the Indenture; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to the Indenture.

"Premises" means the real property described in Schedule I attached hereto and made a part hereof upon which the Project is located.

"Principal and Interest Payment Account" means that account authorized and established with the Trustee by the Indenture and designated "The Wichita Airport Authority of the City of Wichita, Kansas Principal and Interest Payment Account for Taxable Airport Special Facilities Revenue Bonds (Yingling Aviation Project)."

"Project" means the building improvements, fixtures, structures, machinery, equipment and other property located on the Premises and purchased in whole or in part from the proceeds of the Bonds.

"Project Costs" means those costs incurred in connection with the Project, including:

(a) all costs and expenses incident or necessary to the acquisition of such of the Project as is constructed, installed or in progress at the date of such acquisition;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the construction, furnishing and equipping of the Project or the issuance of the Bonds;

(c) all costs and expenses of constructing, acquiring or installing the remaining portion of the Project;

(d) payment of interest actually incurred on any interim financing obtained from a lender unrelated to the Company for performance of work on the Project prior to the issuance of the Bonds;

(e) the cost of any insurance and performance and payment bonds maintained during the Construction Period in accordance with the Lease;

(f) payment of interest accruing on the Bonds prior to the Completion Date.

(g) Costs of Issuance.

"Project Fund" means the account authorized and established with the Trustee pursuant to the Indenture and designated "The Wichita Airport Authority of the City of Wichita, Kansas, Project Fund (Yingling Aviation Project)."

"Project Replacement Fund" means that fund authorized and established with the Trustee by the Indenture and designated "The Wichita Airport Authority of the City of Wichita, Kansas, Project Replacement Fund (Yingling Aviation Project)."

"Record Date" means December 1 and June 1 in each year.

"Series A, 2005 Bonds" means The Wichita Airport Authority of the City of Wichita, Kansas, Taxable Airport Special Facilities Revenue Bonds, Series A, 2005 (Yingling Aviation Project) in the aggregate principal amount of $1,500,000.

"Sublease" means the Yingling Sublease or any other sublease authorized under Article IX hereof by and between the Company and the Subtenant, as such Sublease may from time to time be amended and supplemented in accordance with the provisions thereof.

"Subtenant" means Yingling Aircraft or any other fixed-base operator subleasing the Premises from the Company.

"Term" means the Basic Term and any Additional Term.

"Trustee" means The Bank of New York Trust Company, N.A., in its capacity as trustee, bond registrar, paying agent and insurance trustee and its successor or successors and any other corporation or association which at the time may be substituted in its place pursuant to and at the time serving as Trustee under the Indenture.

"Yingling Aircraft" means Yingling Aircraft, Inc., a Kansas corporation.

"Yingling Sublease" means that certain Sublease Agreement dated as of the date of this Indenture between the Company and Yingling Aircraft, as from time to time amended and supplemented in accordance with the provisions thereof.

1.2 Representations and Covenants by Company. Company makes the following covenants and representations as the basis for the undertakings on its part herein contained.

(a) Due Organization and Authority of Company. Company represents that it is a corporation duly organized and existing under the laws of the State of Kansas, with lawful power and authority to enter into this Lease, acting by and through its duly authorized officers.

(b) Maintenance of Existence by Company. Company shall maintain and preserve its existence and organization as a corporation and its authority to do business in the State of Kansas and to operate the Premises.

(c) No Conflicts. Company represents that neither the execution and delivery of this Lease, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or

compliance with the terms and conditions of this Lease contravenes the Certificate of Incorporation or bylaws of the Company, or conflicts with or results in a breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which the Company is a party or by which it is bound, or to which it or any of its properties is subject, or constitutes a default (disregarding any required notice or the passage of any period of time) under any of the foregoing, or results in creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Company under the terms of any mortgage, debt, agreement, indenture or instrument, or violates any existing law, administrative regulation or court order or consent decree to which the Company is subject. This Lease constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its terms.

1.3 Representations and Covenants by Issuer. Issuer makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) In the opinion of its attorney, Issuer is a governmental or quasi-governmental entity existing under the Constitution and laws of the State of Kansas. Under the provisions of the Act, Issuer, to the best of its knowledge and belief, has the power to enter into the transactions contemplated by this Lease and the Indenture and to carry out its obligations hereunder and thereunder.

(b) Issuer has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against the Project, except for this Lease and the pledge of the net revenues from the Project pursuant to the Indenture.

(c) Issuer will not during the Basic Term or the Additional Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against the Project, except as required by law or otherwise contemplated by this Lease.

(d) To the best of its knowledge and belief, Issuer has authorized the execution and delivery of this Lease and the Indenture and the issuance, execution and delivery of the Series A, 2005 Bonds.

ARTICLE II

2.1 Granting of Leasehold. Issuer by these presents hereby rents, leases and lets unto Company and Company hereby rents, leases and hires from Issuer, for the rentals and upon and subject to the terms and conditions hereinafter set forth, the Project for the Basic Term. The parties acknowledge that the Premises have been leased by the Issuer to the Company pursuant to the terms and provisions of the Ground Lease.

2.2 Use of Project Subject to the terms and conditions of the Ground Lease, it is understood and agreed that the Project shall be used by Company and/or Subtenant throughout the Term of this Lease as a fixed base operation, with specific uses including: aircraft and engine repair; the sale, rental and storage of aircraft; the sale of aircraft parts, engines and accessories; flight instruction; charters; fuel sales to its customers; manufacturing; and any and all other purposes incidental and related to an airport fixed base operation.

ARTICLE III

3.1 Basic Rent. Issuer reserves and Company covenants and agrees to pay to the Trustee hereinafter and in the Indenture designated, for the account of Issuer and during the Basic Term, for deposit in the Principal and Interest Payment Account hereinafter and in the Indenture established, on or before 10:00 a.m. on each Basic Rent Payment Date, Basic Rent in immediately available funds.

3.2 Acquisition of Bonds. In the event Company acquires any outstanding Bonds, it may present the same to Issuer for cancellation, and upon such cancellation, Company's obligation to pay Basic Rent shall be reduced accordingly, but in no event shall Company's obligation to pay Basic Rent be reduced in such a manner that the Trustee shall not have on hand in the Principal and Interest Payment Account funds sufficient to pay the maturing principal of, redemption premium, if any, and interest on the Bonds as and when the same shall become due and payable in accordance with the provisions of the Bond Resolution.

3.3 Additional Rent. Within thirty (30) days after receipt of written notice thereof, Company shall pay Additional Rent.

3.4 Rent Payable Without Abatement or Setoff. Company covenants and agrees with and for the express benefit of Issuer and the Bondowners that all payments of Basic Rent and Additional Rent shall be made by Company as the same become due, and that Company shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project shall have been acquired, started or completed, or whether Issuer's title to the Premises or any part thereof is defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of Company, any Change of Circumstances, any change in the tax or other laws of the United States of America, the State of Kansas, or any political subdivision of either, any change in Issuer's legal organization or status, or any default of Issuer hereunder, and regardless of the invalidity of any action of Issuer or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Lease, and Company hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Lease or which releases or purports to release Company therefrom. Nothing in this Lease shall be construed

as a waiver by Company of any rights or claims Company may have against Issuer under this Lease or otherwise, but any recovery upon such rights and claims shall be had from Issuer separately, it being the intent of this Lease that Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Bondowners.

3.5 Prepayment of Rent. Company may at any time prepay all or any part of the Basic Rent.

3.6 Deposit of Rent by Trustee. The Trustee shall deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Lease and the Indenture.

ARTICLE IV

4.1 Disposition of Original Proceeds; Project Fund. The Original Proceeds of the Bonds shall be paid over to the Trustee for the account of Issuer. The Trustee shall, first, promptly pay from such Original Proceeds into the Principal and Interest Payment Account the full amount of any accrued interest and premium, if any, received upon such sale. The remainder of such Original Proceeds shall be deposited by the Trustee in the Project Fund to be used and applied as provided in this Lease and the Indenture, except that Costs of Issuance may be paid from the Project Fund without further order or authorization.

ARTICLE V

5.1 Construction of Project. Concurrently with the issuance of the Bonds, the Project as is then completed, installed or in progress shall become the property of the Issuer. Company shall also concurrently with such conveyance make provisions for the discharge of any liens or encumbrances incurred by it in connection with the construction, installation or development of the Project except those required by Issuer.

5.2 Scheduling of Construction. The Company agrees to and shall cause the Project to be constructed on the Premises subject to the terms and conditions herein set forth. Company shall cause the construction of the Project to be coordinated with time schedules established by the Issuer for other construction at the Airport. Company and Subtenant shall have the right to enter upon the Premises for construction of the Project upon notice from the Director of Airports that the Premises is available.

5.3 Federal Aviation Administration Review. All preliminary plans delivered to the Director of Airports prior to commencement of construction will be submitted to him for review and approval, and for review and approval of the FAA as may be required. The preliminary plans shall show plot plans, buildings and other structures, objects and facility locations and their elevations,

and shall indicate proposed exterior materials and finishes on all structures and objects. It shall be the responsibility of Company, or Subtenant on behalf of Company, to file all necessary alteration and construction forms with the Director of Airports for submission to the FAA for approval, as may be required.

5.4 Landscaping and Screening. Company shall cause appropriate landscaping and screening, including lawn, shrubbery, trees, bushes, vines and other plantings and screening on the Premises to be provided and installed as a part of the construction of the Project. All proposed landscaping plans and screening designs shall be submitted to the Director of Airports for review and approval. Company further agrees to provide, or cause Subtenant to provide any further landscaping and fencing that may be required, during the Term hereof, by the Director of Airports for the purpose of screening from view any area of the Premises.

5.5 Project Contracts. It is recognized by the parties hereto that prior to the execution hereof Company may have entered into certain contracts with respect to the acquisition and/or construction of the Project, and that after the execution hereof, Company will enter into certain future contracts with respect to the acquisition and/or construction of the Project. All of said contracts are hereinafter referred to as the "Project Contracts." Prior to the execution hereof, certain work has been or may have been performed on the Project pursuant to said Project Contracts or otherwise. Company hereby conveys, transfers and assigns to Issuer all of Company's interest in the Project Contracts and Issuer hereby designates Company as Issuer's agent for the purpose of executing and performing the Project Contracts. After the execution hereof, Company shall cause the Project Contracts to be fully performed by the contractor(s) thereunder in accordance with the terms thereof, and Company covenants to cause the Project to be acquired, constructed and/or completed in accordance with the Project Contracts. Company warrants that the construction and/or acquisition of the Project in accordance with said Project Contracts will result in the Project being suitable for use by Company and Subtenant for their respective purposes. Any and all amounts received by Issuer, Trustee or Company from any of the contractors or other suppliers by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Project Fund.

5.6 Payment of Project Costs. Issuer hereby agrees to pay for Project Costs, but solely to the extent possible from the Project Fund, and hereby authorizes and directs the Trustee to pay for the same, but solely to the extent possible from the Project Fund, from time to time, upon receipt by the Trustee of a certificate signed by the Authorized Company Representative in the form set forth in Appendix A hereto which is incorporated herein by reference, provided, however, that the Trustee shall not be obligated to make any payments hereunder if an Event of Default hereunder has occurred and is continuing.

The sole obligation of Issuer under this paragraph shall be to cause the Trustee, and the Trustee is hereby directed, to make such disbursements upon receipt of such certificates. The Trustee may rely fully on any such directions and shall not be required to make any investigation in connection therewith, except that the Trustee shall investigate requests for reimbursements directly

to the Company and shall require such supporting evidence as would be required by a reasonable and prudent trustee.

5.7 Completion of Project. Company warrants that the Project, when completed, will be necessary or useful in its development for use by Company and Subtenant for their respective purposes. Issuer and Company each covenant and agree to proceed diligently to complete the Project. Upon completion of the Project, Company shall cause the Authorized Company Representative to deliver a Certificate of Completion to the Trustee, and the date of such delivery shall be the Completion Date.

5.8 Deficiency of Project Fund. If the Project Fund shall be insufficient to pay fully all Project Costs and to fully complete the Project, lien free, Company covenants to pay the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials, machinery, equipment, property and services as the same shall become due, and Company shall save Issuer whole and harmless from any obligation to pay such deficiency.

5.9 Surplus in Project Fund. Any amount remaining in the Project Fund after the Certificate of Completion has been delivered to the Trustee, shall be transferred by the Trustee into the Principal and Interest Payment Account and used and applied by Trustee for the purposes and at the times authorized by the Bond Resolution.

5.10 Right of Entry by Issuer. The duly authorized agents of Issuer shall have the right at any reasonable time prior to the completion of the Project to have access to the Premises or any parts thereof for the purpose of inspecting and supervising the acquisition, installation or construction of the Project.

5.11 Inspection of Project. The duly authorized agents of Issuer shall have the right at any reasonable time prior to the completion of the Project to enter upon the Premises for the purpose of inspecting the construction thereof, to determine whether or not the Project is being constructed substantially in accordance with the plans and specifications. If at any time during the progress of such construction, it is determined that the Project is not being constructed substantially in accordance with the plans and specifications, upon receipt of written notice from Issuer, the Company shall make or cause to be made such reasonable alterations as may be required to cause the Project to substantially conform to the plans and specifications.

5.12 Project Property of Issuer. All buildings, improvements and work constituting a part of the Project, all work and materials on the Project as such work progresses, and the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of Issuer.

5.13 Kansas Retailers' Sales Tax.

(a) The parties have entered into this Lease in contemplation that, under the existing provisions of K.S.A. 79-3606(d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that Issuer shall, with Company's assistance, attempt to promptly obtain from the State and furnish to the contractors and suppliers an exemption certificate for the construction of the Project. Company covenants that said exemption shall be used only in connection with the purchase of tangible personal property or services becoming a part of the Project.

(b) In the event the exclusion in K.S.A. 79-3606(d) is repealed or held not applicable to this Lease, then in such event the parties acknowledge that any tax imposed by the Kansas Retailers' Sales Tax Act upon the purchase of tangible personal property comprising the Project shall be paid by the Company (or by contractors and suppliers on behalf of the Company) to the retailer at the time of purchase of said tangible personal property or as may otherwise be required by law, it being the intent of this Lease that the Company shall be unconditionally obligated to pay any tax imposed by the Kansas Retailers' Sales Tax Act upon the purchase of tangible personal property comprising the Project as may be required by law.

ARTICLE VI

6.1 Insurance as a Condition to Disbursement. As a condition precedent to disbursement of funds from the Project Fund pursuant to Article V hereunder, the following policies of insurance for the Project and its operations shall be in full force and effect:

(a) General accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle) under which Issuer, Company, Trustee and the City shall be named as insureds or additional named insured, in an amount not less than $2,000,000 per occurrence; which policy shall provide that such insurance may not be canceled by the issuer thereof without at least thirty (30) days' advance written notice to Issuer, Company, Trustee and the City, such insurance to be maintained throughout the life of this Lease; and

(b) Workers' Compensation Insurance; and

(c) With regard to buildings and improvements constituting a part of the Project, builder's risk-completed value form insurance insuring the Project against fire, lightning and all other risks covered by the broadest form extended coverage endorsement then and from time to time thereafter in use in the State of Kansas to the full insurable value of the Project. Such policy or policies of insurance shall name Issuer, Company, the Trustee and the City, as insureds, as their respective interests may appear, and all payments received under such policy or policies by Issuer or Company shall be paid over to the Trustee and be deposited in the Project Fund; and

(d) With regard to buildings and improvements constituting a part of the Project, performance and labor and material payment bonds and statutory bonds with respect to the Project Contracts and in the full amount of the Project Contracts, made by the contractors thereunder as the principals and a surety company or companies qualified to do business in Kansas as surety. Said performance and labor and material payment bonds shall name the Issuer, the Company and the Trustee as obligees. The Company shall cause the statutory bond to be filed with the Clerk of the Sedgwick County District Court and evidence of the filing to be furnished to the Trustee. All payments received by the Issuer, the Company and/or the Trustee under said bonds shall become a part of and be deposited in the Project Fund.

6.2 Insurance During Term of Lease for Project and its Operations.

(a) Liability Insurance. The Company agrees to maintain, or to cause Subtenant to maintain, to the extent such coverage is reasonably available, public liability insurance in an amount not less than $2,000,000 per occurrence. In addition, the Company shall maintain or shall cause Subtenant to maintain a Worker's Compensation and Employer's liability policy for limits of not less than the statutory requirement for Worker's Compensation, and $500,000 Employer's Liability.

Company agrees that in the event of future changes in the law and upon notice by the Issuer, the minimum levels of insurance required by this paragraph may be increased within the bounds of commercial reasonableness to the amount that may be required to provide coverage of the events of this Section 6.2(a).

The Company agrees, prior to the commencement of the Basic Term, to provide Issuer with copies of all policies or certificates evidencing that such insurance is in full force and effect, and stating the terms thereof.

(b) Fire and Extended Coverage. Company, at its expense or that of Subtenant, throughout the Term of this Lease, shall cause the improvements on the Project to be insured against loss or damage by fire and extended coverage at least equal to 90% of the full insurable value thereof and furnish Issuer a certificate evidencing such insurance. Subject to the provisions of Article XVII hereof, the proceeds of any payments made under such insurance policy or policies shall be used to rehabilitate or reconstruct the insured facilities.

In lieu of the insuring of the Project by the Company (or Subtenant on behalf of the Company) against the loss or damage by fire and extended coverage, Company shall have the option to request that the Project be insured under the Issuer's blanket policy, and the Company agrees to pay or cause Subtenant to pay the premiums for the cost of insurance on the Project, plus its pro rata share of any deductible required to be paid by Issuer under its blanket policy which is attributable to the Project.

6.3 General Insurance Provisions.

(a) Not less than thirty (30) days prior to the expiration dates of the expiring policies, originals or certificates or acceptable binders of the policies provided for in this Article, each bearing notations evidencing payment of the premiums or other evidence of such payment satisfactory to Issuer, shall be delivered by Company to Issuer and Trustee so long as any Bonds remain Outstanding. All policies of such insurance and all renewals thereof shall name Issuer, Company, the City and the Trustee so long as any Bonds remain Outstanding as insureds as their respective interests may appear, shall contain a provision that such insurance may not be canceled or amended by the issuer thereof without at least thirty (30) days' written notice to Issuer, Company and the Trustee so long as any Bonds remain Outstanding and shall be payable to the Trustee so long as any Bonds are Outstanding. Issuer and Company hereby agree that, so long as any Bonds are Outstanding, each will do anything necessary, be it the endorsement of checks or otherwise, to cause any such payment made with respect to the Project to be made to the Trustee. Any charges made by the Trustee for its services shall be paid by Company.

(b) Each policy of insurance hereinabove referred to shall be issued by a nationally recognized responsible insurance company qualified under the laws of the State of Kansas to assume the risks covered therein.

(c) The initial premium on the policies of insurance herein required shall be paid by Company prior to or concurrently with the issuance of the Bonds, or at such later date as such policies of insurance may be required to be in force under the terms of this Article, and evidence of such payment shall be filed with the Trustee at such time.

(d) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible in an amount approved by the Issuer.

(e) Each policy of insurance required herein may be provided through blanket policies maintained by Company or the Subtenant.

(f) Anything in this Lease to the contrary notwithstanding, Company shall be liable to Issuer pursuant to the provisions of this Lease or otherwise, as to any loss or damage which may have been occasioned by the negligence of Company, its agents or employees.

ARTICLE VII

7.1 Impositions. During the life of this Lease, Company shall or shall cause Subtenant to bear, pay and discharge, before the delinquency thereof, any and all Impositions. In the event any Impositions may be lawfully paid in installments, Company, or Subtenant on behalf of Company, shall be required to pay only such installments thereof as become due and payable during the life of this Lease as and when the same become due and payable.

7.2 Receipted Statements. Unless Company and/or Subtenant exercises its right to contest any Impositions in accordance with Section 7.3 hereof, Company shall, within thirty (30) days after the last day for payment, without penalty or interest, of an Imposition which Company is required to bear, pay and discharge pursuant to the terms hereof, deliver or cause Subtenant to deliver to Issuer a photostatic copy of the statement issued therefor duly receipted to show the payment thereof.

7.3 Contest of Impositions. Company, or Subtenant on behalf of Company, shall have the right, in its own or Issuer's name or both, to contest the validity or amount of any Imposition by appropriate legal proceedings instituted at least ten (10) days before the Imposition complained of becomes delinquent if, and provided, Company or Subtenant (i) before instituting any such contest, shall give Issuer written notice of its intention to do so and, if requested in writing by Issuer, shall deposit with the Trustee a bond in favor of Issuer with a surety company acceptable to Issuer as surety, or cash, in a sum of at least the amount of the Imposition so contested, assuring the payment of such contested Impositions together with all interest and penalties to accrue thereon and costs of suit, and (ii) shall diligently prosecute any such contest and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (iii) promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. Company shall hold Issuer whole and harmless from any costs and expenses Issuer may incur related to any such contest.

ARTICLE VIII

8.1 Fire Equipment. Company shall furnish and maintain at the Project, or shall cause Subtenant to furnish and maintain at the Project, sufficient portable fire extinguishing units as may be required by insurance risks or as designated by Issuer.

8.2 Parking. Company and Subtenant shall have the right on the Premises and at such other property leased to the Company by the Issuer and at no other location on the Airport to park automobiles, trucks and similar vehicles at the Premises without the payment of any additional fees to the Issuer; provided however, the Company and Subtenant shall comply fully with the rules and regulations of the Issuer concerning the parking and use of vehicles at the Airport generally.

8.3 Signs and Advertising. Company shall not and shall not permit Subtenant to erect or place signs or advertising material on the Project unless the design and layout of such signs and advertising material, together with the materials and methods of construction of such signs and advertising material, shall have been approved in writing in advance by the Director of Airports, which approval shall not be unreasonably withheld.

8.4 Utilities. All utility and utility services shall be contracted for in accordance with the provisions of Section 17 of the Ground Lease. Company, or Subtenant on behalf of Company, shall pay for all utilities furnished through facilities owned by Issuer at the published rate established by Issuer and charged to other tenants at the Airport.

ARTICLE IX

9.1 Sublease by Company. Company may not sublease the Project or any portion thereof, without the written consent of the Issuer, which consent shall not be unreasonably withheld. Any such subletting without such consent shall be void. This subleasing limitation shall not apply to aviation-oriented businesses which are parent or subsidiary companies or corporations of the Company. Issuer hereby consents to the subleasing of the Premises and the Project to the Yingling Aircraft pursuant to the terms of the Yingling Sublease. In the event of any such subleasing, including subleasing the Premises and the Project to the Yingling Aircraft, Company shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between Issuer or the Trustee and the Subtenant, or any such subtenant, shall relieve Company of any of its duties and obligations hereunder. Any such sublease shall be subject and subordinate to the provisions of the Lease.

9.2 Assignment by Company. Company may not assign its interest in the Project or any portion thereof, without the written consent of the Issuer, which consent shall not be unreasonably withheld. Any such assigning without such consent shall be void. This assigning limitation shall not apply to aviation-oriented businesses which are parent or subsidiary companies or corporations of the Company. In the event of any such assignment, Company shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between Issuer or the Trustee and any such assignee shall relieve Company of any of its duties and obligations hereunder, except as may be otherwise provided in the following section.

9.3 Release of Company. If, in connection with an assignment by Company of its interests in this Lease, (1) the Issuer and the holders of Ninety percent (90%) in aggregate principal amount of any Outstanding Bonds (including any Additional Bonds) shall file with the Trustee and the Original Purchaser their prior written consent to such assignment, and (2) the proposed assignee shall expressly assume and agree to perform all of the obligations of Company under this Lease; then and in such event Company shall be fully released from all obligations accruing hereunder after the date of such assignment.

9.4 Mergers and Consolidations. Notwithstanding the provisions of Section 9.2, if Company shall assign its interests in this Lease as part of a transaction involving the merger or consolidation of Company with or into, or a sale, lease or other disposition of all or substantially all of the property of Company as an entirety to another person, association, corporation or other entity, and (1) Issuer shall give its prior written consent to such assignment, (2) the proposed assignee shall expressly assume and agree to perform all of the obligations of Company under this Lease, and (3) Company shall furnish the Issuer and the Trustee so long as any Bond remain Outstanding with evidence in the form of financial statements certified by an independent certified public accountant of recognized standing establishing that the net worth of such proposed assignee immediately following such assignment will be at least equal to the net worth of Company as shown by the last

previous such statement of Company; then and in such event Company shall be fully released from all obligations accruing hereunder after the date of such assignment.

9.5 Covenant Against Other Assignments. Company will not assign or in any manner transfer its interests under this Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements herein set forth.

ARTICLE X

10.1 Repairs and Maintenance. Company, or Subtenant on behalf of Company, at its sole expense, shall keep and maintain the Project and the fixtures and appurtenances in a clean and sightly condition, free of trash, debris and obstructions. Company, or Subtenant on behalf of Company, shall maintain and keep in repair at its own expense the interior and exterior of the Project, keeping the same in proper condition, including, but not limited to, replacement of all broken glass, painting, and repair and maintenance of all pipes, wiring, plumbing, motors, fixtures, electrical and mechanical equipment.

Issuer, its agents or employees shall have the right to enter upon the Project at any and all reasonable times to inspect the condition thereof. In the event Company shall fail to cause the Project and the equipment thereon to be maintained and kept in repair, Issuer may enter upon and perform the necessary maintenance or repairs at the expense of the Company in accordance with the provisions of Section 18 of the Ground Lease.

ARTICLE XI

11.1 Alterations. Company, or Subtenant on behalf of Company, shall have and is hereby given the right, at its sole cost and expense, to make such additions, changes and alterations in and to the Project as Company and Subtenant from time to time may deem necessary or advisable; provided, however, neither Company nor Subtenant shall make any addition, change or alteration without prior written approval of the Issuer, which approval shall not be unreasonably withheld.

All additions, changes and alterations made by Company or Subtenant pursuant to the authority of this Article shall be in a workmanlike manner and in strict compliance with all laws and resolutions applicable thereto, when commenced, be prosecuted to completion with due diligence, and when completed, shall be deemed a part of the Project.

ARTICLE XII

12.1 Securing of Permits and Authorizations. Company shall not do or permit others under its control, including Subtenant, to do any work in or in connection with the Project or related to any

repair, rebuilding, restoration, replacement, alteration of or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have first been procured and paid for. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease.

12.2 Mechanics' Liens. Company shall not do or suffer anything to be done whereby the Project, or any part thereof, may be encumbered by any mechanics' or other similar lien and if, whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, Company shall discharge the same of record within thirty (30) days after the date of filing. Notice is hereby given that Issuer does not authorize or consent to and shall not be liable for any labor or materials furnished Company or anyone claiming by, through or under Company upon credit, and that no mechanics' or similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of Issuer in and to the Project, or any part thereof.

12.3 Contest of Liens. Company, notwithstanding the above, shall have the right to contest any such mechanics' or other similar lien if within said thirty (30) day period stated above it (i) notifies Issuer in writing of its intention so to do, and if requested by Issuer, deposits with the Trustee or the Issuer a bond in favor of Issuer with a surety company acceptable to Issuer as surety, or cash, in the amount of the lien claim so contested, indemnifying and protecting Issuer from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with said asserted lien and the contest thereof, and (ii) diligently prosecutes such contest, at all times effectively staying or preventing any official or judicial sale of the Project or any part thereof or interest therein, under execution or otherwise, and (iii) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

ARTICLE XIII

13.1 Indemnity. Company shall protect, defend and hold Issuer, the City and the Trustee, and their 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 costs and expert fees), of any nature whatsoever arising out of or incident to this Lease and/or the use or occupancy of the Project or the acts or omissions of Company's officers, agents, employees, contractors, subcontractors, licensees or invitees on the Premises or the Project, regardless of where the injury, death or damage may occur; provided, however, that nothing contained in this Section shall be construed as requiring Company, directly or through Subtenant, to indemnify Issuer, the Trustee or the City for any claim resulting from any act or omission of Issuer, the Trustee, the City, or their respective agents and employees. The Issuer shall give to Company reasonable notice of any such claims or actions and shall cooperate

in the defense of such claims and actions. The Company shall also use counsel reasonably acceptable to Issuer, the City and the Trustee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Lease.

13.2 Environmental Provisions.

(a) The Company hereby covenants that it will not cause or permit any Hazardous Substances to be placed, held, located or disposed of, on, under or at the Project or the Premises, 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 to the Issuer hereunder, the Company hereby agrees to indemnify and hold harmless the Issuer, the City and the Trustee 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 Issuer, the City or the Trustee 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 leased premises during any term of this lease of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any hazardous substance) if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the Company, or persons within the control of the Company, its officers, employees, agents, invitees and/or licensees, or if such Hazardous Substance was owned by, or located on the Project or the Premises by, the Company (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(c) If, during the Term of this Lease, the Company receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Project or the Premises or in connection with the Company'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 Company (an "Environmental Complaint") from any persons or entity (including, without limitation), the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE"), the Company shall immediately notify the Issuer and the Trustee in writing of said notice.

(d) The Issuer shall have the right, but not the obligation, and without limitation of the Issuer's other rights under this Lease, to enter the Project or the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any hazardous substance or environmental complaint following

receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any hazardous substance or an environmental complaint pertaining to the Project or the Premises or any part thereof which, if true, could result in an order, suit or other action against the Company and/or which, in the reasonable judgment of the Issuer, could jeopardize its interests under this Lease. If such conditions are caused by circumstances within the control of the Company or if such circumstances result from a Hazardous Substance owned by, or located on the Project or the Premises by, the Company (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the Issuer in the exercise of any such rights shall be payable by the Company upon demand.

(e) If an Event of Default shall have occurred and be continuing, the Company at the request of the Issuer shall periodically perform (at the Company's expense) an environmental audit and, if reasonably deemed necessary by the Issuer, an environmental risk assessment (each of which must be reasonably satisfactory to the Issuer) of the Project and the Premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Company with respect to the Project and the Premises. Such audit and/or risk assessment shall be conducted by an environmental consultant satisfactory to the Issuer. Should the Company fail to perform any such environmental audit or risk assessment within 30 days of the written request of the Issuer, the Issuer 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 Issuer in the exercise of such rights shall be payable by the Company on demand.

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

(g) The Issuer hereby agrees to indemnify and hold harmless the Company 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 Company 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 Project or the Premises during the period prior to the term of this Lease of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any hazardous substance) unless such presence, escape,

seepage, leakage, spillage, discharge, emission or release was caused by the Company, or persons within the control of the Company, its officers, employees, agents, invitees and/or licensees, or if such hazardous substance was owned by, or placed upon the Project or the Premises by, the Company (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(h) The provisions of this Section 8.2 shall survive the termination of this Lease.

ARTICLE XIV

14.1 Issuer's Access to Project. Issuer, for itself and its duly authorized representatives and agents, reserves the right to enter the Project at all reasonable times during usual business hours throughout the Term of this Lease for the purpose of (a) examining and inspecting the same, (b) performing such work made necessary by reason of Company's default under any of the provisions of this Lease, and (c) while an Event of Default is continuing hereunder, exhibiting the Project to prospective lessees. Issuer may, during the progress of said work mentioned in (b) above, keep and store on the Project all necessary materials, supplies and equipment and shall not be liable for necessary inconvenience, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of such materials, supplies and equipment.

14.2 Inspection of Project. The Director of Airports on prior notice to Company of his intention to do so, accompanied by Company's representatives, may cause inspection of the Project by Issuer's representatives or an outside architect or engineer of his choosing. In the event that the report of any such inspection shows that the Project has not been maintained in the state of repair required by this Lease, then the Issuer may take such action as provided for in this Lease.

14.3 Restoration. Company shall yield and deliver to Issuer possession of the Project at the expiration or termination of this Lease or any extension thereof in good condition in accordance with Company's express obligations hereunder, except for reasonable wear and tear. Company may, while this Lease is in effect and shall at the expiration or termination of its Term, remove all personal property and trade fixtures installed or placed by Company at Company's expense on or about the Project, subject to Company's repairing any damage thereto caused by such removal and subject to any valid lien which Issuer may have thereon for unpaid rents or fees.

ARTICLE XV

15.1 Rules and Regulations.

Company, its agents and employees, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by Issuer or the City in respect to the operation of the Airport; and shall also be subject to any and all

applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Airport or Company's operations conducted hereunder. Such observation and compliance by Company shall not obligate Company to make any alterations or do any other work, structural or otherwise, within the Project unless failure of the Project to comply with such rules, laws, statutes and regulations shall have been caused by Company's specific use of the Project.

Issuer shall not be liable to Company for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this Section 15.1 provided, nor shall Company be entitled to terminate this Lease by reason thereof unless the exercise of such authority shall so interfere with Company's exercise of the rights hereunder as to constitute a termination of this Lease by operation of law in accordance with the laws of Kansas.

Company shall comply with all applicable regulations relating to Airport security and shall control the Project so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport. Issuer shall be held harmless for any and all breaches of the Transportation Security Administration's policies and regulations caused by the Company, its agents or employees, or that occur on the Project except to the extent caused by Issuer. In the event the Transportation Security Administration imposes a fine or penalty for any such security violation, whether such fine or penalty is assessed to the Issuer or the Company or their agents or employees, the penalty shall be paid by the Company; provided, however, that nothing herein shall prevent Company from contesting the legality, validity or application of such fine or penalty to the full extent Company may be lawfully entitled so to do.

ARTICLE XVI

16.1 FAA Requirements. Issuer and Company agree that the requirements of the FAA set out in Section 32 of the Ground Lease are approved by both parties, and if applicable, Company agrees to comply with all FAA requirements with respect to its operations, the use of the Airport and this Lease. The provisions of Section 32 of the Ground Lease are incorporated herein by reference.

16.2 Modifications for Granting FAA Funds. In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Lease, Company agrees to consent to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Lease, as may be reasonably required to enable the Issuer to obtain said FAA funds, provided that in no event shall such changes materially impair the rights of Company hereunder or materially increase its obligations.

ARTICLE XVII

17.1 Damage and Destruction.

(a) If the Project is damaged or destroyed, in whole or in part, by fire or other casualty, the Company shall promptly notify the Issuer and the Trustee so long as any Bonds remain Outstanding in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Company shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Company shall forthwith proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, if any Bonds remain Outstanding, any Net Proceeds of casualty insurance required by this Lease attributable to damage or loss to the Project shall be paid to the Trustee and shall be deposited in the Project Replacement Fund and shall be used and applied for the purpose of paying the cost of rebuilding, repairing, restoring or replacing such damage or loss. Any amount remaining in the Project Replacement Fund after such rebuilding, repairing, restoring or replacing shall be deposited into the Principal and Interest Payment Account.

(c) If the Company shall determine that rebuilding, repairing, restoring or replacing the Project is not practicable and desirable, and if any Bonds remaining Outstanding, any Net Proceeds of casualty insurance required by this Lease and attributable to any such damage or loss to the Project shall be paid into the Principal and Interest Payment Account. The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed, or is being repaired, rebuilt, restored or replaced or by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement or any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

17.2 Condemnation.

(a) If title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceeding granting condemnation, notify the Issuer and the Trustee so long as any Bonds remain Outstanding in writing as to the nature and extent of such condemnation and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company shall determine that such substitution is practicable and desirable, the Company shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute improvements. In such case, if any Bonds remain Outstanding, any Net Proceeds received from any award or awards attributable to the Project made in such

condemnation or eminent domain proceeding shall be paid to the Trustee and shall be deposited in the Project Replacement Fund and shall be used and applied for the purpose of paying the cost of such substitution. Any amount remaining in the Project Replacement Fund after such acquisition or construction shall be deposited into the Principal and Interest Payment Account.

(c) If the Company shall determine that it is not practicable and desirable to acquire or construct substitute improvements, and if any Bonds remain Outstanding, any Net Proceeds of condemnation awards received by the Company and attributable to the Project shall be paid into the Principal and Interest Payment Account. The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition or by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement or any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations hereunder except as expressly provided in this Section.

(e) The Issuer shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof. In no event will the Issuer voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the written consent of the Company.

17.3 Waiver of Subrogation Rights. Except as provided in Section 17.1 and Section 17.2 with respect to damage, destruction or condemnation of the Project at such time as any Bonds remain Outstanding, Issuer hereby waives any and all rights of recovery against Company or any subsidiary or affiliate thereof, or its sublessees, for or arising out of damage or destruction of the building, or the demised premises, or any other property of Issuer, from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of Company, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

Except as provided in Section 17.1 and Section 17.2 with respect to damage, destruction or condemnation of the Project at such time as any Bonds remain Outstanding, Company hereby waives any and all rights of recovery against Issuer for or arising out of damage to or destruction of any property of Company 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 Issuer, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

ARTICLE XVIII

18.1 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Issuer may take any one or more of the following remedial actions:

(a) By written notice to the Company upon acceleration of maturity of the Bonds as provided in the Indenture, the Trustee may declare the aggregate amount of all unpaid Basic Rent or Additional Rent then or thereafter required to be paid under this Lease by the Company to be immediately due and payable as liquidated damages from the Company, whereupon the same shall become immediately due and payable from the Company.

(b) Give Company and the Subtenant written notice of intention to terminate this Lease and the Sublease on a date specified therein, which date shall not be earlier than thirty (30) days after such notice is given and, if all defaults have not then been cured on the date so specified, Company's and Subtenant's rights to possession of the Project (as well as payments of Additional Rent) shall cease, and this Lease and the Sublease shall thereupon be terminated, and Issuer may re-enter and take possession of the Project as of Issuer's former estate; or

(c) Without terminating this Lease, re-enter the Project or take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law, and having elected to re-enter or take possession of the Project without terminating this Lease or the Sublease, Issuer shall use reasonable diligence to relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as Issuer may deem advisable, with the right to make alterations and repairs to the Project, and no such re-entry or taking of possession of the Project by Issuer shall be construed as an election on Issuer's part to terminate this Lease or the Sublease, and no such re-entry or taking of possession by Issuer shall relieve Company or the Subtenant of their obligations to pay Basic Rent, Additional Rent or Ground Rent (at the time or times provided herein or in the Ground Lease), or of any of its other obligations under this Lease or the Sublease, all of which shall survive such re-entry or taking of possession, and Company and the Subtenant shall continue to pay the Basic Rent, Ground Rent and Additional Rent provided for in this Lease, the Sublease and the Ground Lease until the end of the term and whether or not the Project shall have been relet, less the net proceeds, if any, of any reletting of the Project after deducting all of Issuer's expenses in or in connection with such reletting, including without limitation, all repossession costs, brokerage commissions, legal expenses, expenses of employees, alteration costs and expenses of preparation for reletting.

If any Bonds remain Outstanding, net proceeds of any such reletting attributable to the Project shall be deposited in the Principal and Interest Payment Account. Having elected to re-enter or take possession of the Project pursuant to subsection (c) hereunder, Issuer may (subject, however, to any restrictions against termination of this Lease in the Indenture), by notice to Company given at any time thereafter while Company is in default in the payment of Basic Rent, Ground Rent or Additional Rent or in the performance of any other obligation under this Lease, elect to terminate this Lease in accordance with subsection (b) hereunder. If, in accordance with any of the foregoing provisions of this Article, Issuer shall have the right to elect to re-enter and take possession of the Project, Issuer may enter and expel Company and those claiming through or under Company and

remove the property and effects of both or either (forcibly if necessary) without being guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenant.

18.2. Survival of Obligations. Company covenants and agrees with Issuer and the Bondowners that until the Bonds and the interest thereon and redemption premium, if any, are paid in full or provision made for the payment thereof, its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that Company shall continue to pay Basic Rent and Additional Rent and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease.

18.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Indenture. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than as required by this Article.

ARTICLE XIX

19.1 Performance of Company's Obligations by Issuer. If Company shall fail to keep or perform any of its obligations as provided in this Lease, then Issuer may (but shall not be obligated to do so) upon the continuance of such failure on Company's part for ninety (90) days after notice of such failure is given Company by Issuer or the Trustee and without waiving or releasing Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all sums so paid by Issuer and all necessary or incidental costs and expenses incurred by Issuer in performing such obligations shall be deemed Additional Rent and shall be paid to Issuer on demand, and if not so paid by Company within ten (10) days of demand, Issuer shall have the same rights and remedies provided for in Article XVIII in the case of default by Company in the payment of Basic Rent.

ARTICLE XX

20.1 Termination by Company. The Company, in addition to any other rights of cancellation herein given to Company, or any other rights to which the Company may be entitled by law or otherwise, may cancel this Lease by giving Issuer sixty (60) days' advance written notice in the event of default by Issuer under this Lease continuing for more than sixty (60) days after the Issuer's receipt of written notice of such default from the Company, upon or after the happening of any one of the following events:

(a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport or any major part thereof for airport purposes and the remaining in full force of such permanent injunction for a period of at least ninety (90) days.

(b) Inability of the Company to use, for a period in excess of ninety (90) days, the Airport or any part of the facility because of any law, order, rule, regulation or other action or nonaction of the FAA or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.

(c) Default by the Issuer in the performance of any covenant or agreement herein required to be performed by the Issuer and failure of the Issuer to remedy such default for a period of sixty (60) days after receipt from the Company of a written notice to remedy the same; provided, however, no notice of cancellation as above provided shall be of any force or effect if the Issuer shall have remedied the default prior to receipt of the Company's notice of cancellation.

(d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the Airport and the Project, or of any substantial part or parts thereof in such a manner as to substantially restrict the Company for a period of ninety (90) days from operating on and within the Project.

(e) In the event of total destruction of the building or the demised premises.

(f) When the Company's or Subtenant's customers or potential customers shall have been prevented from using the Airport by military or any other source or activity beyond the Issuer's, the Company's or the Subtenant's control.

No waiver of default by the Company of any of the terms, covenants and conditions hereof to be performed, kept and observed by Issuer, shall be construed to be or act as a waiver by the Company of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Issuer.

Subject to the provisions of Section 18.2 hereof, upon cancellation of this Lease by the Company, upon or after the happening of any of the events enumerated in this Article, it shall be relieved of any and all obligations under this Lease, excepting those which had accrued prior to such cancellation; provided, however, that no Bonds shall remain Outstanding upon such cancellation.

ARTICLE XXI

21.1 Basic Rent Payments and Additional Rent. The parties hereto agree (a) that the payments of Basic Rent are designed to provide Issuer and the Trustee with funds adequate in amount to pay all principal of and interest on the Bonds as the same become due and payable and to pay and discharge all of the other duties and requirements set forth in Section 3.1 hereof, and (b) that to the extent that the payments of Basic Rent are not sufficient to provide Issuer and the Trustee with funds sufficient for the purposes aforesaid, Company shall be obligated to pay, and it does hereby covenant and agree to pay as Additional Rent, upon demand therefor, such further sums of money, in cash, as may from time to time be required for such purposes.

21.2 Funds Held by Trustee After Payment of Bonds. If, after the principal of and interest on the Bonds and all costs incident to the payment of Bonds have been paid in full, the Trustee holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this Lease and the Indenture and after payment therefrom to Issuer of any sums of money then due and owing by Company under the terms of this Lease, be the absolute property of and be paid over forthwith to Company.

ARTICLE XXII

22.1 Rights and Remedies. The rights and remedies reserved by Issuer and Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Issuer and Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

22.2 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

22.3 Parties Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that Issuer or Company shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, Issuer and Company shall not unreasonably or arbitrarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules.

ARTICLE XXIII

23.1 Quiet Enjoyment and Possession. Issuer covenants that, except as otherwise provided herein, and so long as Company shall not be in default under this Lease, Company shall and may peaceably and quietly occupy and enjoy the Project.

23.2 Option to Extend Term.

(a) Company shall have and is hereby given the right and option, to extend the term of this Lease for one or two Additional Terms; provided that (i) Company shall give Issuer written notice of its intention to exercise each such option at least six months prior to the expiration of the Basic Term or previous Additional Term, as applicable, and (ii) Company is not in default hereunder or under the Ground Lease in the payment of Basic Rent, Ground Rent or Additional Rent the time it gives Issuer such notice or at the time the Additional Term commences. Subject to the provisions of Section 18.2 hereof, in the event that Company fails to give required notice to Issuer, this Lease shall automatically terminate at the end of the previous term of this Lease.

(b) In the event Company exercises the option for the aforesaid Additional Term, subject to the provisions for the adjustment in Basic Rent as set forth below, all terms, covenants, conditions and provisions set forth in this Lease shall be in full force and effect and binding upon Issuer and Company during such Additional Term.

(c) Company and Issuer covenant and agree that the monthly rent for the Project under this Lease during any Additional Term shall be an amount equal to the mutually agreed fair market value for lease of the buildings and improvements. Company and Issuer covenant and agree that there will be no monthly Basic Rent during the Additional Term provided that all of the Bonds shall have been paid according to their terms and there are no longer any Bonds Outstanding.

ARTICLE XXIV

24.1 Investment Tax Credit; Depreciation. Company shall be entitled to claim the full benefit of (l) any investment credit against federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax laws now or from time to time hereafter in effect, and (2) any deduction for depreciation with respect to the Project from federal or state income taxes. Issuer agrees that it will upon Company's request execute all such elections, returns or other documents which may be reasonably necessary or required to more fully assure the availability of such benefits to Company.

ARTICLE XXV

25.1 Amendments. This Lease may be amended, changed or modified in the following manner:

(a) With respect to any amendment, change or modification which will materially adversely affect the security or rights of the Bondowners, by an agreement in writing executed by Issuer and Company and consented to in writing by the holders of sixty-six and two-thirds percent (66-2/3%) of the aggregate principal amount of the Bonds then Outstanding;

(b) With respect to any amendment, change or modification which reduces the Basic Rent or Additional Rent, or any amendment which reduces the percentage of Bondowners whose consent is required for any such amendment, change or modification, by an agreement in writing executed by Issuer and Company and consented to in writing by the holders of one hundred percent (l00%) of the aggregate principal amount of the Bonds then outstanding; and

(c) With respect to all other amendments, changes, or modifications, by an agreement in writing executed by Issuer and Company.

So long as any Bonds remain Outstanding, at least thirty (30) days prior to the execution of any agreement pursuant to (c) above, Issuer and Company shall furnish the Trustee and the Original Purchaser of the Bonds with a copy of the amendment, change or modification proposed to be made.

25.2 Granting of Easements. Company shall not, without the prior written approval of the Authorized Issuer Representative (i) grant easements, licenses and other rights or privileges in the nature of easements with respect to any property included in the Premises, or (ii) release existing easements, licenses, rights-of-way and other rights or privileges, and Company 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 Company 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 Authorized Issuer Representative requesting execution and delivery of such instrument, provided that, such grant or release is not detrimental to the proper conduct of the business of Company, and such grant or release will not impair the effective use or interfere with the efficient and economical operation of the Project. Any payments or other consideration received by Issuer for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of Issuer.

ARTICLE XXVI

26.1 Security Interests. Issuer and Company agree to enter into all instruments (including financing statements and statements of continuation) requested by the Trustee as necessary for perfection of and continuance of the perfection of the security interest of Issuer in the stream of payments only. The Trustee shall file or cause to be filed all such instruments required to be so filed and shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding.

26.2 Construction and Enforcement. This Lease shall be construed and enforced in accordance with the laws of the State of Kansas. Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

26.3 Invalidity of Provisions of Lease. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

26.4 Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

26.5 Section Headings. The section headings shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof. The reference to section numbers herein or in the Bond Ordinance shall be deemed to refer to the numbers preceding each section.

26.6 Equal Employment Opportunity. The Company agrees that it will not discriminate or permit discrimination against any person on the basis or race, color, national origin or ancestry, religion, sex, age, physical handicap or marital status in its operations or services, and its use or occupancy of the Premises under this Lease. The Company agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1968; the Kansas Act Against

Discrimination, K.S.A. 44-1001, *et seq.*; the Code of the City of Wichita Section 2.12.900, *et seq.*; and laws, regulations or amendments as may be promulgated thereunder, including specifically any ordinance of the City of Wichita, Kansas presently existing or to be hereinafter enacted, which provides for Equal Employment Opportunity and Nondiscrimination for all persons.

26.7 Notices. All notices required or desired to be given hereunder shall be in writing and shall be delivered in person to the Notice Representative or mailed by registered or certified mail to the Notice Address. All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed.

26.8 Execution of Counterparts. This Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

26.9 Conflicts. In the event of a conflict between the terms and provisions of this Lease and the terms and provisions of the Ground Lease, the terms and provisions of the Ground Lease shall control; provided, however, that nothing in the Ground Lease shall be construed to reduce or alter the amounts and payment dates of Basic Rent and Additional Rent due under this Lease.

[remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have executed these presents and caused the same to be dated as of the day and year first above written.

THE WICHITA AIRPORT AUTHORITY
OF THE CITY OF WICHITA, KANSAS

By:_____
Carlos Mayans, Mayor of the City of Wichita, Kansas

[SEAL]

ATTEST:

_____
Karen Sublett, Airport Clerk

"ISSUER"

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

BE IT REMEMBERED that on this ___ day of _____, 2005, before me, a notary public in and for said county and state, came Carlos Mayans, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and Karen Sublett, Airport Clerk of The Wichita Airport Authority of the City of Wichita, Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said Authority, and such persons duly acknowledged the execution of the same to be the act and deed of said Authority.

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

_____
[SEAL] Notary Public

My Appointment Expires: _____

IN WITNESS WHEREOF, the parties hereto have executed these presents and caused the same to be dated as of the day and year first above written.

THE WICHITA AIRPORT AUTHORITY
OF THE CITY OF WICHITA, KANSAS

By: _____
Carlos Mayans, Mayor of the City of Wichita, Kansas

[SEAL]

ATTEST:

Karen Sublett, Airport Clerk

"ISSUER"

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 16th day of February, 2005, before me, a notary public in and for said county and state, came Carlos Mayans, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and Karen Sublett, Airport Clerk of The Wichita Airport Authority of the City of Wichita, Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said Authority, and such persons duly acknowledged the execution of the same to be the act and deed of said Authority.

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

[SEAL]

Notary Public

My Appointment Expires: 9-18-06

167802610N03
Lease

CESSNA AIRCRAFT COMPANY

[SEAL]

By: Steven D. Morrissey
Steven D. Morrissey, Vice President,
Controller and Assistant Treasurer

ATTEST:

T. W. Wakefield
T. W. Wakefield, Vice President,
General Counsel and Secretary

"COMPANY"

ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 16th day of February, 2005, before me, a notary public in and for said County and State, came Steven D. Morrissey, Vice President, Controller and Assistant Treasurer and T. W. Wakefield, Vice President, General Counsel and Secretary of Cessna Aircraft Company, a Kansas corporation, on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

KAREN NESTELROAD
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 4-4-2006

Karen Nestelroad
Notary Public in and for said County and State

My Appointment Expires: April 4, 2006

APPENDIX A

Form of Certificate for Payment of Project Costs
For Buildings and Improvements

THE WICHITA AIRPORT AUTHORITY OF THE
CITY OF WICHITA, KANSAS
Project Fund
(Cessna Aircraft Company)
Payment Order No. ___

The Bank of New York Trust Company, N.A.
St. Louis, Missouri

Dear Sir:

You are hereby authorized and directed by the undersigned, the Authorized Company Representative, acting on behalf of Cessna Aircraft Company (the "Company") to disburse funds held by you as Trustee in the above mentioned Project Fund for the purposes and in the amounts set forth in the payment schedule below.

I hereby certify that the amounts requested in the attached payment schedule have either been advanced by the Company or are justly due to contractors, subcontractors, suppliers, vendors, materialmen, engineers, architects or other persons named in the payment schedule below who have performed necessary and appropriate work or have furnished necessary and appropriate materials in the construction or acquisition of land, buildings and improvements constituting a part of the Project. I further certify that the fair value of such work or materials is not exceeded by the amount requested, and such cost is one which can be capitalized for federal income tax purposes.

I further certify that, except for the amounts set forth in the payment schedule below, there are no outstanding indebtedness which are now due and payable for labor, wages, materials, supplies or services in connection with the construction of said buildings and improvements which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Project or any part thereof.

I further certify that no part of the amounts set forth in the payment schedule below have been the basis for any previous withdrawal of any moneys from the said Project Fund.

I further certify that each of the representations and covenants on the part of the Company contained in the Lease dated February 1, 2005 by and between The Wichita Airport Authority of the City of Wichita, Kansas, as Issuer and the Company were, on the date of said Lease, and on the date hereof, true and correct in all respects and are being complied with in every respect.

I further certify that the amounts set forth in the payment schedule below constitute Project Costs, as said term is defined in the Lease, ad that all insurance policies which are required to be in force as a condition precedent to disbursement of funds from the Project Fund pursuant to the provisions of the Lease are in full force and effect.

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete.

EXECUTED this ___ day of _____, 20__.

_____
Authorized Company Representative

167802610N03
Lease

PAYMENT SCHEDULE

Payee Name Payee Address	Purpose or Nature	Amount of Payment

Initials

167802610N03
Lease

SCHEDULE I

SCHEDULE I TO THE INDENTURE OF TRUST OF THE WICHITA AIRPORT AUTHORITY OF THE CITY OF WICHITA, KANSAS, AND THE BANK OF NEW YORK TRUST COMPANY, N.A., AS TRUSTEE DATED FEBRUARY 1, 2005, AND TO THE LEASE DATED FEBRUARY 1, 2005, BY AND BETWEEN SAID AUTHORITY AND CESSNA AIRCRAFT COMPANY

PROPERTY SUBJECT TO LEASE

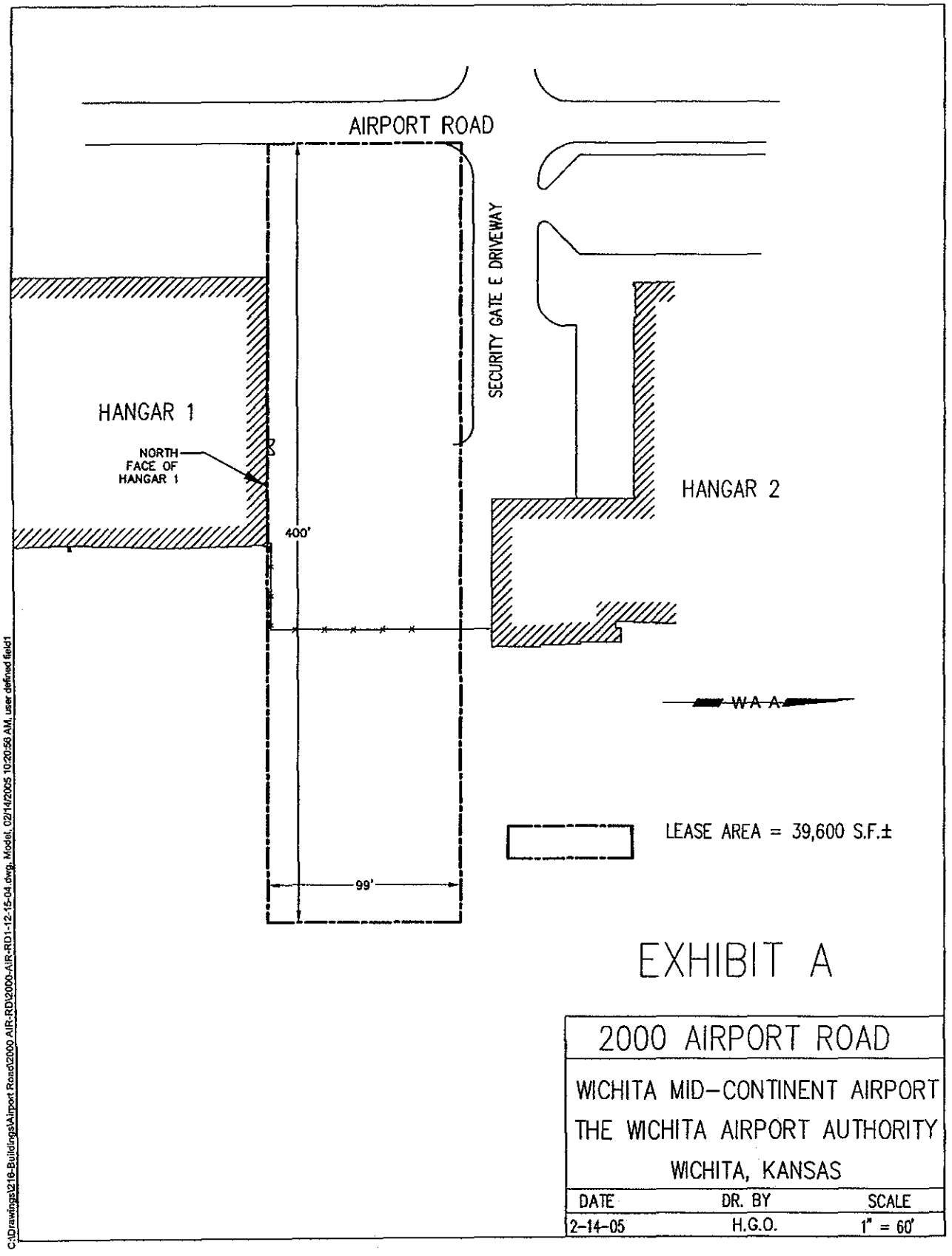
(A) The following described facilities located on the real property described below in paragraph (B) constitute the Project described in said Lease and Indenture:

A 15,500 square foot hangar.

(B) The Project is located on the following described real property at Wichita Mid-Continent Airport (the "Premises"):

A 39,600 parcel of land located at 2000 Airport Road as shown on Exhibit A hereto.

EXHIBIT A TO SCHEDULE I



LEASE

BY AND BETWEEN

THE WICHITA AIRPORT AUTHORITY OF
THE CITY OF WICHITA, KANSAS

AND

CESSNA AIRCRAFT COMPANY

DATED AS OF MARCH 1, 2001

LEASE

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LEASE

THIS LEASE, dated as of the 1st day of March, 2001, by and between THE WICHITA AIRPORT AUTHORITY OF THE CITY OF WICHITA, KANSAS, of Sedgwick County, Kansas (the "Issuer"), and CESSNA AIRCRAFT COMPANY, a Kansas corporation (the "Company").

WITNESSETH:

WHEREAS, Issuer is a governmental or quasi-governmental entity duly organized and existing under the laws of the State of Kansas, believing itself to have full lawful power and authority to enter into this Lease; and

WHEREAS, Issuer in furtherance of the purposes and pursuant to the provisions of the laws of the State of Kansas, including K.S.A. 3-153 *et seq.*, as amended (the "Act"), intends to:

(a) Pay the costs of constructing, to the extent hereinafter described, but solely from the proceeds of the sale of the Bonds hereinafter described, the Project (hereinafter described);

(b) Lease the Premises (hereinafter described), including the Project, to Company for the rentals and upon the terms and conditions hereinafter set forth; and

(c) Issue, for the purpose of paying the foregoing costs, the Series A, 2001 Bonds under and pursuant to and subject to the provisions of the Act and Indenture (hereinafter defined), said Indenture being incorporated herein by reference and authorized by resolution of the governing body of the Issuer; and

WHEREAS, Company, consistent with the foregoing intent of Issuer, desires to lease the Premises from Issuer for the rentals and upon the terms and conditions hereinafter set forth; and

WHEREAS, the parties hereto acknowledge that the Premises will be subleased to Yingling Aircraft, Inc., a Kansas corporation ("Yingling Aircraft").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Issuer and Company do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. In addition to the words, terms and phrases elsewhere defined in this Lease, the following words, terms and phrases as used herein shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Act" means K.S.A. 3-153, et seq., as amended.

"Additional Bonds" means any Bonds issued pursuant to the provisions of Section 209 of the Indenture.

"Additional Rent" means all fees, charges and expenses of the Trustee, all Impositions, all amounts required under Article XXI hereof, all other payments (not including Basic Rent or Ground Rent) of whatever nature which Company has agreed to pay or assume under the provisions of this Lease and all expenses (including reasonable attorney's fees) incurred by Issuer in connection with the enforcement of any rights under this Lease or the Indenture.

"Additional Term" shall mean each term commencing on the last day of the Basic Term or the previous Additional Term and terminating five (5) years thereafter.

"Airport" means Wichita Mid-Continent Airport.

"Authorized Company Representative" means such person at the time designated to act on behalf of Company as evidenced by written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of Company by its President or any Vice President. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Company Representative.

"Authorized Issuer Representative" means the Mayor of the City of Wichita, Kansas, or such other person at the time designated to act on behalf of the Issuer as evidenced by written certificate furnished to the Company (and to the Trustee for any period during which any of the Bonds remain Outstanding) containing the specimen signature of such person and filed on behalf of the Issuer by the Mayor and City Clerk of the City of Wichita, Kansas.

"Bankruptcy Code" means Title 11 of the United States Code.

"Basic Rent" means the amount which, when added to Basic Rent Credits, shall be in the aggregate sufficient to pay on any Payment Date all principal of, redemption premium, if any, and interest on the Bonds which is due and payable on such Payment Date.

"Basic Rent Credits" means all funds on deposit in the Principal and Interest Payment Account and available for the payment of principal of, redemption premium, if any, and interest on the Bonds on any Payment Date therefor.

"Basic Rent Payment Date" means June 15, 2001 and each December 15 and June 15 thereafter until the principal of, redemption premium, if any, and interest on the Bonds have been fully paid or provision made for their payment in accordance with the provisions of the Indenture.

"Basic Term" means that term commencing as of March 1, 2001 and ending on February 28, 2021, subject to prior termination as specified in this Lease, but to continue thereafter until all of the principal of, redemption premium, if any, and interest on the Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Indenture.

"Bonds" means the Series A, 2001 Bonds and any Additional Bonds.

"Bond Counsel" means an attorney or firm of attorneys acceptable to the Issuer, the Trustee and the Company.

"Bondowner" means the registered owner of any fully registered Bond.

"Business Day" means a day which is not a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the legislature of the State of Kansas.

"Certificate of Completion" means a written certificate signed by the Authorized Company Representative stating that (1) the Project has been completed in accordance with the plans and specifications prepared or approved by Issuer or Company, as the case may be; (2) the Project has been completed in a good and workmanlike manner; (3) no mechanic's or materialmen's liens have been filed, nor is there any basis for the filing of such liens, with respect to the Project; (4) all improvements constituting a part of the Project are located or installed upon the Premises; and (5) if required by resolutions duly adopted by Issuer or by applicable building codes; that an appropriate certificate of occupancy has been issued with respect to the Project.

"Change of Circumstances" means the occurrence of any of the following events:

(1) title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain;

(2) the Project is damaged or destroyed, in whole or in part, by fire, theft or other casualty; or

(3) as a result of changes in the Constitution of the State or of legislative or administrative action by the State or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, including, without limitation, action

which adversely affects the availability of an ad valorem tax exemption respecting the Project, this Lease shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way, by reason of such changes or circumstances, unreasonable burdens or excessive liabilities are imposed upon Company.

"Company" means Cessna Aircraft Company, a Kansas corporation, and its successors or assigns.

"Completion Date" means the date of completion of the acquisition, purchase, construction and installation of the Project established as such pursuant to Section 5.7 of the Lease.

"City" means the City of Wichita, Kansas.

"Costs of Issuance" means any and all expenses of whatever nature incurred in connection with the issuance and sale of the Bonds, including but not limited to bond and other printing expenses, and legal fees and expenses of counsel.

"Default" means any event or condition the occurrence of which, with the lapse of time or the giving of notice or both, constitutes an Event of Default.

"Event of Bankruptcy" means an event whereby the Company shall: (i) admit in writing its inability to pay its debts as they become due; or (ii) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief; or (iii) make an assignment for the benefit of creditors; or (iv) consent to the appointment of a trustee or receiver for all or a major portion of its property; or (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) suffer the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order, if the Company has not consented thereto, shall not be vacated, denied, set aside or stayed within 60 days after the day of entry; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

"Event of Default" means any one of the following events:

(a) Failure to make any payment of Basic Rent at the time and in the amounts required hereunder and the continuance thereof for more than (i) five (5) business days after notice of such failure is given to the Company by the Trustee in the case of Basic Rent due with respect to interest on the Bonds, or (ii) five (5) business days after notice of such failure is

given to the Company by the Trustee in the case of Basic Rent due with respect to premium, if any, or principal of the Bonds; or

(b) Failure of Company to make any payment of Ground Rent at the time and in the amount required hereunder and the same is not remedied within sixty (60) days after the Issuer has given written notice specifying such failure; or

(c) Failure to make any payment of Additional Rent at the times and in the amounts required hereunder, or failure to observe or perform any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and the same is not remedied within sixty (60) days after the Issuer or the Trustee has given the Company written notice specifying such failure (or such longer period as shall be reasonably required to cure such default; provided that (i) Company has commenced such cure within said 60-day period, and (ii) Company diligently prosecutes such cure to completion); or

(d) An Event of Bankruptcy; or

(e) Company abandons the Premises; or

(f) Failure of the Company to comply with any lawful requirement, rule or regulation imposed on the Company or the Premises by the FAA or reasonably imposed by any other duly authorized governmental or quasi-governmental entity by reason of either (i) the Company's business operations generally, or (ii) the Company's operation of the Premises specifically.

"FAA" means the Federal Aviation Administration of the United States.

"Ground Rent" means the rent attributable to the lease of the Premises, including certain pre-existing improvements, in the amounts and as more specifically set forth in Schedule II hereof.

"Ground Rent Payment Date" means the first day of each month commencing January 1, 2001, and ending with the first day of the last month covered by the periods set forth specifically in Schedule II hereof.

"Hazardous Substances" means and includes those elements or compounds which are contained in the list of hazardous substances adopted by the EPA or the list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, or applicable state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect

"Holder" shall have the same meaning as Bondowner.

"Impositions" means all taxes and assessments, general and special, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or payable for or in respect of the Project or any part thereof, or any improvements at any time thereon or Company's interest therein, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would encumber Issuer's title to the Project.

"Indenture" means the Trust Indenture dated as of March 1, 2001 by and between Issuer and Trustee authorizing and securing the Series A, 2001 Bonds, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of Article XI thereof.

"Interest Payment Date" means June 15 and December 15 in each year, commencing as of June 15, 2001 and terminating when the principal of and redemption premium, if any, and interest on the Bonds have been fully paid.

"Issuer" means The Wichita Airport Authority of the City of Wichita, Kansas.

"Lease" means this Lease by and between the Issuer and the Company, as from time to time supplemented and amended in accordance with the provisions hereof and of the Indenture.

"Net Proceeds" means, when used with respect to any insurance or condemnation award with respect to the Project, the proceeds from the insurance or condemnation award remaining after the payment of all expenses (including attorneys' fees and any extraordinary expenses of the Trustee) incurred in the collection of such proceeds.

The term "Notice Address" shall mean:

(1) With respect to the Company:

Cessna Aircraft Company
5800 East Pawnee
Wichita, Kansas 67218
Attn: General Counsel

(2) With respect to the Yingling Aircraft

Yingling Aircraft, Inc.
2010 Airport Road
Wichita, Kansas 67209
Attn: President

(3) With respect to the Issuer:

The Wichita Airport Authority of
the City of Wichita, Kansas
P.O. Box 9130
Wichita, Kansas 67277-0130
Attn: Clerk

(4) With respect to the Trustee:

INTRUST Bank, N.A.
P.O. Box One
105 N. Main
Wichita, Kansas 67202
Attn: Corporate Trust Department

"Notice Representative" means:

(1) With respect to the Company, the General Counsel thereof.

(2) With respect to the Yingling Aircraft, any executive officer thereof.

(3) With respect to the Issuer, its duly elected or appointed Clerk.

(4) With respect to the Trustee, any trust officer thereof.

"Original Proceeds" means all proceeds, including accrued interest, derived from the sale of the Bonds to the Original Purchaser.

"Original Purchaser" means Cessna Aircraft Company.

"Outstanding" shall mean, as of a particular date, Bonds theretofore issued, authenticated and delivered, except:

(a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation pursuant to the Indenture;

(b) Bonds for the payment or redemption of which moneys or investments have been deposited with the Trustee in accordance with the provisions of the Indenture; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to the Indenture.

"Premises" means the real property and improvements described in Schedule I attached hereto and made a part hereof.

"Principal and Interest Payment Account" means that account authorized and established with the Trustee by the Indenture and designated "The Wichita Airport Authority of the City of Wichita, Kansas Principal and Interest Payment Account for Taxable Airport Special Facilities Revenue Bonds (Yingling Aviation Project)."

"Project" means the building improvements, fixtures, structures, machinery, equipment and other property constituting a portion of the Premises and purchased in whole or in part from the proceeds of the Bonds.

"Project Costs" means those costs incurred in connection with the Project, including:

(a) all costs and expenses incident or necessary to the acquisition of such of the Project as is constructed, installed or in progress at the date of such acquisition;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the construction, furnishing and equipping of the Project or the issuance of the Bonds;

(c) all costs and expenses of constructing, acquiring or installing the remaining portion of the Project;

(d) payment of interest actually incurred on any interim financing obtained from a lender unrelated to the Company for performance of work on the Project prior to the issuance of the Bonds;

(e) the cost of any insurance and performance and payment bonds maintained during the Construction Period in accordance with the Lease;

(f) payment of interest accruing on the Bonds prior to the Completion Date.

(g) Costs of Issuance.

"Project Fund" means the account authorized and established with the Trustee pursuant to the Indenture and designated "The Wichita Airport Authority of the City of Wichita, Kansas, Project Fund (Yingling Aviation Project)."

"Project Replacement Fund" means that fund authorized and established with the Trustee by the Indenture and designated "The Wichita Airport Authority of the City of Wichita, Kansas, Project Replacement Fund (Yingling Aviation Project)."

"Record Date" means December 1 and June 1 in each year.

"Series A, 2001 Bonds" means The Wichita Airport Authority of the City of Wichita, Kansas, Taxable Airport Special Facilities Revenue Bonds, Series A, 2001 (Yingling Aviation Project) in the aggregate principal amount of $1,300,000.

"Sublease" means the Yingling Sublease or any other sublease authorized under Article IX hereof by and between the Company and the Subtenant, as such Sublease may from time to time be amended and supplemented in accordance with the provisions thereof.

"Subtenant" means Yingling Aircraft or any other fixed-base operator subleasing the Premises from the Company.

"Term" means the Basic Term and any Additional Term.

"Trustee" means INTRUST Bank, N.A., in its capacity as trustee, bond registrar, paying agent and insurance trustee and its successor or successors and any other corporation or association which at the time may be substituted in its place pursuant to and at the time serving as Trustee under the Indenture.

"Yingling Aircraft" means Yingling Aircraft, Inc., a Kansas corporation.

"Yingling Sublease" means that certain Sublease Agreement dated as of the date of this Indenture between the Company and Yingling Aircraft, as from time to time amended and supplemented in accordance with the provisions thereof.

1.2 Representations and Covenants by Company. Company makes the following covenants and representations as the basis for the undertakings on its part herein contained.

(a) Due Organization and Authority of Company. Company represents that it is a corporation duly organized and existing under the laws of the State of Kansas, with lawful power and authority to enter into this Lease, acting by and through its duly authorized officers.

(b) Maintenance of Existence by Company. Company shall maintain and preserve its existence and organization as a corporation and its authority to do business in the State of Kansas and to operate the Premises.

(c) No Conflicts. Company represents that neither the execution and delivery of this Lease, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or

compliance with the terms and conditions of this Lease contravenes the Certificate of Incorporation or bylaws of the Company, or conflicts with or results in a breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which the Company is a party or by which it is bound, or to which it or any of its properties is subject, or constitutes a default (disregarding any required notice or the passage of any period of time) under any of the foregoing, or results in creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Company under the terms of any mortgage, debt, agreement, indenture or instrument, or violates any existing law, administrative regulation or court order or consent decree to which the Company is subject. This Lease constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its terms.

1.3 Representations and Covenants by Issuer. Issuer makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) In the opinion of its attorney, Issuer is a governmental or quasi-governmental entity existing under the Constitution and laws of the State of Kansas. Under the provisions of the Act, Issuer, to the best of its knowledge and belief, has the power to enter into the transactions contemplated by this Lease and the Indenture and to carry out its obligations hereunder and thereunder.

(b) Issuer has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against the Project, except for this Lease and the pledge of the net revenues from the Project pursuant to the Indenture.

(c) Issuer will not during the Basic Term or the Additional Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against the Project, except as required by law or otherwise contemplated by this Lease.

(d) To the best of its knowledge and belief, Issuer has authorized the execution and delivery of this Lease and the Indenture and the issuance, execution and delivery of the Series A, 2001 Bonds.

ARTICLE II

2.1 Granting of Leasehold. Issuer by these presents hereby rents, leases and lets unto Company and Company hereby rents, leases and hires from Issuer, for the rentals and upon and subject to the terms and conditions hereinafter set forth, the Premises, including the Project, for the Basic Term.

2.2 Use of Premises It is understood and agreed that the Premises shall be used by Company throughout the Term of this Lease as a fixed base operation, with specific uses including:

aircraft and engine repair; the sale, rental and storage of aircraft; the sale of aircraft parts, engines and accessories; flight instruction; charters; fuel sales to its customers; manufacturing; and any and all other purposes incidental and related to an airport fixed base operation.

2.3 Issuer's Reservations. The Issuer expressly reserves from the Premises:

(a) Mineral Rights. All gas, oil and mineral rights in and under the soil;

(b) Air Space. A public right of flight through the air space thereabove;

(c) Navigational Aids. The right to install or permit others to install on the Premises navigational aids; and

(d) Utility Right-of-Way. The right to maintain or modify utility lines and to grant utility rights of way to others over, under, through, across or on the part of the Premises located within 25 feet of the outside boundary lines; provided that exercise by Issuer of any such reserved rights will be without expense to Company and will not unreasonably or materially interfere with Company's use of the Premises and will not delay Company in the exercise of its rights or the performance of its duties hereunder or increase the cost to Company of such performance.

2.4 Company's Rights and Privileges. Company shall have the following rights and privileges on the Airport:

(a) The right to install, operate, maintain, repair and store upon the Premises all equipment necessary for the conduct of Company's business.

(b) The right of ingress and egress to and from the Premises, which rights shall extend to Company's and Subtenant's employees, invitees and guests, subject, however, to all reasonable security regulations.

(c) The right in common with others authorized to do so to use the common areas of the Airport, including the runways, taxiways, roadways, floodlights, landing lights, signals, and other conveniences, for the take-off, flight and landing of aircraft of Company and its customers.

2.5. Effect on Other Leases. The Issuer and Company acknowledge that this Lease will supercede, as of the date hereof, the Issuer's previously existing lease arrangements with the Company, specifically that certain FBO Agreement dated as of November 7, 1977, as supplemented and amended, and that certain Lease dated as of August 1, 1975, as supplemented and amended.

2.6 Option to Lease BFGoodrich Facility. The Issuer currently leases to BFGoodrich Company ("BFGoodrich") certain land and improvements located at the street address of 2000 South Airport Road, Wichita, Kansas 67209, pursuant to a certain Lease Agreement dated as of [DATE] (the "BFGoodrich Facility"), (said lease agreement being referenced by the Issuer as File

#MCA 98-1995 and referred to herein as the "BFGoodrich Lease"). If, at any time during the Term of this Lease, the BFGoodrich Lease shall terminate according to its terms and not be extended, the Company shall have and is hereby granted the option to lease the BFGoodrich Facility at a rental price equal to mutually agreed fair market value for lease thereof for its own use and/or the use of any Subtenant in accordance with the following provisions:

(a) At such time as Issuer obtains knowledge that the BFGoodrich Lease will terminate according to its terms, Issuer shall give Company written notice setting forth the date of termination of the BFGoodrich Lease. The Company shall have a period of fifteen (15) Business Days after said notice in which to notify the Issuer in writing that it intends to exercise its option to lease the BFGoodrich Facility.

(b) The Issuer and the Company shall have sixty (60) days after the later of (i) Company's notification of its intent to exercise its option to lease under this Section or (ii) the date of termination of the BFGoodrich Lease in which to negotiate the terms of and execute a lease of the BFGoodrich Facility to the Company.

(c) If the Company fails to give notice of its intent to exercise its option as provided in subsection (a) of this Section or if the Issuer and the Company fail to execute a lease of the BFGoodrich Facility as provided in Subsection (b) of this Section, then the option granted by this Section shall lapse and cease and shall be of no further force and effect, and Issuer shall then be free to lease the BFGoodrich Facility or any portion thereof to a third party upon such terms and conditions as may be agreed upon between the Issuer and said third party.

The Company has this day leased the Premises from Issuer, which Premises are located adjacent to the BFGoodrich Facility, with the understanding that Company would not have agreed to lease the Premises without being granted the option set forth in this Section. Issuer hereby acknowledges and confirms that the lease of the Premises by Company is good and sufficient consideration for the granting of the option set forth in this Section.

ARTICLE III

3.1 Basic Rent. Issuer reserves and Company covenants and agrees to pay to the Trustee hereinafter and in the Indenture designated, for the account of Issuer and during the Basic Term, for deposit in the Principal and Interest Payment Account hereinafter and in the Indenture established, on or before 10:00 a.m. on each Basic Rent Payment Date, Basic Rent in immediately available funds.

3.2 Ground Rent. The Issuer reserves and the Company covenants and agrees to pay the Ground Rent to the Issuer during the Basic Term, for deposit with the Issuer in its own accounts, in advance on each Ground Rent Payment Date, without demand or invoicing. In the event the

Company fails to make payment, then the Issuer shall provide the Company written notice of such default, and if the Ground Rent Payment is not paid within five (5) Business Days of the Company's receipt of Issuer's written notice, then the Issuer may charge Company a monthly service charge equal to the maximum allowable under State statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred by Issuer in attempting to obtain payment. Ground Rent shall be paid directly to the Issuer at The Wichita Airport Authority, 2173 Air Cargo Road, P.O. Box 9130, Wichita, Kansas 67277-0130. Ground Rent shall not be pledged or otherwise applied to the payment of the Bonds.

Company agrees to invest a minimum of $1,358,559 in the Premises (including Project Costs) over the Basic Term of this Lease, such investment to financed by proceeds of the Bonds and other funds of the Company over the Basic Term of this Lease. In consideration of this investment, the Company shall receive a credit against Ground Rent in an amount equal to $67,927.95 per year through December 31, 2020, which sum represents the annual rent for the 50,317 sq. ft. building described on Exhibit A to Schedule I hereto, all as set forth on Schedule II hereto.

3.3 Acquisition of Bonds. In the event Company acquires any outstanding Bonds, it may present the same to Issuer for cancellation, and upon such cancellation, Company's obligation to pay Basic Rent shall be reduced accordingly, but in no event shall Company's obligation to pay Basic Rent be reduced in such a manner that the Trustee shall not have on hand in the Principal and Interest Payment Account funds sufficient to pay the maturing principal of, redemption premium, if any, and interest on the Bonds as and when the same shall become due and payable in accordance with the provisions of the Bond Resolution.

3.4 Additional Rent. Within thirty (30) days after receipt of written notice thereof, Company shall pay Additional Rent.

3.5 Rent Payable Without Abatement or Setoff. Company covenants and agrees with and for the express benefit of Issuer and the Bondowners that all payments of Basic Rent and Additional Rent shall be made by Company as the same become due, and that Company shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project shall have been acquired, started or completed, or whether Issuer's title to the Premises or any part thereof is defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of Company, any Change of Circumstances, any change in the tax or other laws of the United States of America, the State of Kansas, or any political subdivision of either, any change in Issuer's legal organization or status, or any default of Issuer hereunder, and regardless of the invalidity of any action of Issuer or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Lease, and Company hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Lease or which releases or purports to release Company therefrom. Nothing in this Lease shall be construed

as a waiver by Company of any rights or claims Company may have against Issuer under this Lease or otherwise, but any recovery upon such rights and claims shall be had from Issuer separately, it being the intent of this Lease that Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Bondowners.

3.6 Prepayment of Rent. Company may at any time prepay all or any part of the Basic Rent or Ground Rent.

3.7 Deposit of Rent by Trustee. The Trustee shall deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Lease and the Indenture. The Issuer shall deposit all Ground Rent in its own accounts for its own intents and purposes.

ARTICLE IV

4.1 Disposition of Original Proceeds; Project Fund. The Original Proceeds of the Bonds shall be paid over to the Trustee for the account of Issuer. The Trustee shall, first, promptly pay from such Original Proceeds into the Principal and Interest Payment Account the full amount of any accrued interest and premium, if any, received upon such sale. The remainder of such Original Proceeds shall be deposited by the Trustee in the Project Fund to be used and applied as provided in this Lease and the Indenture, except that Costs of Issuance may be paid from the Project Fund without further order or authorization.

ARTICLE V

5.1 Construction of Project. Concurrently with the issuance of the Bonds, the Project as is then completed, installed or in progress shall become the property of the Issuer. Company shall also concurrently with such conveyance make provisions for the discharge of any liens or encumbrances incurred by it in connection with the construction, installation or development of the Project except those required by Issuer.

5.2 Scheduling of Construction. The Company agrees to and shall construct the Project on the Premises subject to the terms and conditions herein set forth. Company shall cause the construction of the Project to be coordinated with time schedules established by the Issuer for other construction at the Airport. Company shall have the right to enter upon the Premises for construction of the Project upon notice from the Director of Airports that the Premises is available.

5.3 Federal Aviation Administration Review. All preliminary plans delivered to the Director of Airports prior to commencement of construction will be submitted to him for review and approval, and for review and approval of the FAA as may be required. The preliminary plans shall show plot plans, buildings and other structures, objects and facility locations and their elevations,

and shall indicate proposed exterior materials and finishes on all structures and objects. It shall be the responsibility of Company to file all necessary alteration and construction forms with the Director of Airports for submission to the FAA for approval, as may be required.

5.4 Landscaping and Screening. Company shall provide and install appropriate landscaping and screening, including lawn, shrubbery, trees, bushes, vines and other plantings and screening on the Premises as a part of the construction of the Project. All proposed landscaping plans and screening designs shall be submitted to the Director of Airports for review and approval. Company further agrees to provide any further landscaping and fencing that may be required, during the term hereof, by the Director of Airports for the purpose of screening from view any area of the Premises.

5.5 Project Contracts. It is recognized by the parties hereto that prior to the execution hereof Company may have entered into certain contracts with respect to the acquisition and/or construction of the Project, and that after the execution hereof, Company will enter into certain future contracts with respect to the acquisition and/or construction of the Project. All of said contracts are hereinafter referred to as the "Project Contracts." Prior to the execution hereof, certain work has been or may have been performed on the Project pursuant to said Project Contracts or otherwise. Company hereby conveys, transfers and assigns to Issuer all of Company's interest in the Project Contracts and Issuer hereby designates Company as Issuer's agent for the purpose of executing and performing the Project Contracts. After the execution hereof, Company shall cause the Project Contracts to be fully performed by the contractor(s) thereunder in accordance with the terms thereof, and Company covenants to cause the Project to be acquired, constructed and/or completed in accordance with the Project Contracts. Company warrants that the construction and/or acquisition of the Project in accordance with said Project Contracts will result in the Project being suitable for use by Company for its purposes. Any and all amounts received by Issuer, Trustee or Company from any of the contractors or other suppliers by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Project Fund.

5.6 Payment of Project Costs. Issuer hereby agrees to pay for Project Costs, but solely to the extent possible from the Project Fund, and hereby authorizes and directs the Trustee to pay for the same, but solely to the extent possible from the Project Fund, from time to time, upon receipt by the Trustee of a certificate signed by the Authorized Company Representative in the form set forth in Appendix A hereto which is incorporated herein by reference, provided, however, that the Trustee shall not be obligated to make any payments hereunder if an Event of Default hereunder has occurred and is continuing.

The sole obligation of Issuer under this paragraph shall be to cause the Trustee, and the Trustee is hereby directed, to make such disbursements upon receipt of such certificates. The Trustee may rely fully on any such directions and shall not be required to make any investigation in connection therewith, except that the Trustee shall investigate requests for reimbursements directly to the Company and shall require such supporting evidence as would be required by a reasonable and prudent trustee.

5.7 Completion of Project. Company warrants that the Project, when completed, will be necessary or useful in its development for use by Company for its purposes. Issuer and Company each covenant and agree to proceed diligently to complete the Project. Upon completion of the Project, Company shall cause the Authorized Company Representative to deliver a Certificate of Completion to the Trustee, and the date of such delivery shall be the Completion Date.

5.8 Deficiency of Project Fund. If the Project Fund shall be insufficient to pay fully all Project Costs and to fully complete the Project, lien free, Company covenants to pay the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials, machinery, equipment, property and services as the same shall become due, and Company shall save Issuer whole and harmless from any obligation to pay such deficiency.

5.9 Surplus in Project Fund. Any amount remaining in the Project Fund after the Certificate of Completion has been delivered to the Trustee, shall be transferred by the Trustee into the Principal and Interest Payment Account and used and applied by Trustee for the purposes and at the times authorized by the Bond Resolution.

5.10 Right of Entry by Issuer. The duly authorized agents of Issuer shall have the right at any reasonable time prior to the completion of the Project to have access to the Premises or any parts thereof for the purpose of inspecting and supervising the acquisition, installation or construction of the Project.

5.11 Inspection of Project. The duly authorized agents of Issuer shall have the right at any reasonable time prior to the completion of the Project to enter upon the Premises for the purpose of inspecting the construction thereof, to determine whether or not the Project is being constructed substantially in accordance with the plans and specifications. If at any time during the progress of such construction, it is determined that the Project is not being constructed substantially in accordance with the plans and specifications, upon receipt of written notice from Issuer, the Company shall make or cause to be made such reasonable alterations as may be required to cause the Project to substantially conform to the plans and specifications.

5.12 Project Property of Issuer. All buildings, improvements and work constituting a part of the Project, all work and materials on the Project as such work progresses, and the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of Issuer.

5.13 Kansas Retailers' Sales Tax.

(a) The parties have entered into this Lease in contemplation that, under the existing provisions of K.S.A. 79-3606(d) and other applicable laws, sales of tangible personal property or

services purchased in connection with construction of the Project are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that Issuer shall, with Company's assistance, attempt to promptly obtain from the State and furnish to the contractors and suppliers an exemption certificate for the construction of the Project. Company covenants that said exemption shall be used only in connection with the purchase of tangible personal property or services becoming a part of the Project.

(b) In the event the exclusion in K.S.A. 79-3606(d) is repealed or held not applicable to this Lease, then in such event the parties acknowledge that any tax imposed by the Kansas Retailers' Sales Tax Act upon the purchase of tangible personal property comprising the Project shall be paid by the Company (or by contractors and suppliers on behalf of the Company) to the retailer at the time of purchase of said tangible personal property or as may otherwise be required by law, it being the intent of this Lease that the Company shall be unconditionally obligated to pay any tax imposed by the Kansas Retailers' Sales Tax Act upon the purchase of tangible personal property comprising the Project as may be required by law.

ARTICLE VI

6.1 Insurance as a Condition to Disbursement. As a condition precedent to disbursement of funds from the Project Fund pursuant to Article V hereunder, the following policies of insurance for the Premises and its operations shall be in full force and effect:

(a) General accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle) under which Issuer, Company, Trustee and the City shall be named as insureds or additional named insured, in an amount not less than $2,000,000 per occurrence with an aggregate coverage of $5,000,000; which policy shall provide that such insurance may not be canceled by the issuer thereof without at least thirty (30) days' advance written notice to Issuer, Company, Trustee and the City, such insurance to be maintained throughout the life of this Lease; and

(b) Workers' Compensation Insurance; and

(c) With regard to buildings and improvements constituting a part of the Project, builder's risk-completed value form insurance insuring the Project against fire, lightning and all other risks covered by the broadest form extended coverage endorsement then and from time to time thereafter in use in the State of Kansas to the full insurable value of the Project. Such policy or policies of insurance shall name Issuer, Company, the Trustee and the City, as insureds, as their respective interests may appear, and all payments received under such policy or policies by Issuer or Company shall be paid over to the Trustee and be deposited in the Project Fund; and

(d) With regard to buildings and improvements constituting a part of the Project, performance and labor and material payment bonds and statutory bonds with respect to the Project Contracts and in the full amount of the Project Contracts, made by the contractors thereunder as the

principals and a surety company or companies qualified to do business in Kansas as surety. Said performance and labor and material payment bonds shall name the Issuer, the Company and the Trustee as obligees. The Company shall cause the statutory bond to be filed with the Clerk of the Sedgwick County District Court and evidence of the filing to be furnished to the Trustee. All payments received by the Issuer, the Company and/or the Trustee under said bonds shall become a part of and be deposited in the Project Fund.

6.2 Insurance During Term of Lease for Premises and its Operations.

(a) Liability Insurance. The Company agrees to maintain, to the extent such coverage is reasonably available, public liability insurance during the Term hereof, equal to or in excess of the following amounts:

Type of Coverage	Limits Per Occurrence	Limits General Aggregate
General Liability	$ 2,000,000	$5,000,000
Products Liability	$ 5,000,000	Aggregate products
Hangarkeeper's	$ 1,000,000	None*
Refueling	$10,000,000	Aggregate Products
Automobile	$10,000,000	Not Applicable

*Limit should reflect per aircraft and occurrence exposures.

In addition, the Company shall maintain a Worker's Compensation and Employer's liability policy for limits of not less than the statutory requirement for Worker's Compensation, and $500,000 Employer's Liability.

Company agrees that in the event of future changes in the law and upon notice by the Issuer, the minimum levels of insurance required by this paragraph may be increased within the bounds of commercial reasonableness to the amount that may be required to provide coverage of the events of this Section 6.2(a).

The Company agrees, prior to the commencement of the Basic Term, to provide Issuer with copies of all policies or certificates evidencing that such insurance is in full force and effect, and stating the terms thereof.

(b) Fire and Extended Coverage. Company, at its expense, throughout the Term of this Lease, shall cause the improvements on the Premises to be insured against loss or damage by fire and extended coverage at least equal to 90% of the full insurable value thereof and furnish Issuer a certificate evidencing such insurance. Subject to the provisions of Article XVII hereof, the proceeds of any payments made under such insurance policy or policies shall be used to rehabilitate or reconstruct the insured facilities.

In lieu of the insuring of the Premises by the Company against the loss or damage by fire and extended coverage, Company shall have the option to request that the Premises be insured under the

Issuer's blanket policy, and the Company agrees to pay the premiums for the cost of insurance on the Premises.

6.3 General Insurance Provisions.

(a) Not less than thirty (30) days prior to the expiration dates of the expiring policies, originals or certificates or acceptable binders of the policies provided for in this Article, each bearing notations evidencing payment of the premiums or other evidence of such payment satisfactory to Issuer, shall be delivered by Company to Issuer and Trustee so long as any Bonds remain Outstanding. All policies of such insurance and all renewals thereof shall name Issuer, Company, the City and the Trustee so long as any Bonds remain Outstanding as insureds as their respective interests may appear, shall contain a provision that such insurance may not be canceled or amended by the issuer thereof without at least thirty (30) days' written notice to Issuer, Company and the Trustee so long as any Bonds remain Outstanding and shall be payable to the Trustee so long as any Bonds are Outstanding. Issuer and Company hereby agree that, so long as any Bonds are Outstanding, each will do anything necessary, be it the endorsement of checks or otherwise, to cause any such payment made with respect to the Project to be made to the Trustee. Any charges made by the Trustee for its services shall be paid by Company.

(b) Each policy of insurance hereinabove referred to shall be issued by a nationally recognized responsible insurance company qualified under the laws of the State of Kansas to assume the risks covered therein.

(c) The initial premium on the policies of insurance herein required shall be paid by Company prior to or concurrently with the issuance of the Bonds, or at such later date as such policies of insurance may be required to be in force under the terms of this Article, and evidence of such payment shall be filed with the Trustee at such time.

(d) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible in an amount approved by the Issuer.

(e) Each policy of insurance required herein may be provided through blanket policies maintained by Company or the Subtenant.

(f) Anything in this Lease to the contrary notwithstanding, Company shall be liable to Issuer pursuant to the provisions of this Lease or otherwise, as to any loss or damage which may have been occasioned by the negligence of Company, the Subtenant, their agents or employees.

ARTICLE VII

7.1 Impositions. Company shall, during the life of this Lease, bear, pay and discharge, before the delinquency thereof, any and all Impositions. In the event any Impositions may be

lawfully paid in installments, Company shall be required to pay only such installments thereof as become due and payable during the life of this Lease as and when the same become due and payable.

7.2 Receipted Statements. Unless Company exercises its right to contest any Impositions in accordance with Section 7.3 hereof, Company shall, within thirty (30) days after the last day for payment, without penalty or interest, of an Imposition which Company is required to bear, pay and discharge pursuant to the terms hereof, deliver to Issuer a photostatic copy of the statement issued therefor duly receipted to show the payment thereof.

7.3 Contest of Impositions. Company shall have the right, in its own or Issuer's name or both, to contest the validity or amount of any Imposition by appropriate legal proceedings instituted at least ten (10) days before the Imposition complained of becomes delinquent if, and provided, Company (i) before instituting any such contest, shall give Issuer written notice of its intention to do so and, if requested in writing by Issuer, shall deposit with the Trustee a bond in favor of Issuer with a surety company acceptable to Issuer as surety, or cash, in a sum of at least the amount of the Imposition so contested, assuring the payment of such contested Impositions together with all interest and penalties to accrue thereon and costs of suit, and (ii) shall diligently prosecute any such contest and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (iii) promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. Company shall hold Issuer whole and harmless from any costs and expenses Issuer may incur related to any such contest.

ARTICLE VIII

8.1 Fire Equipment. Company shall furnish and maintain on the Premises sufficient portable fire extinguishing units as may be required by insurance risks or as designated by Issuer.

8.2 Fire and Police Protection. Issuer agrees to extend to Company the same fire and police protection extended to the other companies on the Airport, provided that Issuer may impose a fair and equitable charge for fire and police protection to all companies on the Airport.

8.3 Parking. Company shall have the right on the Premises and at such other property leased to the Company by the Issuer and at no other location on the Airport to park automobiles, trucks and similar vehicles at the Premises without the payment of any additional fees to the Issuer; provided however, the Company shall comply fully with the rules and regulations of the Issuer concerning the parking and use of vehicles at the Airport generally.

8.4 Signs and Advertising. Company shall not erect or place signs or advertising material on the Premises unless the design and layout of such signs and advertising material, together with the materials and methods of construction of such signs and advertising material, shall have been

approved in writing in advance by the Director of Airports, which approval shall not be unreasonably withheld.

8.5 Utilities. Company shall pay for all utilities furnished through facilities owned by Issuer at the published rate established by Issuer and charged to other companies at the Airport.

ARTICLE IX

9.1 Sublease by Company. Company may not sublease the Premises or any portion thereof, without the written consent of the Issuer, which consent shall not be unreasonably withheld. Any such subletting without such consent shall be void. This subleasing limitation shall not apply to aviation-oriented businesses which are parent or subsidiary companies or corporations of the Company. Issuer hereby consents to the subleasing of the Premises to the Yingling Aircraft pursuant to the terms of the Yingling Sublease. In the event of any such subleasing, including subleasing the Premises to the Yingling Aircraft, Company shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between Issuer or the Trustee and the Subtenant, or any such subtenant, shall relieve Company of any of its duties and obligations hereunder. Any such sublease shall be subject and subordinate to the provisions of the Lease.

9.2 Assignment by Company. Company may not assign its interest in the Premises or any portion thereof, without the written consent of the Issuer, which consent shall not be unreasonably withheld. Any such assigning without such consent shall be void. This assigning limitation shall not apply to aviation-oriented businesses which are parent or subsidiary companies or corporations of the Company. In the event of any such assignment, Company shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between Issuer or the Trustee and any such assignee shall relieve Company of any of its duties and obligations hereunder, except as may be otherwise provided in the following section.

9.3 Release of Company. If, in connection with an assignment by Company of its interests in this Lease, (l) the Issuer and the holders of Ninety percent (90%) in aggregate principal amount of any Outstanding Bonds (including any Additional Bonds) shall file with the Trustee and the Original Purchaser their prior written consent to such assignment, and (2) the proposed assignee shall expressly assume and agree to perform all of the obligations of Company under this Lease; then and in such event Company shall be fully released from all obligations accruing hereunder after the date of such assignment.

9.4 Mergers and Consolidations. Notwithstanding the provisions of Section 9.2, if Company shall assign its interests in this Lease as part of a transaction involving the merger or consolidation of Company with or into, or a sale, lease or other disposition of all or substantially all of the property of Company as an entirety to another person, association, corporation or other entity,

and (l) Issuer shall give its prior written consent to such assignment, (2) the proposed assignee shall expressly assume and agree to perform all of the obligations of Company under this Lease, and (3) Company shall furnish the Issuer and the Trustee so long as any Bond remain Outstanding with evidence in the form of financial statements certified by an independent certified public accountant of recognized standing establishing that the net worth of such proposed assignee immediately following such assignment will be at least equal to the net worth of Company as shown by the last previous such statement of Company; then and in such event Company shall be fully released from all obligations accruing hereunder after the date of such assignment.

9.5 Covenant Against Other Assignments. Company will not assign or in any manner transfer its interests under this Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements herein set forth.

ARTICLE X

10.1 Repairs and Maintenance. Company, at its sole expense, shall keep and maintain the Premises and the fixtures and appurtenances in a clean and sightly condition, free of trash, debris and obstructions and shall remove all snow and ice and mow and trim all natural growth when necessary.

(a) Company shall maintain and keep in repair at its own expense the interior and exterior of the Premises, keeping the same in proper condition, including, but not limited to, replacement of all broken glass, painting, and repair and maintenance of all pipes, wiring, plumbing, motors, fixtures, electrical and mechanical equipment.

(b) Company shall be responsible for all capital replacement, excluding that identified in paragraphs (d), (e) and (f) which follow.

(c) Company shall be responsible for all costs associated with the t-hangars.

(d) Company shall not be responsible to Issuer for structural or design defects nor damages to property or equipment covered by insurance.

(e) Issuer shall be responsible for the maintenance, repair and replacement of the boiler and the heaters and apparatus supported by the boiler. Repair or replacement shall be at the sole determination of the Issuer.

(f) Issuer shall be responsible for the maintenance, repair and replacement of the roof on the existing Hangar No. 1 and the Premises ramp.

(g) Issuer, its agents or employees shall have the right to enter upon the Premises at any and all reasonable times to inspect the condition thereof. In the event Company shall fail to maintain

and keep in repair the Premises and the equipment thereon, Issuer may enter upon and perform the necessary maintenance or repairs at the expense of the Company.

ARTICLE XI

11.1 Alterations. Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, changes and alterations in and to the Premises as Company from time to time may deem necessary or advisable; provided, however, Company shall not make any addition, change or alteration without prior written approval of the Issuer, which approval shall not be unreasonably withheld.

All additions, changes and alterations made by Company pursuant to the authority of this Article shall be in a workmanlike manner and in strict compliance with all laws and resolutions applicable thereto, when commenced, be prosecuted to completion with due diligence, and when completed, shall be deemed a part of the Premises.

ARTICLE XII

12.1 Securing of Permits and Authorizations. Company shall not do or permit others under its control to do any work in or in connection with the Premises or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Premises, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have first been procured and paid for. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease.

12.2 Mechanics' Liens. Company shall not do or suffer anything to be done whereby the Premises, or any part thereof, may be encumbered by any mechanics' or other similar lien and if, whenever and as often as any mechanics' or other similar lien is filed against the Premises, or any part thereof, Company shall discharge the same of record within thirty (30) days after the date of filing. Notice is hereby given that Issuer does not authorize or consent to and shall not be liable for any labor or materials furnished Company or anyone claiming by, through or under Company upon credit, and that no mechanics' or similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of Issuer in and to the Premises, or any part thereof.

12.3 Contest of Liens. Company, notwithstanding the above, shall have the right to contest any such mechanics' or other similar lien if within said thirty (30) day period stated above it (i) notifies Issuer in writing of its intention so to do, and if requested by Issuer, deposits with the Trustee or the Issuer a bond in favor of Issuer with a surety company acceptable to Issuer as surety, or cash, in the amount of the lien claim so contested, indemnifying and protecting Issuer from and against

any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with said asserted lien and the contest thereof, and (ii) diligently prosecutes such contest, at all times effectively staying or preventing any official or judicial sale of the Premises or any part thereof or interest therein, under execution or otherwise, and (iii) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

ARTICLE XIII

13.1 Indemnity. Company shall protect, defend and hold Issuer, the City and the Trustee, and their 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 costs and expert fees), of any nature whatsoever arising out of or incident to this Lease and/or the use or occupancy of the Premises or the acts or omissions of Company's officers, agents, employees, contractors, subcontractors, licensees or invitees on the Premises, regardless of where the injury, death or damage may occur; provided, however, that nothing contained in this Section shall be construed as requiring Company to indemnify Issuer, the Trustee or the City for any claim resulting from any act or omission of Issuer, the Trustee, the City, or their respective agents and employees. The Issuer shall give to Company reasonable notice of any such claims or actions. The Company shall also use counsel reasonably acceptable to Issuer, the City and the Trustee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Lease.

13.2 Environmental Provisions.

(a) The Company hereby covenants that it will not cause or permit any Hazardous Substances to be placed, held, located or disposed of, on, under or at the Premises, other than in the ordinary course of business and in compliance with all applicable laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided to the Issuer hereunder, the Company hereby agrees to indemnify and hold harmless the Issuer, the City and the Trustee 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 Issuer, the City or the Trustee 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 leased premises during any term of this lease of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability,

including strict liability, or standards of conduct concerning, any hazardous substance) if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the Company, or persons within the control of the Company, its officers, employees, agents, invitees and/or licensees, or if such Hazardous Substance was owned by, or located on the Premises by, the Company (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(c) If, during the Term of this Lease, the Company receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Premises or in connection with the Company'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 Company (an "Environmental Complaint") from any persons or entity (including, without limitation), the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE"), the Company shall immediately notify the Issuer and the Trustee in writing of said notice.

(d) The Issuer shall have the right, but not the obligation, and without limitation of the Issuer's other rights under this Lease, to enter the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any hazardous substance or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any hazardous substance or an environmental complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against the Company and/or which, in the reasonable judgment of the Issuer, could jeopardize its interests under this Lease. If such conditions are caused by circumstances within the control of the Company or if such circumstances result from a Hazardous Substance owned by, or located on the Premises by, the Company (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the Issuer in the exercise of any such rights shall be payable by the Company upon demand.

(e) If an Event of Default shall have occurred and be continuing, the Company at the request of the Issuer shall periodically perform (at the Company's expense) an environmental audit and, if reasonably deemed necessary by the Issuer, an environmental risk assessment (each of which must be reasonably satisfactory to the Issuer) of the Premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Company with respect to the Premises. Such audit and/or risk assessment shall be conducted by an environmental consultant satisfactory to the Issuer. Should the Company fail to perform any such environmental audit or risk assessment within 30 days of the written request of the Issuer, the Issuer 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 Issuer in the exercise of such rights shall be payable by the Company on demand.

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

(g) The Issuer hereby agrees to indemnify and hold harmless the Company 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 Company 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 period prior to the term of this Lease of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any hazardous substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the Company, or persons within the control of the Company, its officers, employees, agents, invitees and/or licensees, or if such hazardous substance was owned by, or placed upon the Premises by, the Company (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(h) The provisions of this Section 8.2 shall survive the termination of this Lease.

ARTICLE XIV

14.1 Issuer's Access to Premises. Issuer, for itself and its duly authorized representatives and agents, reserves the right to enter the Premises at all reasonable times during usual business hours throughout the Term of this Lease for the purpose of (a) examining and inspecting the same, (b) performing such work made necessary by reason of Company's default under any of the provisions of this Lease, and (c) while an Event of Default is continuing hereunder, exhibiting the Premises to prospective lessees. Issuer may, during the progress of said work mentioned in (b) above, keep and store on the Premises all necessary materials, supplies and equipment and shall not be liable for necessary inconvenience, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of such materials, supplies and equipment.

14.2 Inspection of Premises. The Director of Airports on prior notice to Company of his intention to do so, accompanied by Company's representatives, may cause inspection of the Premises

by Issuer's representatives or an outside architect or engineer of his choosing. In the event that the report of any such inspection shows that the Premises has not been maintained in the state of repair required by this Lease, then the Issuer may take such action as provided for in this Lease.

14.3 Restoration. Company shall yield and deliver to Issuer possession of the Premises at the expiration or termination of this Lease or any extension thereof in good condition in accordance with Company's express obligations hereunder, except for reasonable wear and tear. Company may, while this Lease is in effect and shall at the expiration or termination of its Term, remove all personal property and trade fixtures installed or placed by Company at Company's expense on or about the Premises, subject to Company's repairing any damage thereto caused by such removal and subject to any valid lien which Issuer may have thereon for unpaid rents or fees.

ARTICLE XV

15.1 Rules and Regulations.

Company, its agents and employees, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by Issuer or the City in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Airport or Company's operations conducted hereunder. Such observation and compliance by Company shall not obligate Company to make any alterations or do any other work, structural or otherwise, within the Premises unless failure of the Premises to comply with such rules, laws, statutes and regulations shall have been caused by Company's specific use of the Premises.

Issuer shall not be liable to Company for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this Section 15.1 provided, nor shall Company be entitled to terminate this Lease by reason thereof unless the exercise of such authority shall so interfere with Company's exercise of the rights hereunder as to constitute a termination of this Lease by operation of law in accordance with the laws of Kansas.

Issuer shall be held harmless for any and all breaches of FAA or Issuer's security rules or regulations caused by the Company, its agents or employees, or that occur on the Premises except to the extent caused by Issuer. In the event the FAA imposes a fine or penalty for any such security violation, whether such fine or penalty is assessed to the Issuer or the Company or their agents or employees, the penalty shall be paid by the Company; provided, however, that nothing herein shall prevent Company from contesting the legality, validity or application of such fine or penalty to the full extent Company may be lawfully entitled so to do.

ARTICLE XVI

16.1 FAA Requirements. Issuer and Company further agree that the requirements of the FAA set out below are approved by both parties, and if applicable, Company agrees to comply with all FAA requirements with respect to its operations, the use of the Airport and this Lease.

(a) The Company, 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 property described in this Lease 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 Company 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 Company, 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 Company 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 Company assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. The Company 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 Company assures that it will require that its covered suborganizations and the Subtenant provide assurances to the Company that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) Company 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 Company may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

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

(g) Issuer reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the Airport as its sees fit, regardless of the desires or views of Company, and without interference or hindrance.

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

(i) During time of war or national emergency Issuer shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.

(k) There is hereby reserved to Issuer, 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 airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the Airport.

(1) This Lease shall become subordinate to provisions of any existing or future agreement between the Issuer 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.

16.2 Modifications for Granting FAA Funds. In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Lease, Company agrees to consent to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Lease, as may be reasonably required to enable the Issuer to obtain said FAA funds, provided that in no

event shall such changes materially impair the rights of Company hereunder or materially increase its obligations.

ARTICLE XVII

17.1 Damage and Destruction.

(a) If the Premises is damaged or destroyed, in whole or in part, by fire or other casualty, the Company shall promptly notify the Issuer and the Trustee so long as any Bonds remain Outstanding in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Company shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Company shall forthwith proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, if any Bonds remain Outstanding, any Net Proceeds of casualty insurance required by this Lease attributable to damage or loss to the Project shall be paid to the Trustee and shall be deposited in the Project Replacement Fund and shall be used and applied for the purpose of paying the cost of rebuilding, repairing, restoring or replacing such damage or loss. Any amount remaining in the Project Replacement Fund after such rebuilding, repairing, restoring or replacing shall be deposited into the Principal and Interest Payment Account.

(c) If the Company shall determine that rebuilding, repairing, restoring or replacing the Premises is not practicable and desirable, and if any Bonds remaining Outstanding, any Net Proceeds of casualty insurance required by this Lease and attributable to any such damage or loss to the Project shall be paid into the Principal and Interest Payment Account. The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Company shall not, by reason of its inability to use all or any part of the Premises during any period in which the Premises is damaged or destroyed, or is being repaired, rebuilt, restored or replaced or by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement or any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

17.2 Condemnation.

(a) If 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, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceeding granting condemnation, notify the Issuer and the Trustee so long as any Bonds remain Outstanding in writing as to the nature and extent

of such condemnation and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company shall determine that such substitution is practicable and desirable, the Company shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute improvements. In such case, if any Bonds remain Outstanding, any Net Proceeds received from any award or awards attributable to the Project made in such condemnation or eminent domain proceeding shall be paid to the Trustee and shall be deposited in the Project Replacement Fund and shall be used and applied for the purpose of paying the cost of such substitution. Any amount remaining in the Project Replacement Fund after such acquisition or construction shall be deposited into the Principal and Interest Payment Account.

(c) If the Company shall determine that it is not practicable and desirable to acquire or construct substitute improvements, and if any Bonds remain Outstanding, any Net Proceeds of condemnation awards received by the Company and attributable to the Project shall be paid into the Principal and Interest Payment Account. The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Company shall not, by reason of its inability to use all or any part of the Premises during any such period of restoration or acquisition or by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement or any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations hereunder except as expressly provided in this Section.

(e) The Issuer shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Premises or any part thereof. In no event will the Issuer voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Premises or any part thereof without the written consent of the Company.

17.3 Waiver of Subrogation Rights. Except as provided in Section 17.1 and Section 17.2 with respect to damage, destruction or condemnation of the Project at such time as any Bonds remain Outstanding, Issuer hereby waives any and all rights of recovery against Company or any subsidiary or affiliate thereof, or its sublessees, for or arising out of damage or destruction of the building, or the demised premises, or any other property of Issuer, from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of Company, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

Except as provided in Section 17.1 and Section 17.2 with respect to damage, destruction or condemnation of the Project at such time as any Bonds remain Outstanding, Company hereby waives any and all rights of recovery against Issuer for or arising out of damage to or destruction of any

property of Company 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 Issuer, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

ARTICLE XVIII

18.1 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Issuer may take any one or more of the following remedial actions:

(a) By written notice to the Company upon acceleration of maturity of the Bonds as provided in the Indenture, the Trustee may declare the aggregate amount of all unpaid Basic Rent or Additional Rent then or thereafter required to be paid under this Lease by the Company to be immediately due and payable as liquidated damages from the Company, whereupon the same shall become immediately due and payable from the Company.

(b) Give Company and the Subtenant written notice of intention to terminate this Lease and the Sublease on a date specified therein, which date shall not be earlier than thirty (30) days after such notice is given and, if all defaults have not then been cured on the date so specified, Company's and Subtenant's rights to possession of the Premises (as well as payments of Additional Rent and Ground Rent) shall cease, and this Lease and the Sublease shall thereupon be terminated, and Issuer may re-enter and take possession of the Premises as of Issuer's former estate; or

(c) Without terminating this Lease, re-enter the Premises or take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law, and having elected to re-enter or take possession of the Premises without terminating this Lease or the Sublease, Issuer shall use reasonable diligence to relet the Premises, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as Issuer may deem advisable, with the right to make alterations and repairs to the Premises, and no such re-entry or taking of possession of the Premises by Issuer shall be construed as an election on Issuer's part to terminate this Lease or the Sublease, and no such re-entry or taking of possession by Issuer shall relieve Company or the Subtenant of their obligations to pay Basic Rent, Ground Rent or Additional Rent (at the time or times provided herein), or of any of its other obligations under this Lease or the Sublease, all of which shall survive such re-entry or taking of possession, and Company and the Subtenant shall continue to pay the Basic Rent, Ground Rent and Additional Rent provided for in this Lease and the Sublease until the end of the term and whether or not the Premises shall have been relet, less the net proceeds, if any, of any reletting of the Premises after deducting all of Issuer's expenses in or in connection with such reletting, including without limitation, all repossession costs, brokerage commissions, legal expenses, expenses of employees, alteration costs and expenses of preparation for reletting.

If any Bonds remain Outstanding, net proceeds of any such reletting attributable to the Project shall be deposited in the Principal and Interest Payment Account. Having elected to re-enter or take possession of the Premises pursuant to subsection (c) hereunder, Issuer may (subject, however, to any restrictions against termination of this Lease in the Indenture), by notice to Company given at any time thereafter while Company is in default in the payment of Basic Rent, Ground Rent or Additional Rent or in the performance of any other obligation under this Lease, elect to terminate this Lease in accordance with subsection (b) hereunder. If, in accordance with any of the foregoing provisions of this Article, Issuer shall have the right to elect to re-enter and take possession of the Premises, Issuer may enter and expel Company and those claiming through or under Company and remove the property and effects of both or either (forcibly if necessary) without being guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenant.

18.2. Survival of Obligations. Company covenants and agrees with Issuer and the Bondowners that until the Bonds and the interest thereon and redemption premium, if any, are paid in full or provision made for the payment thereof, its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that Company shall continue to pay Basic Rent and Additional Rent and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease.

18.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Indenture. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than as required by this Article.

ARTICLE XIX

19.1 Performance of Company's Obligations by Issuer. If Company shall fail to keep or perform any of its obligations as provided in this Lease, then Issuer may (but shall not be obligated to do so) upon the continuance of such failure on Company's part for ninety (90) days after notice of such failure is given Company by Issuer or the Trustee and without waiving or releasing Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all sums so paid by Issuer and all necessary or incidental costs and expenses incurred by Issuer in performing such obligations shall be deemed Additional Rent and shall be paid to Issuer on demand, and if not so paid by Company within ten (10) days of demand, Issuer shall have the same rights and remedies provided for in Article XVIII in the case of default by Company in the payment of Basic Rent.

ARTICLE XX

20.1 Termination by Company. The Company, in addition to any other rights of cancellation herein given to Company, or any other rights to which the Company may be entitled by law or otherwise, may cancel this Lease by giving Issuer sixty (60) days' advance written notice in the event of default by Issuer under this Lease continuing for more than sixty (60) days after the Issuer's receipt of written notice of such default from the Company, upon or after the happening of any one of the following events:

(a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport or any major part thereof for airport purposes and the remaining in full force of such permanent injunction for a period of at least ninety (90) days.

(b) Inability of the Company to use, for a period in excess of ninety (90) days, the Airport or any part of the facility because of any law, order, rule, regulation or other action or nonaction of the FAA or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.

(c) Default by the Issuer in the performance of any covenant or agreement herein required to be performed by the Issuer and failure of the Issuer to remedy such default for a period of sixty (60) days after receipt from the Company of a written notice to remedy the same; provided, however, no notice of cancellation as above provided shall be of any force or effect if the Issuer shall have remedied the default prior to receipt of the Company's notice of cancellation.

(d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the Airport and the Premises, or of any substantial part or parts thereof in such a manner as to substantially restrict the Company for a period of ninety (90) days from operating on and within the Premises.

(e) In the event of total destruction of the building or the demised premises.

(f) When the Company's customers or potential customers shall have been prevented from using the Airport by military or any other source or activity beyond the Issuer's or the Company's control.

No waiver of default by the Company of any of the terms, covenants and conditions hereof to be performed, kept and observed by Issuer, shall be construed to be or act as a waiver by the Company of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Issuer.

Subject to the provisions of Section 18.2 hereof, upon cancellation of this Lease by the Company, upon or after the happening of any of the events enumerated in this Article, it shall be

relieved of any and all obligations under this Lease, excepting those which had accrued prior to such cancellation.

ARTICLE XXI

21.1 Basic Rent Payments and Additional Rent. The parties hereto agree (a) that the payments of Basic Rent are designed to provide Issuer and the Trustee with funds adequate in amount to pay all principal of and interest on the Bonds as the same become due and payable and to pay and discharge all of the other duties and requirements set forth in Section 3.1 hereof, and (b) that to the extent that the payments of Basic Rent are not sufficient to provide Issuer and the Trustee with funds sufficient for the purposes aforesaid, Company shall be obligated to pay, and it does hereby covenant and agree to pay as Additional Rent, upon demand therefor, such further sums of money, in cash, as may from time to time be required for such purposes.

21.2 Funds Held by Trustee After Payment of Bonds. If, after the principal of and interest on the Bonds and all costs incident to the payment of Bonds have been paid in full, the Trustee holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this Lease and the Indenture and after payment therefrom to Issuer of any sums of money then due and owing by Company under the terms of this Lease, be the absolute property of and be paid over forthwith to Company.

ARTICLE XXII

22.1 Rights and Remedies. The rights and remedies reserved by Issuer and Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Issuer and Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

22.2 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

22.3 Parties Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that Issuer or Company shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, Issuer and Company shall not unreasonably or arbitrarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules.

ARTICLE XXIII

23.1 Quiet Enjoyment and Possession. Issuer covenants that so long as Company shall not be in default under this Lease, Company shall and may peaceably and quietly occupy and enjoy the Project.

23.2 Option to Extend Term.

(a) Company shall have and is hereby given the right and option, to extend the term of this Lease for one or two Additional Terms; provided that (i) Company shall give Issuer written notice of its intention to exercise each such option at least six months prior to the expiration of the Basic Term or previous Additional Term, as applicable, and (ii) Company is not in default hereunder in the payment of Basic Rent, Ground Rent or Additional Rent the time it gives Issuer such notice or at the time the Additional Term commences. Subject to the provisions of Section 18.2 hereof, in the event that Company fails to give required notice to Issuer, this Lease shall automatically terminate at the end of the previous term of this Lease.

(b) In the event Company exercises the option for the aforesaid Additional Term, subject to the provisions for the adjustment in Ground Rent and Basic Rent as set forth below, all terms, covenants, conditions and provisions set forth in this Lease shall be in full force and effect and binding upon Issuer and Company during such Additional Term.

(c) Company and Issuer covenant and agree that the monthly rent during any Additional Term shall be an amount equal to the mutually agreed fair market value for lease of the land, buildings and improvements. Company and Issuer covenant and agree that there will be no monthly Basic Rent during the Additional Term provided that all of the Bonds shall have been paid according to their terms and there are no longer any Bonds Outstanding.

ARTICLE XXIV

24.1 Investment Tax Credit; Depreciation. Company shall be entitled to claim the full benefit of (l) any investment credit against federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax laws now or from time to time hereafter in effect, and (2) any deduction for depreciation with respect to the Project from federal or state income taxes. Issuer agrees that it will upon Company's request execute

all such elections, returns or other documents which may be reasonably necessary or required to more fully assure the availability of such benefits to Company.

ARTICLE XXV

25.1 Amendments. This Lease may be amended, changed or modified in the following manner:

(a) With respect to any amendment, change or modification which will materially adversely affect the security or rights of the Bondowners, by an agreement in writing executed by Issuer and Company and consented to in writing by the holders of sixty-six and two-thirds percent (66-2/3%) of the aggregate principal amount of the Bonds then Outstanding;

(b) With respect to any amendment, change or modification which reduces the Basic Rent or Additional Rent, or any amendment which reduces the percentage of Bondowners whose consent is required for any such amendment, change or modification, by an agreement in writing executed by Issuer and Company and consented to in writing by the holders of one hundred percent (100%) of the aggregate principal amount of the Bonds then outstanding; and

(c) With respect to all other amendments, changes, or modifications, by an agreement in writing executed by Issuer and Company.

So long as any Bonds remain Outstanding, at least thirty (30) days prior to the execution of any agreement pursuant to (c) above, Issuer and Company shall furnish the Trustee and the Original Purchaser of the Bonds with a copy of the amendment, change or modification proposed to be made.

25.2 Granting of Easements. Company shall not, without the prior written approval of the Authorized Issuer Representative (i) grant easements, licenses and other rights or privileges in the nature of easements with respect to any property included in the Premises, or (ii) release existing easements, licenses, rights-of-way and other rights or privileges, and Company 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 Company 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 Authorized Issuer Representative requesting execution and delivery of such instrument, provided that, such grant or release is not detrimental to the proper conduct of the business of Company, and such grant or release will not impair the effective use or interfere with the efficient and economical operation of the Premises. Any payments or other consideration received by Issuer for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of Issuer.

ARTICLE XXVI

26.1. Fueling.

(a) The Company shall have the fueling rights on the Airport to:

(i) Provide fueling service at the Premises which includes the sale and dispensing of fuel (including oil and lubricants) and the provision of service to aircraft, such right to exist on the Premises, on other leased premises when invited by the prime lessee thereof, and on public ramps operated by the Issuer;

(ii) Operate and maintain at the Premises such equipment and vehicles as may be necessary and appropriate to the dispensing of fuel to aircraft;

(iii) Operate and maintain storage tanks and related equipment at the Premises for the receipt, storage and dispensing of aircraft and fuel;

(iv) Purchase aircraft fuel from Company's own sources and suppliers and to cause the same to be delivered to Company's vehicles or tanks on the Premises;

(v) Contract for and receive fueling services from any other tenant at the Airport or any other party authorized to sell and dispense fuel at the Airport; and

(vi) Exercise and enjoy such other rights and privileges with respect to aircraft fuel purchasing and aircraft fueling as Issuer shall now or hereafter be obliged by law, regulation, grant condition or contract to extend to Company.

(b) Company shall, in the exercise of such fueling rights, be obliged to conform to Federal, State and local laws, ordinances, and regulations respecting environmental protection, safety and fire safety and to conform to such additional reasonable regulations and requirements as now exist or may hereafter be adopted by Issuer.

(c) Prior to undertaking any activity in the exercise of such fueling rights which is new or in addition to activities lawfully carried on by the Company prior to the date hereof, Company shall submit to Issuer for approval a proposal setting forth how the Company intends to undertake such activity including plans and specifications for any equipment or construction, which approval shall not be unreasonably withheld.

(d) So long as the Issuer or Issuer's contractor operates a bulk fuel plant, Company may purchase fuel from Issuer or Issuer's contractor at cost plus the fuel flowage fee and/or tank farm fee designated for the particular class of trade of the end user by the "Schedule of Fees and Charges" adjusted and adopted by Issuer from time to time. In the event Issuer's contractor arranges for fuel

to be delivered to the bulk fuel plant on a consignment basis, Company may participate in such arrangement. Company shall be solely responsible to the cosigner for the cost of such fuel delivered for Company's use, and Company shall remain responsible to Issuer for the appropriate fuel flowage fees and/or tank farm fees as established by Issuer.

(e) The right to purchase fuel from Issuer or Issuer's contractor is expressly subject to the willingness of Issuer or Issuer's contractor to purchase fuel for resale and the availability of quality fuel on a reasonable basis. Furthermore, there is no right or privilege extended to Company by Issuer to store Company's own fuel at Issuer's bulk fuel plant.

(f) The fueling rights granted herein are subject to payment to the Issuer of the appropriate fees and charges adopted by the Issuer. Issuer further reserves the right to assess fees and charges to any party who may from time to time deliver fuel to the Company.

(g) Notwithstanding anything to the contrary in this Section 26.1, the parties hereto agree that so long as any Sublease is in effect, Subtenant shall have all of the fueling rights and privileges of the Company under this Section 26.1, and Subtenant shall be required under the terms of any Sublease to observe and perform all of the covenants and obligations of the Company under this Section 26.1, including payment of any fees and charges which may be due to the Issuer.

26.2 Fee Collections. Company agrees to collect on behalf of Issuer landing, parking and cargo fees as imposed by Issuer in its "Schedule of Fees and Charges" from aircraft operators operating on the Premises or from aircraft operators which from time to time are serviced or fueled by Company on other locations on the Airport. In consideration for this service, Issuer agrees to reimburse Company, by a credit document, 30% of fees collected.

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

Notwithstanding anything to the contrary in this Section 26.2, the parties hereto agree that so long as any Sublease is in effect, Subtenant shall have all of the rights and privileges of the Company under this Section 26.2, and Subtenant shall be required under the terms of any Sublease to observe and perform all of the covenants and obligations of the Company under this Section 26.2, including payment of any fees and charges which may be due to the Issuer.

ARTICLE XXVII

27.1 Security Interests. Issuer and Company agree to enter into all instruments (including financing statements and statements of continuation) requested by the Trustee as necessary for

perfection of and continuance of the perfection of the security interest of Issuer in the stream of payments only. The Trustee shall file or cause to be filed all such instruments required to be so filed and shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding.

27.2 Construction and Enforcement. This Lease shall be construed and enforced in accordance with the laws of the State of Kansas. Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

27.3 Invalidity of Provisions of Lease. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

27.4 Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

27.5 Section Headings. The section headings shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof. The reference to section numbers herein or in the Bond Ordinance shall be deemed to refer to the numbers preceding each section.

27.6 Equal Employment Opportunity. The Company agrees that it will not discriminate or permit discrimination against any person on the basis or race, color, national origin or ancestry, religion, sex, age, physical handicap or marital status in its operations or services, and its use or occupancy of the Premises under this Lease. The Company agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1968; the Kansas Act Against Discrimination, K.S.A. 44-1001, *et seq.*; the Code of the City of Wichita Section 2.12.900, *et seq.*; and laws, regulations or amendments as may be promulgated thereunder, including specifically any ordinance of the City of Wichita, Kansas presently existing or to be hereinafter enacted, which provides for Equal Employment Opportunity and Nondiscrimination for all persons.

27.7 Notices. All notices required or desired to be given hereunder shall be in writing and shall be delivered in person to the Notice Representative or mailed by registered or certified mail to the Notice Address. All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed.

27.8 Execution of Counterparts. This Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed these presents and caused the same to be dated as of the day and year first above written.

THE WICHITA AIRPORT AUTHORITY
OF THE CITY OF WICHITA, KANSAS

By: _____
Bob Knight, Mayor of the City of Wichita, Kansas

[SEAL]

ATTEST:

_____
Pat Burnett, Airport Clerk

"ISSUER"

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 15th day of February, 2001, before me, a notary public in and for said county and state, came Bob Knight, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and Pat Burnett, Airport Clerk of The Wichita Airport Authority of the City of Wichita, Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said Authority, and such persons duly acknowledged the execution of the same to be the act and deed of said Authority.

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

_____
Notary Public

[SEAL]

My Appointment Expires: _____

KATHY PEWEWARDY
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 12-27-2004

1678210m04
Lease

CESSNA AIRCRAFT COMPANY

[SEAL]

By: Steven D. Morrissey
Steven D. Morrissey, Vice President,
Controller and Assistant Treasurer

ATTEST:

T. W. Wakefield
T. W. Wakefield, Vice President,
General Counsel and Secretary

"COMPANY"

ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 16 day of February, 2001, before me, a notary public in and for said County and State, came Steven D. Morrissey, Vice President, Controller and Assistant Treasurer and T. W. Wakefield, Vice President, General Counsel and Secretary of Cessna Aircraft Company, a Kansas corporation, on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

KAREN NESTELROAD
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 4-4-2002

Karen Nestelroad
Notary Public in and for said County and State

My Appointment Expires: April 4, 2002

1678210m04
Lease

APPENDIX A

Form of Certificate for Payment of Project Costs
For Buildings and Improvements

THE WICHITA AIRPORT AUTHORITY OF THE
CITY OF WICHITA, KANSAS
Project Fund
(Cessna Aircraft Company)
Payment Order No. ___

INTRUST Bank, N.A.
Wichita, Kansas

Dear Sir:

You are hereby authorized and directed by the undersigned, the Authorized Company Representative, acting on behalf of Cessna Aircraft Company (the "Company") to disburse funds held by you as Trustee in the above mentioned Project Fund for the purposes and in the amounts set forth in the payment schedule below.

I hereby certify that the amounts requested in the attached payment schedule have either been advanced by the Company or are justly due to contractors, subcontractors, suppliers, vendors, materialmen, engineers, architects or other persons named in the payment schedule below who have performed necessary and appropriate work or have furnished necessary and appropriate materials in the construction or acquisition of land, buildings and improvements constituting a part of the Project. I further certify that the fair value of such work or materials is not exceeded by the amount requested, and such cost is one which can be capitalized for federal income tax purposes.

I further certify that, except for the amounts set forth in the payment schedule below, there are no outstanding indebtedness which are now due and payable for labor, wages, materials, supplies or services in connection with the construction of said buildings and improvements which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Project or any part thereof.

I further certify that no part of the amounts set forth in the payment schedule below have been the basis for any previous withdrawal of any moneys from the said Project Fund.

I further certify that each of the representations and covenants on the part of the Company contained in the Lease dated March 1, 2001 by and between The Wichita Airport Authority of the City of Wichita, Kansas, as Issuer and the Company were, on the date of said Lease, and on the date hereof, true and correct in all respects and are being complied with in every respect.

I further certify that the amounts set forth in the payment schedule below constitute Project Costs, as said term is defined in the Lease, ad that all insurance policies which are required to be in force as a condition precedent to disbursement of funds from the Project Fund pursuant to the provisions of the Lease are in full force and effect.

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete.

EXECUTED this ___ day of _____, 20__.

_____
Authorized Company Representative

1678210m04
Lease

PAYMENT SCHEDULE

Payee Name Payee Address	Purpose or Nature	Amount of Payment

Initials

1678210m04
Lease

SCHEDULE I

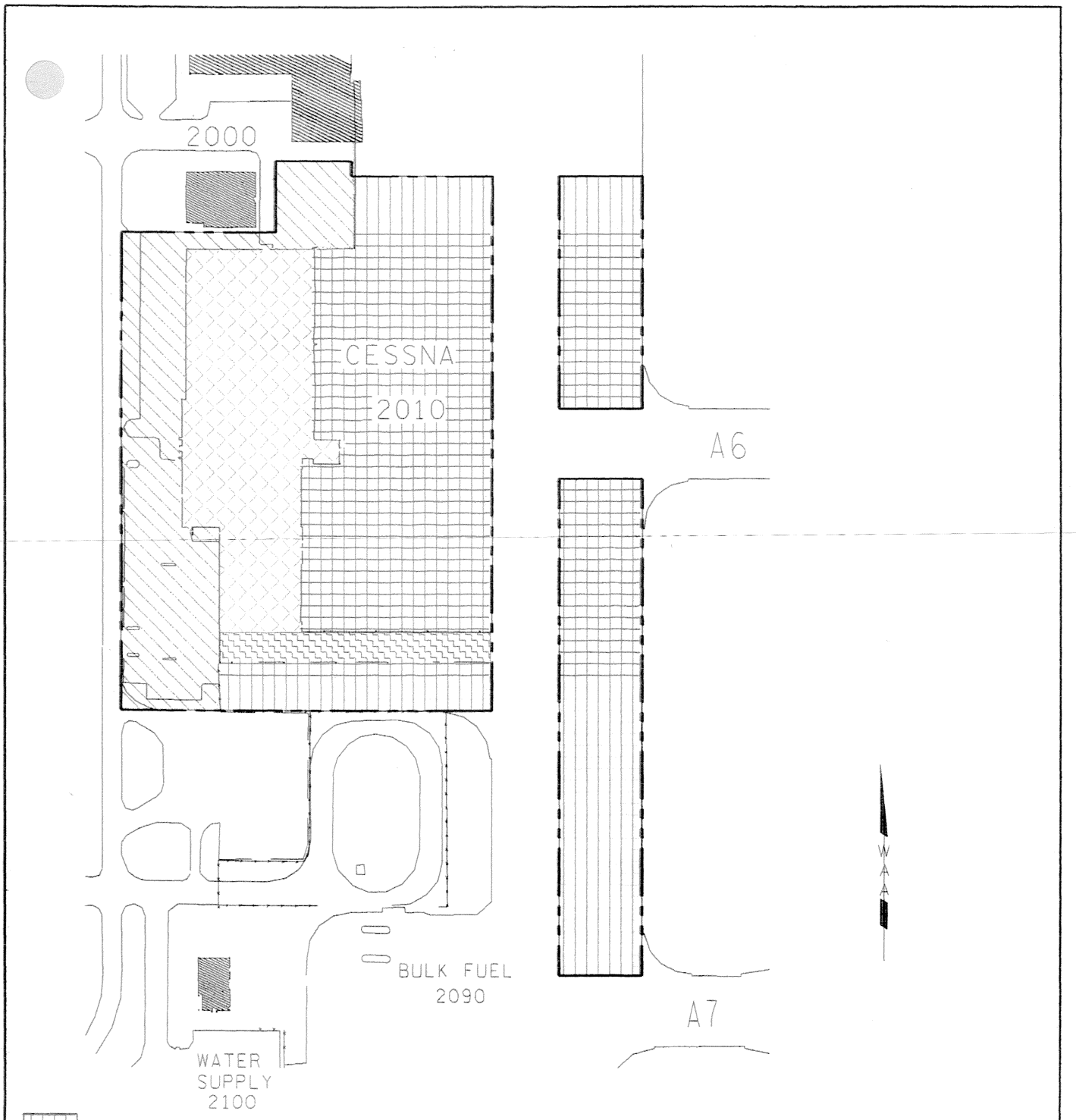
SCHEDULE I TO THE INDENTURE OF TRUST OF THE WICHITA AIRPORT AUTHORITY OF THE CITY OF WICHITA, KANSAS, AND INTRUST BANK, N.A., AS TRUSTEE DATED MARCH 1, 2001, AND TO THE LEASE DATED MARCH 1, 2001, BY AND BETWEEN SAID AUTHORITY AND CESSNA AIRCRAFT COMPANY

PROPERTY SUBJECT TO LEASE

The following described facilities located on Wichita Mid-Continent Airport, constituting the "Premises" as referred to in said Lease and Indenture, to wit:

Office and hangar space identified as Hangar 1, located at 2010 Airport Road, consisting of 50,317 sq. ft. (with an associated land area of 282,186 sq. ft.); T-hangar 4 – attached to Hangar 1, (9,652 sq. ft.); T-hangar 11 (9,315 sq. ft.); T-hangar 12 (9,315 sq. ft.); T-hangar 14 (11,158 sq. ft.); T-hangar 15 (11,158 sq. ft.); T-hangar 21(11,059 sq. ft.); West ½ of T-hangar 23 (7,000 sq. ft.); West ½ of T-hangar 24 (5,963 sq. ft.); T-hangar 25 – Units 250, 251, 254, 255 (8,064 sq. ft); and the West ½ of T-hangar 26 (5,412 sq. ft.), together with the adjacent ramp area (139,434 sq. ft.) as shown on the plats attached hereto as Exhibits "A", "B", and "C", and made a part hereof.

Schedule I - Exhibit A



RAMP AREA = 178,731 S.F.

BUILDING AREA = 50,317 S.F.

T-HANGAR = 9,652 S.F.

OTHER (Parking & Grass) = 53,138 S.F.

TOTAL LAND AREA = 291,838 S.F.

HANGAR 1

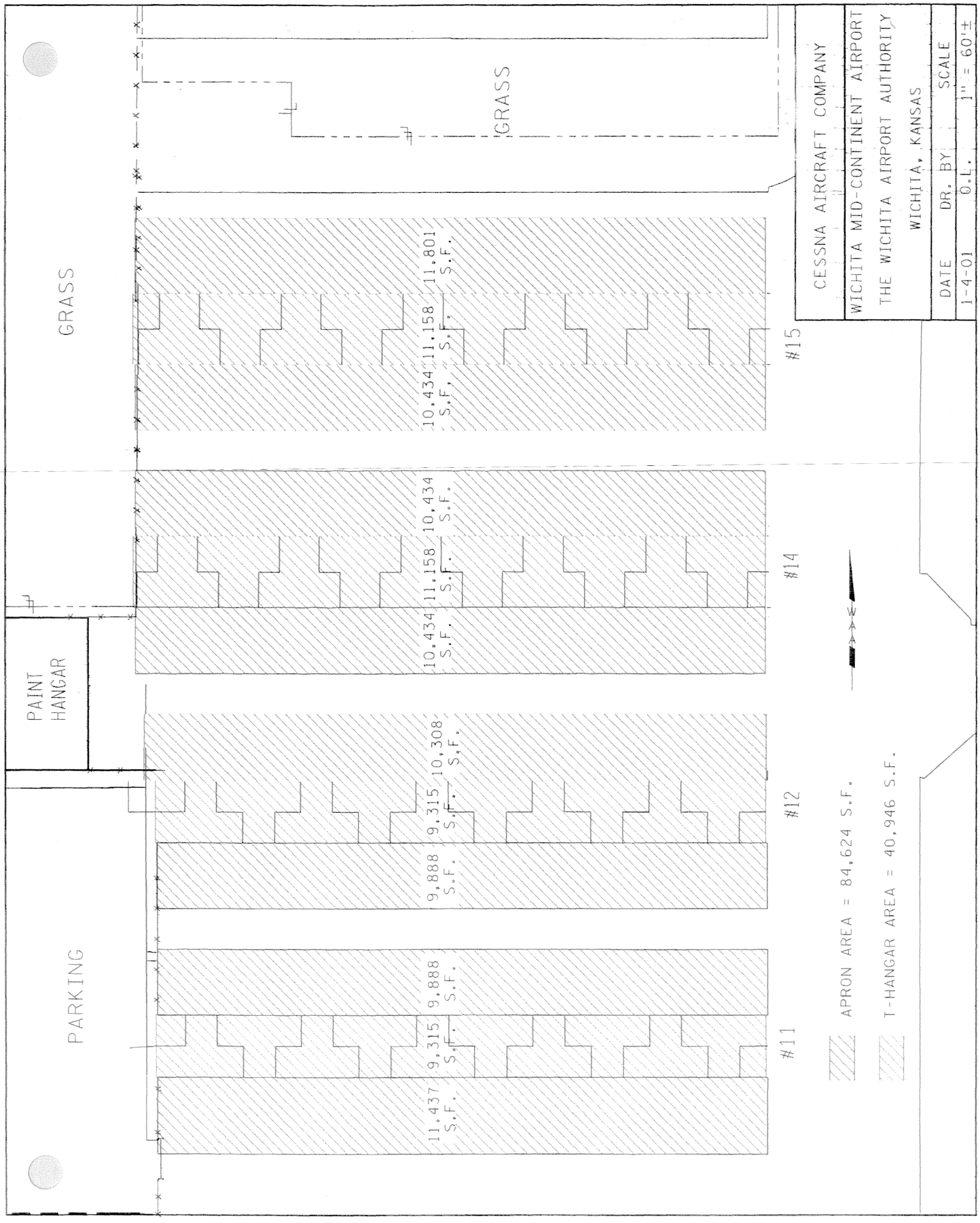
WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY

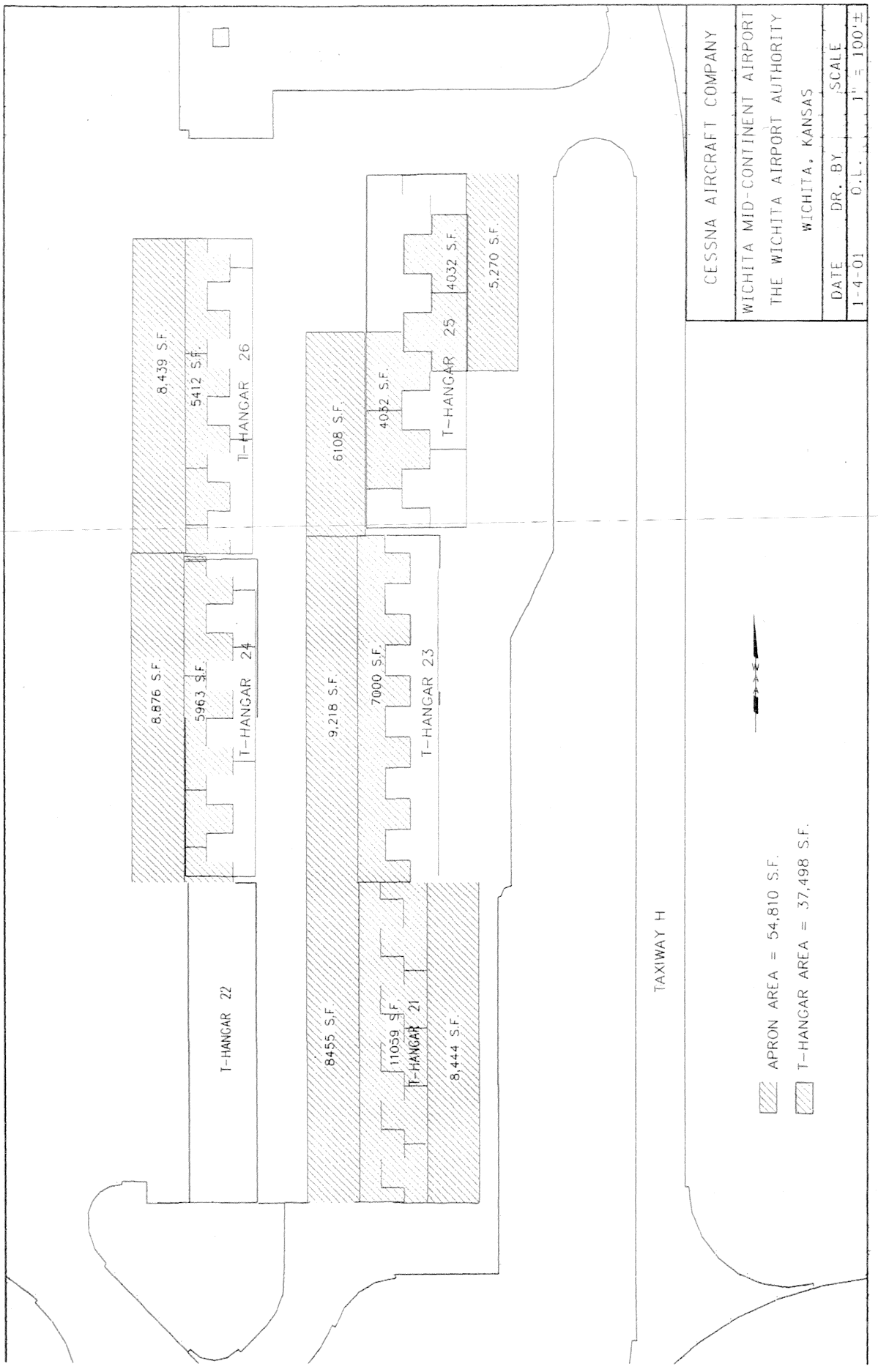
WICHITA, KANSAS

DATE	DR. BY	SCALE
1-4-01	O.L.	1" = 150'

Schedule I - Exhibit B



Schedule I - Exhibit C



SCHEDULE II - Ground Rent Schedule

		Land Rate	Land Rent T-Hangars 227,530 s.f.	Land Rent Bldg/Prkg/ Grass/Ramp 282,186 s.f.	Facility $1.35 bldg rent 50,317 s.f.	Improvement Rent Credit	Total Revenues to WAA
3/1/2001 -	12/31/2001	0.1982	37,580.37	46,607.72	56,606.63	(56,606.63)	84,188.09
1/1/2002 -	12/31/2002	0.2081	47,348.99	58,722.91	67,927.95	(67,927.95)	106,071.90
1/1/2003 -	12/31/2003	0.2185	49,715.31	61,657.64	67,927.95	(67,927.95)	111,372.95
1/1/2004 -	12/31/2004	0.2294	52,195.38	64,733.47	67,927.95	(67,927.95)	116,928.85
1/1/2005 -	12/31/2005	0.2409	54,811.98	67,978.61	67,927.95	(67,927.95)	122,790.59
1/1/2006 -	12/31/2006	0.2529	57,542.34	71,364.84	67,927.95	(67,927.95)	128,907.18
1/1/2007 -	12/31/2007	0.2655	60,409.22	74,920.38	67,927.95	(67,927.95)	135,329.60
1/1/2008 -	12/31/2008	0.2788	63,435.36	78,673.46	67,927.95	(67,927.95)	142,108.82
1/1/2009 -	12/31/2009	0.2927	66,598.03	82,595.84	67,927.95	(67,927.95)	149,193.87
1/1/2010 -	12/31/2010	0.3073	69,919.97	86,715.76	67,927.95	(67,927.95)	156,635.73
1/1/2011 -	12/31/2011	0.3227	73,423.93	91,061.42	67,927.95	(67,927.95)	164,485.35
1/1/2012 -	12/31/2012	0.3388	77,087.16	95,604.62	67,927.95	(67,927.95)	172,691.78
1/1/2013 -	12/31/2013	0.3557	80,932.42	100,373.56	67,927.95	(67,927.95)	181,305.98
1/1/2014 -	12/31/2014	0.3735	84,982.46	105,396.47	67,927.95	(67,927.95)	190,378.93
1/1/2015 -	12/31/2015	0.3922	89,237.27	110,673.35	67,927.95	(67,927.95)	199,910.62
1/1/2016 -	12/31/2016	0.4118	93,696.85	116,204.19	67,927.95	(67,927.95)	209,901.04
1/1/2017 -	12/31/2017	0.4324	98,383.97	122,017.23	67,927.95	(67,927.95)	220,401.20
1/1/2018 -	12/31/2018	0.4540	103,298.62	128,112.44	67,927.95	(67,927.95)	231,411.06
1/1/2019 -	12/31/2019	0.4767	108,463.55	134,518.07	67,927.95	(67,927.95)	242,981.62
1/1/2020 -	12/31/2020	0.5005	113,878.77	141,234.09	67,927.95	(67,927.95)	255,112.86
1/1/2021 -	2/28/2021	0.5255	19,927.84	24,714.79	11,321.33	(11,321.33)	44,642.63
			1,502,869.79	1,863,880.86	1,358,559.00	(1,358,559.00)	3,366,750.65

02/06/01

HINKLE ELKOURI LAW FIRM L.L.C.

FIRST AMENDMENT TO LEASE

BY AND BETWEEN

THE WICHITA AIRPORT AUTHORITY OF
THE CITY OF WICHITA, KANSAS

AND

CESSNA AIRCRAFT COMPANY

DATED AS OF DECEMBER 21, 2004

1678260 N019
Amendment to 2001 Lease

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE dated as of December 21, 2004, amending that certain Lease dated as of March 1, 2001, all by and between THE WICHITA AIRPORT AUTHORITY OF THE CITY OF WICHITA, KANSAS, of Sedgwick County, Kansas (the "Issuer"), and CESSNA AIRCRAFT COMPANY, a Kansas corporation (the "Company").

WITNESSETH:

WHEREAS, Issuer is a governmental or quasi-governmental entity duly organized and existing under the laws of the State of Kansas, believing itself to have full lawful power and authority to enter into this First Amendment to Lease; and

WHEREAS, Issuer in furtherance of the purposes and pursuant to the provisions of the laws of the State of Kansas, including K.S.A. 3-153 *et seq.*, as amended (the "Act"), the Issuer has heretofore issued its Taxable Airport Special Facilities Revenue Bonds, Series A, 2001 (Yingling Aviation Project) (the "Series A, 2001 Bonds") for the purpose of constructing office and hangar space at Wichita Mid-Continent Airport (the "Project"); and

WHEREAS, the Project is located on the Premises described on Schedule I to the Lease dated as of March 1, 2001 by and between the Issuer and the Company (as amended and supplemented in accordance with the terms thereof, the "Lease"); and

WHEREAS, pursuant to the Lease, the Issuer leased the Premises, including the Project, to the Company; and

WHEREAS, pursuant to a Sublease Agreement dated as of March 1, 2001 (the "Sublease"), the Company subleased the Premises, including the Project, to Yingling Aircraft, Inc., a Kansas corporation ("Yingling Aircraft"); and

WHEREAS, the parties hereto hereby find it necessary and desirable to amend the Lease to remove certain real property from the Premises; and

WHEREAS, the Owner of 100% of the outstanding Series A, 2001 Bonds and Yingling Aircraft have consented to the removal of said real property from the Premises and the amendment of the Lease.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Issuer and Company do hereby covenant and agree as follows:

ARTICLE I

1.1 Representations and Covenants by Company. Company makes the following covenants and representations as the basis for the undertakings on its part herein contained.

(a) Due Organization and Authority of Company. Company represents that it is a corporation duly organized and existing under the laws of the State of Kansas, with lawful power and authority to enter into this Lease, acting by and through its duly authorized officers.

(b) Maintenance of Existence by Company. Company shall maintain and preserve its existence and organization as a corporation and its authority to do business in the State of Kansas and to operate the Premises.

(c) No Conflicts. Company represents that neither the execution and delivery of this First Amendment to Lease, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions of this First Amendment to Lease contravenes the Certificate of Incorporation or bylaws of the Company, or conflicts with or results in a breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which the Company is a party or by which it is bound, or to which it or any of its properties is subject, or constitutes a default (disregarding any required notice or the passage of any period of time) under any of the foregoing, or results in creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Company under the terms of any mortgage, debt, agreement, indenture or instrument, or violates any existing law, administrative regulation or court order or consent decree to which the Company is subject. The Lease, as amended hereby, constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its terms.

1.2 Representations and Covenants by Issuer. Issuer makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) In the opinion of its attorney, Issuer is a governmental or quasi-governmental entity existing under the Constitution and laws of the State of Kansas. Under the provisions of the Act, Issuer, to the best of its knowledge and belief, has the power to enter into the transactions contemplated by this First Amendment to Lease and to carry out its obligations hereunder.

(b) Issuer has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against the Project, except for the Lease and the pledge of the net revenues from the Project pursuant to the Indenture.

(c) Issuer will not during the Basic Term or the Additional Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien,

claim or encumbrance to be placed against the Project, except as required by law or otherwise contemplated by the Lease, as amended by this First Amendment to Lease.

ARTICLE II

2.1 Removal of Real Property. The parties hereto agree that the paved ramp area consisting of 11,970 square feet and parking and grass area consisting of 10,237 square feet, shall be removed from the Premises and shall no longer be subject to the Lease.

2.2 Amendment to Schedule I - Property Subject to Lease. Schedule I to the Lease is hereby amended to read as set forth on Schedule I to this First Amendment to Lease.

2.3 Amendment to Schedule II - Ground Rent Schedule. Schedule II to the 2001 Lease is hereby amended to read as set forth on Schedule II to this First Amendment to Lease.

ARTICLE III

3.1 Invalidity of Provisions of First Amendment to Lease. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

3.2 Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.3 Section Headings. The section headings shall not be treated as a part of this First Amendment to Lease or as affecting the true meaning of the provisions hereof.

3.4 Execution of Counterparts. This First Amendment to Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

3.5 Ratification and Confirmation of 2001 Lease. Except as may be specifically amended, supplemented or modified by the terms of this First Amendment to Lease, the Lease is hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents and caused the same to be dated as of the day and year first above written.

THE WICHITA AIRPORT AUTHORITY
OF THE CITY OF WICHITA, KANSAS

By: _____
Carlos Mayans, Mayor of the City of Wichita, Kansas

[SEAL]

ATTEST:

Karen Sublett, Airport Clerk

"ISSUER"

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 16th day of January, 2005, before me, a notary public in and for said county and state, came Carlos Mayans, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and Karen Sublett, Airport Clerk of The Wichita Airport Authority of the City of Wichita, Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said Authority, and such persons duly acknowledged the execution of the same to be the act and deed of said Authority.

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

[SEAL]

Notary Public

My Appointment Expires:

NANCY E. [illegible] HALL
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 9-18-08

CESSNA AIRCRAFT COMPANY

[SEAL]

By: Steven D. Morrissey
Steven D. Morrissey, Vice President,
Controller and Assistant Treasurer

ATTEST:

T. W. Wakefield
T. W. Wakefield, Vice President,
General Counsel and Secretary

"COMPANY"

ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 16th day of February, 2005, before me, a notary public in and for said County and State, came Steven D. Morrissey, Vice President, Controller and Assistant Treasurer and T. W. Wakefield, Vice President, General Counsel and Secretary of Cessna Aircraft Company, a Kansas corporation, on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

KAREN NESTELROAD
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 4-4-2006

Karen Nestelroad
Notary Public in and for said County and State

My Appointment Expires: April 4, 2006

CONSENT OF BONDHOLDER

The undersigned hereby certifies that he is a duly authorized officer of Cessna Aircraft Company, a Kansas corporation, and as such is authorized to execute this Consent of Bondholder, and hereby further certifies as follows:

1) Cessna Aircraft Company is the owner of 100% of the Outstanding Wichita Airport Authority of the City of Wichita, Kansas, Taxable Airport Special Facilities Revenue Bonds, Series A, 2001 (Yingling Aviation Project) (the "Series A, 2001 Bonds").

2) As owner of the Series A, 2001 Bonds, Cessna Aircraft Company consents to the foregoing First Amendment to Lease dated December 21, 2004 by and between The Wichita Airport Authority of the City of Wichita, Kansas, as landlord, and Cessna Aircraft Company, as tenant, and to the removal of certain real property from the Premises as described therein.

Dated March 3 2005

CESSNA AIRCRAFT COMPANY

By: Steven D. Morrissey
Steven D. Morrissey, Vice President,
Controller and Assistant Treasurer

CERTIFICATE OF TRUSTEE

The undersigned hereby certifies that he is a duly authorized officer of The Bank of New York Trust Company, N.A., St. Louis, Missouri, a national banking association (the "Bank"), and as such is authorized to execute this Consent of Trustee, and hereby further certifies as follows:

1) The Bank is successor trustee to INTRUST Bank, N.A., under that certain Trust Indenture dated as of March 1, 2001 authorizing and securing the City of Wichita, Kansas, Taxable Airport Special Facilities Revenue Bonds, Series A, 2001 (Yingling Aviation Project) (the "Series A, 2001 Bonds").

1) Cessna Aircraft Company is the owner of 100% of the Outstanding Wichita Airport Authority of the Outstanding Series A, 2001 Bonds.

2) The Bank, as trustee, acknowledges receipt of the foregoing First Amendment to Lease dated December 21, 2004 by and between The Wichita Airport Authority of the City of Wichita, Kansas, as landlord, and Cessna Aircraft Company, as tenant.

Dated March 3, 2005

THE BANK OF NEW YORK
TRUST COMPANY, N.A.
St. Louis, Missouri, as Trustee

By: Cheryl Rain
Name: Cheryl Rain
Title: Assistant Vice President

SCHEDULE I

SCHEDULE I TO THE INDENTURE OF TRUST OF THE WICHITA AIRPORT AUTHORITY OF THE CITY OF WICHITA, KANSAS, AND THE BANK OF NEW YORK TRUST COMPANY, N.A., AS SUCCESSOR TRUSTEE DATED MARCH 1, 2001, AND TO THE LEASE DATED MARCH 1, 2001, AS AMENDED BY THE FIRST AMENDMENT TO LEASE DATED DECEMBER 21, 2004, BY AND BETWEEN SAID AUTHORITY AND CESSNA AIRCRAFT BETWEEN SAID AUTHORITY AND CESSNA AIRCRAFT COMPANY

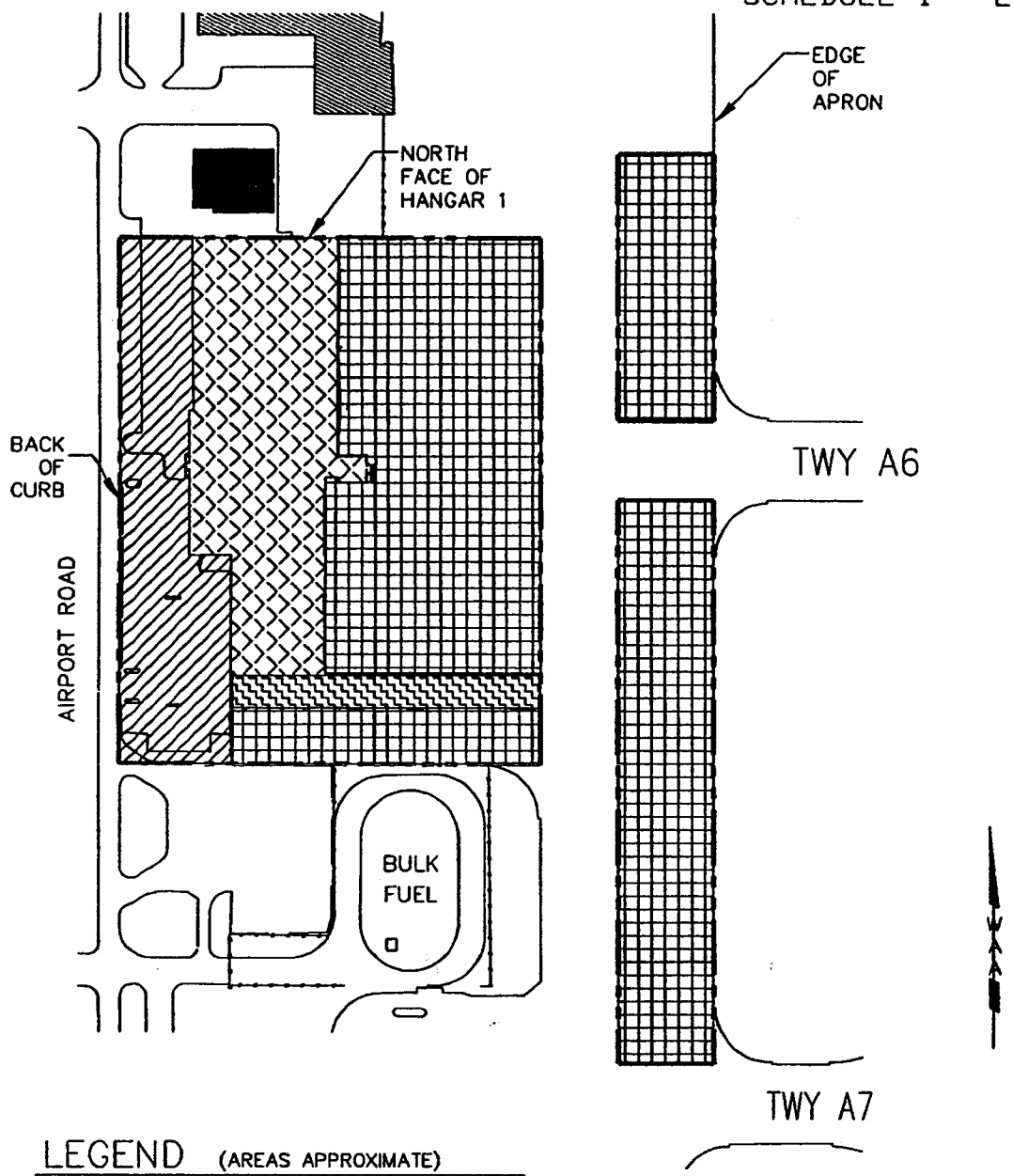
PROPERTY SUBJECT TO LEASE

The following facilities (on Exhibit "A" hereto) located on Wichita Mid-Continent Airport, constituting the "Premises" as referred to in said Lease and Indenture.

Yingling Leasehold
Rental Arrangements

	Land Rate	Land Rent T-Hangars 227,530 s.f.	Land Rent Bldg/Prkg/ Grass/Ramp 259,479 s.f.	Facility $1.35 bldg rent 50,317 s.f.	Improvement Rent Credit	Total Revenues to WAA
3/1/01 - 12/31/01	0.1982	37,580.37	42,857.28	56,606.62	(56,606.62)	80,437.65
1/1/02 - 12/31/02	0.2081	47,348.99	53,997.58	67,927.95	(67,927.95)	101,346.57
1/1/03 - 12/31/03	0.2185	49,715.31	56,696.16	67,927.95	(67,927.95)	106,411.47
1/1/04 - 12/31/04	0.2294	52,195.38	59,524.48	67,927.95	(67,927.95)	111,719.86
1/1/05 - 12/31/05	0.2409	54,811.98	62,508.49	67,927.95	(67,927.95)	117,320.47
1/1/06 - 12/31/06	0.2529	57,542.34	65,622.24	67,927.95	(67,927.95)	123,164.58
1/1/07 - 12/31/07	0.2655	60,409.22	68,891.67	67,927.95	(67,927.95)	129,300.89
1/1/08 - 12/31/08	0.2788	63,435.36	72,342.75	67,927.95	(67,927.95)	135,778.11
1/1/09 - 12/31/09	0.2927	66,598.03	75,949.50	67,927.95	(67,927.95)	142,547.53
1/1/10 - 12/31/10	0.3073	69,919.97	79,737.90	67,927.95	(67,927.95)	149,657.87
1/1/11 - 12/31/11	0.3227	73,423.93	83,733.87	67,927.95	(67,927.95)	157,157.80
1/1/12 - 12/31/12	0.3388	77,087.16	87,911.49	67,927.95	(67,927.95)	164,998.65
1/1/13 - 12/31/13	0.3557	80,932.42	92,296.68	67,927.95	(67,927.95)	173,229.10
1/1/14 - 12/31/14	0.3735	84,982.46	96,915.41	67,927.95	(67,927.95)	181,897.87
1/1/15 - 12/31/15	0.3922	89,237.27	101,767.66	67,927.95	(67,927.95)	191,004.93
1/1/16 - 12/31/16	0.4118	93,696.85	106,853.45	67,927.95	(67,927.95)	200,550.30
1/1/17 - 12/31/17	0.4324	98,383.97	112,198.72	67,927.95	(67,927.95)	210,582.69
1/1/18 - 12/31/18	0.4540	103,298.62	117,803.47	67,927.95	(67,927.95)	221,102.09
1/1/19 - 12/31/19	0.4767	108,463.55	123,693.64	67,927.95	(67,927.95)	232,157.19
1/1/20 - 12/31/20	0.5005	113,878.77	129,869.24	67,927.95	(67,927.95)	243,748.01
1/1/21 - 2/28/21	0.5255	19,927.84	22,726.04	11,321.32	(11,321.32)	42,653.88
		1,502,869.79	1,713,897.72	1,358,559.00	(1,358,559.00)	3,216,767.51

SCHEDULE I - EXHIBIT A



LEGEND (AREAS APPROXIMATE)

RAMP	166,761	S.F.
BUILDING	50,317	S.F.
T-HANGAR	9,652	S.F.
OTHER (Parking & Grass)	42,401	S.F.
TOTAL LAND AREA =	269,131	S.F.

HANGAR 1

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DR. BY	SCALE
2-14-05	H.G.O.	1" = 150'

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SCHEDULE II

GROUND RENT SCHEDULE

SECOND AMENDMENT TO LEASE

BY AND BETWEEN

THE WICHITA AIRPORT AUTHORITY OF
THE CITY OF WICHITA, KANSAS

AND

CESSNA AIRCRAFT COMPANY

DATED AS OF DECEMBER 19, 2006

THIS SECOND AMENDMENT TO LEASE dated December 19, 2006, amending that certain LEASE dated as of March 1, 2001, as amended by a FIRST AMENDMENT TO LEASE dated December 21, 2004, by and between THE WICHITA AIRPORT AUTHORITY OF THE CITY OF WICHITA, KANSAS, of Sedgwick County, Kansas (the "Issuer"), and CESSNA AIRCRAFT COMPANY, a Kansas corporation (the "Company").

WITNESSETH:

WHEREAS, Issuer is a governmental or quasi-governmental entity duly organized and existing under the laws of the State of Kansas, with full and lawful power and authority to enter into this Second Amendment to Lease;

WHEREAS, Issuer in furtherance of the purposes and pursuant to the provisions of the laws of the State of Kansas, including K.S.A. 3-153 *et seq.,* as amended (the "Act"), has heretofore issued its Taxable Airport Special Facilities Revenue Bonds, Series A, 2001 (Yingling Aviation Project) (the "Series A, 2001 Bonds") for the purpose of constructing office and hangar space at Wichita Mid-Continent Airport (the "Project");

WHEREAS, pursuant to the Lease and amendment thereto, the Issuer leased the Premises, including the Project, to the Company;

WHEREAS, the Issuer and Company have entered into a bond lease agreement dated March 1, 2001 for the purpose of renovating and upgrading the fixed base operation facility located at 2010 Airport Road on Wichita Mid-Continent Airport; and a First Amendment to Lease dated December 21, 2004, for the purpose of removing certain real property from the premises;

WHEREAS, the Company is now desirous of further amending the bond lease agreement for the purpose of modifying the dates to reflect the actual date for removal of certain real property from the premises;

WHEREAS, the parties hereto find it necessary and desirable to amend the First Amendment to Lease to correct certain errors and/or omissions therein; and

WHEREAS, the Owner of 100% of the outstanding Series A, 2001 Bonds has consented to the correction of said errors through this Second Amendment to Lease.

NOW, THEREFORE, in consideration of the promises, understandings, mutual covenants and agreements herein set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Issuer and Company do hereby agree as follows:

Line two of ARTICLE II of the First Amendment to Lease – 2.1 Removal of Real Property, shall be changed as follows: the number of square feet of parking and grass area shall be increased by 500 square feet, the area "10,237 square feet" shall be deleted and the area "10,737 square feet" shall be inserted in place thereof.

SCHEDULE II of the First Amendment to Lease – Ground Rent Schedule, Yingling Leasehold Rental Arrangements, is hereby superseded in its entirety by the REVISED SCHEDULE II – Ground Rent Schedule, dated November 7, 2006, attached hereto and made a part hereof:

Except as provided in this Amendment, all terms and conditions of the Agreement and its Amendment are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment of the Agreement on the date first above written.

THE WICHITA AIRPORT AUTHORITY
OF THE CITY OF WICHITA, KANSAS

By: _____
Carlos Mayans, Mayor
of the City of Wichita, Kansas

[SEAL]

ATTEST:

Karen Sublett, CMC

Karen Sublett, Airport Clerk

"ISSUER"

STATE OF KANSAS)ss.
SEDGWICK COUNTY)

BE IT REMEMBERED that on this ____ day of December, 2006, before me a notary public in and for said county and state, came Carlos Mayans, Mayor of the City of

Wichita, Kansas, a municipal corporation of the State of Kansas, and Karen Sublett, Airport Clerk of the Wichita Airport Authority of the City of Wichita, Kansas, who are personally known to me to be the same persons who executed, a such officers, the within instrument on behalf of said Authority, and such persons duly acknowledged the execution of the same to be the act and deed of said Authority.

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

NOTARY PUBLIC - State of Kansas
JANIS EDWARDS
My Appt. Expires 12-19-2010

[SEAL]

Janis Edwards
Notary Public

My Appointment Expires:

12-19-2010

WICHITA AIRPORT AUTHORITY

By: _____
Victor D. White, Director of Airports

and

APPROVED AS TO FORM:

Gary E Rebenstorf
Gary Rebenstorf, Director of Law

Date: 12/22/06

CESSNA AIRCRAFT COMPANY

By: _____
Ed Pack, Vice President, Support Services

[SEAL]

ATTEST:

Karen Nestelroad
Karen Nestelroad
Assistant Secretary

"COMPANY"

STATE OF KANSAS)ss.
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 07 day of December, 2006, before me a notary public in and for said county and state, came Ed Pack, Vice President, Support Services, and T. W. Wakefield, Vice President, General Counsel and Secretary of Cessna Aircraft Company, a Kansas corporation, on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Diana L. Smith

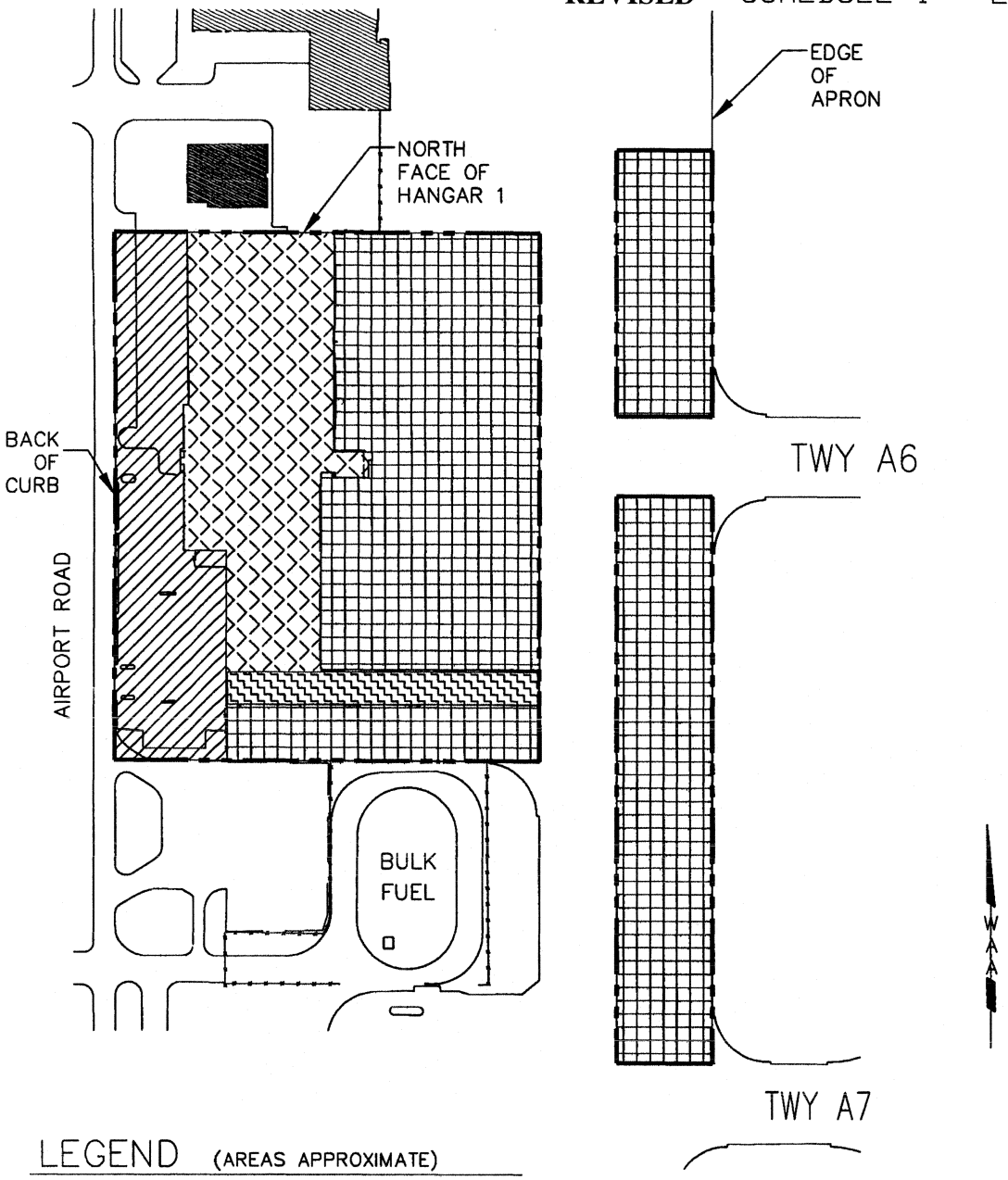
[SEAL] Notary Public

My Appointment Expires:

12/20/07

DIANA L. SMITH
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 12/20/07

REVISED - SCHEDULE I - EXHIBIT A



LEGEND (AREAS APPROXIMATE)

RAMP	166,761	S.F.
BUILDING	50,317	S.F.
T-HANGAR	9,652	S.F.
OTHER (Parking & Grass)	42,401	S.F.
TOTAL LAND AREA =	269,131	S.F.

HANGAR 1

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DR. BY	SCALE
2-14-05	H.G.O.	1" = 150'

C:\Drawings\215-Hangars\Yingling-Leases\HANGAR1-LAND12-15-04.dwg, Model, 02/14/2005 10:16:15 AM, user defined field1

REVISED SCHEDULE II – Ground Rent Schedule (November 7, 2006)

Yingling Leasehold
Rental Arrangements

			Land Rate	Land Rent T-Hangars 227,530 s.f.	Land Rent Bldg/Prkg/ Grass/Ramp 282,186 s.f.	Facility $1.35 bldg rent 50,317 s.f.	Improvement Rent Credit	Total Revenues to WAA
3/1/2001	-	12/31/2001	0.1982	37,580.37	46,607.72	56,606.63	(56,606.63)	84,188.09
1/1/2002	-	12/31/2002	0.2081	47,348.99	58,722.91	67,927.95	(67,927.95)	106,071.90
1/1/2003	-	12/31/2003	0.2185	49,715.31	61,657.64	67,927.95	(67,927.95)	111,372.95
1/1/2004	-	12/31/2004	0.2294	52,195.38	64,733.47	67,927.95	(67,927.95)	116,928.85
1/1/2005	-	11/20/2005	0.2409	48,655.02	60,342.65	60,297.69	(60,297.69)	108,997.67
				235,495.07	292,064.39	320,688.16	(320,688.16)	527,559.46

			Land Rate	Land Rent T-Hangars 227,530 s.f.	Land Rent Bldg/Prkg/ Grass/Ramp 259,479 s.f.	Facility $1.35 bldg rent 50,317 s.f.	Improvement Rent Credit	Total Revenues to WAA
11/21/2005	-	12/31/2005	0.2409	6,156.96	7,021.50	7,630.26	(7,630.26)	13,178.46
1/1/2006	-	12/31/2006	0.2529	57,542.34	65,622.24	67,927.95	(67,927.95)	123,164.58
1/1/2007	-	12/31/2007	0.2655	60,409.22	68,891.67	67,927.95	(67,927.95)	129,300.89
1/1/2008	-	12/31/2008	0.2788	63,435.36	72,342.75	67,927.95	(67,927.95)	135,778.11
1/1/2009	-	12/31/2009	0.2927	66,598.03	75,949.50	67,927.95	(67,927.95)	142,547.53
1/1/2010	-	12/31/2010	0.3073	69,919.97	79,737.90	67,927.95	(67,927.95)	149,657.87
1/1/2011	-	12/31/2011	0.3227	73,423.93	83,733.87	67,927.95	(67,927.95)	157,157.80
1/1/2012	-	12/31/2012	0.3388	77,087.16	87,911.49	67,927.95	(67,927.95)	164,998.65
1/1/2013	-	12/31/2013	0.3557	80,932.42	92,296.68	67,927.95	(67,927.95)	173,229.10
1/1/2014	-	12/31/2014	0.3735	84,982.46	96,915.41	67,927.95	(67,927.95)	181,897.87
1/1/2015	-	12/31/2015	0.3922	89,237.27	101,767.66	67,927.95	(67,927.95)	191,004.93
1/1/2016	-	12/31/2016	0.4118	93,696.85	106,853.45	67,927.95	(67,927.95)	200,550.30
1/1/2017	-	12/31/2017	0.4324	98,383.97	112,198.72	67,927.95	(67,927.95)	210,582.69
1/1/2018	-	12/31/2018	0.4540	103,298.62	117,803.47	67,927.95	(67,927.95)	221,102.09
1/1/2019	-	12/31/2019	0.4767	108,463.55	123,693.64	67,927.95	(67,927.95)	232,157.19
1/1/2020	-	12/31/2020	0.5005	113,878.77	129,869.24	67,927.95	(67,927.95)	243,748.01
1/1/2021	-	2/28/2021	0.5255	19,927.84	22,726.04	11,321.33	(11,321.33)	42,653.88
				1,267,374.72	1,445,335.23	1,037,870.84	(1,037,870.84)	2,712,709.95
				1,502,869.79	1,737,399.62	1,358,559.00	(1,358,559.00)	3,240,269.41

THIRD AMENDMENT TO LEASE

BY AND BETWEEN

THE WICHITA AIRPORT AUTHORITY OF
THE CITY OF WICHITA, KANSAS

AND

CESSNA AIRCRAFT COMPANY

DATED AS OF NOVEMBER 6, 2007

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE dated November 6, 2007, amending that certain LEASE dated as of March 1, 2001, as amended by a FIRST AMENDMENT TO LEASE dated December 21, 2004, and a SECOND AMENDMENT TO LEASE dated December 19, 2006, by and between THE WICHITA AIRPORT AUTHORITY OF THE CITY OF WICHITA, KANSAS, of Sedgwick County, Kansas (the "Issuer"), and CESSNA AIRCRAFT COMPANY, a Kansas Corporation (the "Company").

WITNESSETH:

WHEREAS, Issuer is a governmental or quasi-governmental entity duly organized and existing under the laws of the State of Kansas, with full and lawful power and authority to enter into this Third Amendment to Lease;

WHEREAS, pursuant to the Lease and amendments thereto, the Issuer leased the Premises, including the Project, to the Company:

WHEREAS, the Issuer and the Company have entered into a bond lease agreement dated March 1, 2001 for the purpose of renovating and upgrading the fixed base operation facility located at 2010 Airport Road on Wichita Mid-Continent Airport; a First Amendment to Lease dated December 21, 2004, for the purpose of removing certain real property from the premises; and a Second Amendment to Lease dated December 19, 2006, for the purpose of correcting certain errors and/or omissions therein and modifying dates to reflect the actual date for removal of certain real property from the premises;

WHEREAS, the Company is now desirous of further amending the Second Amendment to Lease to allow for demolition of a portion of the Project and an addition of approximately 9,000 square feet of building space to the Project; and

NOW, THEREFORE, in consideration of the promises, understandings, mutual covenants and agreements herein set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Issuer and Company do hereby agree as follows:

1. Article 1.1 of the Lease, "Additional Term", is hereby modified as follows:
   "Additional Term" shall mean each term commencing on the last day of the Basic Term or the previous Additional Term. The first Additional Term shall commence March 1, 2021 and end February 28, 2026; the second Additional Term shall commence March 1, 2026 and terminate February 2031, and the third Additional Term shall commence March 1, 2031 and terminate November 20, 2035.

2. Article 2.6 of the Lease, "Option to Lease BFGoodrich Facility", is hereby deleted in entirety.

3. Article 10.1(f) of the Lease, "Repairs and Maintenance", is hereby modified as follows:
   Issuer shall be responsible for the maintenance, repair and replacement of the roof on the existing Hangar No. 1 and the Premises ramp. Repair, maintenance and replacement of the approximately 9,000 square feet facility addition and ramp, which is the subject of this Third Amendment to Lease, shall be the total responsibility of the Company throughout the term and any extensions of the Lease.

4. Article 11.1 of the Lease, "Alterations", second paragraph, is hereby modified to incorporate the following language: Facility floors and slabs shall follow nationally-recognized standards for design and construction such as the American Concrete Institute (ACI) 360R-92 and 302.1R-04, respectively. Company shall design and construct airfield ramp and apron pavements in accordance with applicable FAA standards for the largest aircraft type anticipated to use the facility.

5. Article 23.2(a) of the Lease, "Option to Extend Term", is hereby modified as follows: Company shall have and is hereby given the right and option to extend the term of this Lease for "one or two Additional Terms" shall be deleted and "three Additional Terms" shall be inserted in place thereof.

   Article 23.2(c) of the Lease, first sentence, is hereby modified as follows:
   Company and Issuer covenant and agree that the monthly rent during any Additional Terms shall be an amount equal to the mutually agreed fair market value for lease of the land, buildings and improvements, excluding the 9,000 square feet building expansion, for which facility rent shall not be required through November 20, 2035.

6. Article 2.2 of the First Amendment to Lease, "Amendment to Schedule I – Property Subject to Lease", is hereby amended to read as set forth on Schedule I, which is attached hereto and made a part hereof.

7. Schedule II of the Second Amendment to Lease, "Ground Rent Schedule", is hereby superseded in entirety by the Revised Schedule II, dated October 15, 2007, attached hereto and made a part hereof.

Except as provided in this Amendment, all terms and conditions of the Agreement and its Amendments are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment of the Lease and its Amendments are hereby ratified and confirmed by the parties.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS
By Direction of the Wichita Airport Authority

By Karen Sublett, CMC
Karen Sublett, City Clerk

By
Carl Brewer, President

"ISSUER"

By:
Victor D. White, Director of Airports

ATTEST:

CESSNA AIRCRAFT COMPANY

By T. W. Wakefield
Title V.P., General Counsel

By
Title Chairman, President & CEO

"COMPANY"

APPROVED AS TO FORM: Gary E. Rebenstorf Date:
Director of Law

SCHEDULE I

Effective January 1, 2008, the "Premises" as referred to in the Lease and subsequent Amendments to the Lease shall be revised to include the following areas:

Office and hangar space identified as Hangar 1, located at 2010 Airport Road, consisting of 50,317 sq. ft.; the addition, consisting of 9,000 sq.ft. (both encompassing an associated land area of 269,131 sq. ft.); T-hangar 11 (9,315 sq. ft.); T-hangar 12 (9,315 sq. ft.); T-hangar 14 (11,158 sq. ft.); T-hangar 15 (11,158 sq. ft.); T-hangar 21(11,059 sq. ft.); West ½ of T-hangar 23 (7,000 sq. ft.); West ½ of T-hangar 24 (5,963 sq. ft.); T-hangar 25 – Units 250, 251, 254, 255 (8,064 sq. ft); and the West ½ of T-hangar 26 (5,412 sq. ft.), together with the adjacent ramp area (139,434 sq. ft.).

	Land Rate	Land Rent T-Hangars 227,530 s.f.	Land Rent Bldg/Prkg/ Grass/Ramp 282,186 s.f.	Facility $1.35 bldg rent 50,317 s.f.	Improvement Rent Credit	Total Revenues to WAA
3/1/2001 - 12/31/2001	0.1982	37,580.37	46,607.72	56,606.63	(56,606.63)	84,188.09
1/1/2002 - 12/31/2002	0.2081	47,348.99	58,722.91	67,927.95	(67,927.95)	106,071.90
1/1/2003 - 12/31/2003	0.2185	49,715.31	61,657.64	67,927.95	(67,927.95)	111,372.95
1/1/2004 - 12/31/2004	0.2294	52,195.38	64,733.47	67,927.95	(67,927.95)	116,928.85
1/1/2005 - 11/20/2005	0.2409	48,655.02	60,342.65	60,297.69	(60,297.69)	108,997.67
		235,495.07	292,064.39	320,688.16	(320,688.16)	527,559.46

	Land Rate	Land Rent T-Hangars 227,530 s.f.	Land Rent Bldg/Prkg/ Grass/Ramp 259,479 s.f.	Facility $1.35 bldg rent 50,317 s.f.	Improvement Rent Credit	Total Revenues to WAA
11/21/2005 - 12/31/2005	0.2409	6,156.96	7,021.50	7,630.26	(7,630.26)	13,178.46
1/1/2006 - 12/31/2006	0.2529	57,542.34	65,622.24	67,927.95	(67,927.95)	123,164.58
1/1/2007 - 12/31/2007	0.2655	60,409.22	68,891.67	67,927.95	(67,927.95)	129,300.89
		124,108.52	141,535.41	143,486.16	(143,486.16)	265,643.93

	Land Rate	Land Rent T-Hangars 217,878 s.f.	Land Rent Bldg/Prkg/ Grass/Ramp 269,131 s.f.	Facility $1.35 bldg rent 50,317 s.f.	Improvement Rent Credit	Total Revenues to WAA
1/1/2008 - 12/31/2008	0.2788	60,744.39	75,033.72	67,927.95	(67,927.95)	135,778.11
1/1/2009 - 12/31/2009	0.2927	63,772.89	78,774.64	67,927.95	(67,927.95)	142,547.53
1/1/2010 - 12/31/2010	0.3073	66,953.91	82,703.96	67,927.95	(67,927.95)	149,657.87
1/1/2011 - 12/31/2011	0.3227	70,309.23	86,848.57	67,927.95	(67,927.95)	157,157.80

	Land Rate	Land Rent T-Hangars 217,878 s.f.	Land Rent Bldg/Prkg/ Grass/Ramp 269,131 s.f.	Facility $1.35 bldg rent 50,317 s.f.	Improvement Rent Credit	Total Revenues to WAA
1/1/2012 - 12/31/2012	0.3388	73,817.07	91,181.58	67,927.95	(67,927.95)	164,998.65
1/1/2013 - 12/31/2013	0.3557	77,499.20	95,729.90	67,927.95	(67,927.95)	173,229.10
1/1/2014 - 12/31/2014	0.3735	81,377.43	100,520.43	67,927.95	(67,927.95)	181,897.86
1/1/2015 - 12/31/2015	0.3922	85,451.75	105,553.18	67,927.95	(67,927.95)	191,004.93
1/1/2016 - 12/31/2016	0.4118	89,722.16	110,828.15	67,927.95	(67,927.95)	200,550.31
1/1/2017 - 12/31/2017	0.4324	94,210.45	116,372.24	67,927.95	(67,927.95)	210,582.69
1/1/2018 - 12/31/2018	0.4540	98,916.61	122,185.47	67,927.95	(67,927.95)	221,102.08
1/1/2019 - 12/31/2019	0.4767	103,862.44	128,294.75	67,927.95	(67,927.95)	232,157.19
1/1/2020 - 12/31/2020	0.5005	109,047.94	134,700.07	67,927.95	(67,927.95)	243,748.01
1/1/2021 - 2/28/2021	0.5255	19,082.48	23,571.39	11,321.33	(11,321.33)	42,653.87
		1,094,767.95	1,352,298.05	894,384.68	(894,384.68)	2,447,066.00
		1,454,371.54	1,785,897.85	1,358,559.00	(1,358,559.00)	3,240,269.39

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FOURTH AMENDMENT TO LEASE

BY AND BETWEEN

THE WICHITA AIRPORT AUTHORITY OF
THE CITY OF WICHITA, KANSAS

AND

CESSNA AIRCRAFT COMPANY

DATED AS OF DECEMBER 1, 2009

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FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE dated as of December 1, 2009, amending that certain Lease dated as of March 1, 2001, as amended by a certain First Amendment to Lease dated as of December 21, 2004 a certain Second Amendment dated December 19, 2006, and a certain Third Amendment dated November 6, 2007, all by and between THE WICHITA AIRPORT AUTHORITY OF THE CITY OF WICHITA, KANSAS, of Sedgwick County, Kansas (the "Issuer"), and CESSNA AIRCRAFT COMPANY, a Kansas corporation (the "Company"),

WITNESSETH:

WHEREAS, Issuer is a governmental or quasi-governmental entity duly organized and existing under the laws of the State of Kansas, believing itself to have full lawful power and authority to enter into this Fourth Amendment to Lease; and

WHEREAS, Issuer in furtherance of the purposes and pursuant to the provisions of the laws of the State of Kansas, including K.S.A. 3-153 *et seq.,* as amended (the "Act"), the Issuer has heretofore issued its Taxable Airport Special Facilities Revenue Bonds, Series A, 2001 (Yingling Aviation Project) (the "Series A, 2001 Bonds") for the purpose of constructing office and hangar space at Wichita Mid-Continent Airport (the "Project"); and

WHEREAS, the Project is located on the premises described on Schedule I to the Lease dated as of March 1, 2001 by and between the Issuer and the Company (as amended and supplemented in accordance with the terms thereof, the "Lease"), and

WHEREAS, pursuant to the Lease, the Issuer leased the Premises, including the Project, to the Company; and

WHEREAS, pursuant to a Sublease Agreement dated as of March 1, 2001 (the "Sublease"), as amended and supplemented, the Company subleased the Premises, including the Project, to Yingling Aircraft, Inc., a Kansas Corporation ("Yingling Aircraft"); and

WHEREAS, said Sublease was superseded by a Sublease dated as of December 1, 2009; and

WHEREAS, the parties hereto find it necessary and desirable to amend the Lease to extend the term thereof; and

WHEREAS, the Owner of 100% of the outstanding Series A, 2001 Bonds and Yingling Aircraft have consented to the extension of the term of the Lease,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Issuer and Company do hereby covenant and agree as follows:

Section 1. Extension of Term. The definition of "Basic Term" as set forth in Section 1.1 of

the Lease, as amended by Article 1 of the Third Amendment to Lease, is hereby further amended to read as follows:

"Basic Term" means that term commencing as of March 1, 2001 and ending on November 20, 2035, subject to prior termination as specified in this Lease, but to continue thereafter until all of the principal of, redemption premium, if any, and interest on the Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Indenture."

Section 2. Option to Extend Term. Article 23.2(a) of the Lease, as amended by Article 5, paragraph one, of the Third Amendment to Lease, is hereby deleted in entirety.

Article 23.2(c) of the Lease, as amended by Article 5, paragraph two, of the Third Amendment to Lease is modified as follows:

Company and Issuer covenant and agree that the monthly rent commencing March 1, 2021 shall be an amount equal to the mutually agreed fair market value for lease of the land, building and improvements, excluding the 9,000 sq. ft. building expansion, for which facility rent shall not be required through the end of the Basic Term.

Section 2. Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 3. Section Headings. The section headings shall not be treated as a part of this Fourth Amendment to Lease or as affecting the true meaning of the provisions hereof.

Section 4. Execution in Counterparts. This Fourth Amendment to Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 5. Ratification and Confirmation of Lease. Except as may be specifically amended, supplemented or modified by the terms of this Fourth Amendment to Lease, the Lease as heretofore amended or supplemented in accordance with its terms, is hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents and caused the same to be dated as of the day and year first above written.

THE WICHITA AIRPORT AUTHORITY
OF THE CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, President

THE WICHITA AIRPORT AUTHORITY
WICHITA
SEAL
KANSAS

[SEAL]
ATTEST:

Karen Sebbett, CMC

Victor D. White, Director of Airports

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

CESSNA AIRCRAFT COMPANY

By: _____
Jack J. Pelton
Chairman, President and Chief
Executive Officer

[SEAL]

ATTEST:

T. W. Wakefield, Vice President,
General Counsel and Secretary

CONSENT OF BONDHOLDER

The undersigned hereby certifies that he is a duly authorized officer of Cessna Aircraft Company, a Kansas corporation, and as such is authorized to execute this Consent of Bondholder, and hereby further certifies as follows:

1) Cessna Aircraft Company is the owner of 100% of the Outstanding Wichita Airport Authority of the City of Wichita, Kansas, Taxable Airport Special Facilities Revenue Bonds, Series A, 2001 (Yingling Aviation Project) (the "Series A, 2001 Bonds").

2) As owner of the Series A, 2001 Bonds, Cessna Aircraft Company consents to the foregoing Fourth Amendment to Lease dated December 1, 2009 by and between The Wichita Airport Authority of the City of Wichita, Kansas, as landlord, and Cessna Aircraft Company, as tenant.

Dated _____

CESSNA AIRCRAFT COMPANY

By: T. W. Wakefield
T. W. Wakefield, Vice President,
General Counsel and Secretary

CERTIFICATE OF TRUSTEE

The undersigned hereby certifies that she is a duly authorized officer of The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, a national banking association (the "Bank"), and as such is authorized to execute this Consent of Trustee, and hereby further certifies as follows:

1) The Bank is successor trustee to INTRUST Bank, N.A., under that certain Trust Indenture dated as of March 1, 2001 authorizing and securing the City of Wichita, Kansas, Taxable Airport Special Facilities Revenue Bonds, Series A, 2001 (Yingling Aviation Project) (the "Series A, 2001 Bonds").

I. Cessna Aircraft Company is the registered owner of 100% of the Outstanding Series A, 2001 Bonds.

II. The Bank, as trustee, acknowledges receipt of the foregoing Fourth Amendment to Lease dated December 1, 2009 by and between The Wichita Airport Authority of the City of Wichita, Kansas, as landlord, and Cessna Aircraft Company, as tenant.

Dated _____

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
St. Louis, Missouri, as Trustee

By: Cheryl A. Rain
Name: Cheryl Rain
Title: Relationship Manager,
Assistant Vice President

CONSENT OF SUBTENANT

The undersigned hereby certifies that he is a duly authorized officer of Yingling Aircraft, Inc., a Kansas corporation, and as such is authorized to execute this Consent of Subtenant, and hereby further certifies that Yingling Aircraft, Inc. consents to the foregoing Fourth Amendment to Lease dated December 1, 2009 by and between The Wichita Airport Authority of the City of Wichita, Kansas, as landlord, and Cessna Aircraft Company, as tenant.

Dated this _____ day of _____, 2009.

YINGLING AIRCRAFT, INC.

By: Lynn Nichols
Lynn Nichols, President

ATTEST:

Sherry Nichols
Sherry Nichols, Secretary

ASSIGNMENT & ASSUMPTION
AGREEMENT

THIS ASSIGNMENT & ASSUMPTION AGREEMENT ("AGREEMENT") is a triparty agreement made and entered into by and between Cessna Aircraft Company ("Assignor"), a Kansas corporation, Yingling Aircraft, Inc. ("Assignee"), a Kansas corporation, and the Wichita Airport Authority Wichita, Kansas ("Lessor") with reference to the following facts:

WHEREAS, Assignor is the tenant under that certain Wichita Airport Authority Lease Agreement Lease No. _____ originally signed of March 1, 2001 for the property and the improvements located at 2010 Airport Road, as amended December 21, 2004, December 19, 2006, November 6, 2007 and December 1, 2009 (the "Lease"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Lease, and Assignee desires to accept the assignment of such right, title and interest in and to the Lease and to assume all of Assignor's rights and obligations under the Lease that may arise or are to be performed from and after the effective date of this Agreement; and

WHEREAS, Assignor has requested that the Lessor approve the assignment of Assignor's rights and obligations under the Lease to Assignee; and

WHEREAS, the Lessor is willing to grant this request of Assignor to assign its rights and obligations under the Lease to Assignee;

NOW THEREFORE: in consideration of the terms, covenants and promises, agreements and demises herein contained, and for other good and valuable consideration, each to the other given the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee and Lessor agree as follows:

A. The Assignor hereby transfers, assigns, and sets over to the Assignee all right, title and interest of the Assignor in and to the Lease.

B. In consideration therefor, the Assignee hereby accepts, assumes, takes over and succeeds to all of the Assignor's rights, duties, interests, liabilities and obligations under the Lease that arise or accrue from and after the effective date of this Agreement. Assignee agrees to all of the terms, conditions, provisions, covenants and obligations contained in the Lease which the Assignor is obligated to keep or perform to the extent such arise or accrue on or after the effective date of this Agreement and pursuant to the terms of the Lease, Assignee shall Indemnify and hold harmless the Lessor with respect to any and all such assumed duties, liabilities, or obligations.

C. In consideration therefor, the Assignor hereby remains liable for all of Assignor's rights, duties, interests, liabilities and obligations under the Lease which arose or accrued before the effective date of this Agreement. Assignor shall indemnify and hold harmless the Lessor with respect to any and all such duties, liabilities, or obligations.

D. This Assignment & Assumption shall be effective following the execution of this Assignment & Assumption by the Lessor.

E. This Assignment & Assumption Agreement is executed in multiple counterparts each of which contains all required original signatures and shall be considered an original on its own.

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment & Assumption
Agreement as of the dates set forth below.

ASSIGNOR:
Cessna Aircraft Company

By: _____

Its: _____

Date:_____

ASSIGNEE:
Yingling

By: _____

Its: _____

Date: _____

LESSOR:
WICHITA AIRPORT AUTHORITY

By:_____
Jeff Longwell, Mayor

_____
Victor D. White, Director of Airports

Date:_____

ATTEST:

By: _____
Karen Sublett, City Clerk

Approved as to form:

_____
City Attorney and Director of Law
Jennifer Magana

ASSIGNMENT & ASSUMPTION
AGREEMENT

THIS ASSIGNMENT & ASSUMPTION AGREEMENT ("AGREEMENT") is a triparty agreement made and entered into by and between Cessna Aircraft Company ("Assignor"), a Kansas corporation, Yingling Aircraft, Inc. ("Assignee"), a Kansas corporation, and the Wichita Airport Authority Wichita, Kansas ("Lessor") with reference to the following facts:

WHEREAS, Assignor is the tenant under that certain Wichita Airport Authority Lease Agreement Lease originally signed ofFebruary 15, 2005 for the facility and improvements located at 2000 Airport Road, and amended December 1, 2009 (the "Lease"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Lease, and Assignee desires to accept the assignment of such right, title and interest in and to the Lease and to assume all of Assignor's rights and obligations under the Lease that may arise or are to be performed from and after the effective date of this Agreement; and

WHEREAS, Assignor has requested that the Lessor approve the assignment of Assignor's rights and obligations under the Lease to Assignee; and

WHEREAS, the Lessor is willing to grant this request of Assignor to assign its rights and obligations under the Lease to Assignee;

NOW THEREFORE: in consideration of the terms, covenants and promises, agreements and demises herein contained, and for other good and valuable consideration, each to the other given the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee and Lessor agree as follows:

A. The Assignor hereby transfers, assigns, and sets over to the Assignee all right, title and interest of the Assignor in and to the Lease.

B. In consideration therefor, the Assignee hereby accepts, assumes, takes over and succeeds to all of the Assignor's rights, duties, interests, liabilities and obligations under the Lease that arise or accrue from and after the effective date of this Agreement. Assignee agrees to all of the terms, conditions, provisions, covenants and obligations contained in the Lease which the Assignor is obligated to keep or perform to the extent such arise or accrue on or after the effective date of this Agreement and pursuant to the terms of the Lease, Assignee shall Indemnify and hold harmless the Lessor with respect to any and all such assumed duties, liabilities, or obligations.

C. In consideration therefor, the Assignor hereby remains liable for all of Assignor's rights, duties, interests, liabilities and obligations under the Lease which arose or accrued before the effective date of this Agreement. Assignor shall indemnify and hold harmless the Lessor with respect to any and all such duties, liabilities, or obligations.

D. This Assignment & Assumption shall be effective following the execution of this Assignment & Assumption by the Lessor.

E. This Assignment & Assumption Agreement is executed in multiple counterparts each of which contains all required original signatures and shall be considered an original on its own.

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment & Assumption
Agreement as of the dates set forth below.

ASSIGNOR:
Cessna Aircraft Company

By: _____

Its: _____

Date: _____

ASSIGNEE:
Yingling

By: _____

Its: _____

Date: _____

LESSOR:
WICHITA AIRPORT AUTHORITY

By: _____
Jeff Longwell, Mayor
_

_____
Victor D. White, Director of Airports

Date: _____

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____

City Attorney and Director of Law
Jennifer Magana

ASSIGNMENT & ASSUMPTION
AGREEMENT

THIS ASSIGNMENT & ASSUMPTION AGREEMENT ("AGREEMENT") is a triparty agreement made and entered into by and between Cessna Aircraft Company ("Assignor"), a Kansas corporation, Yingling Aircraft, Inc. ("Assignee"), a Kansas corporation, and the Wichita Airport Authority Wichita, Kansas ("Lessor") with reference to the following facts:

WHEREAS, Assignor is the tenant under that certain Wichita Airport Authority Lease Agreement originally signed December 21, 2004 (the "Ground Lease") for the property located at 2000 Airport Road; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Ground Lease, and Assignee desires to accept the assignment of such right, title and interest in and to the Ground Lease and to assume all of Assignor's rights and obligations under the Ground Lease that may arise or are to be performed from and after the effective date of this Agreement; and

WHEREAS, Assignor has requested that the Lessor approve the assignment of Assignor's rights and obligations under the Ground Lease to Assignee; and

WHEREAS, the Lessor is willing to grant this request of Assignor to assign its rights and obligations under the Ground Lease to Assignee;

NOW THEREFORE: in consideration of the terms, covenants and promises, agreements and demises herein contained, and for other good and valuable consideration, each to the other given the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee and Lessor agree as follows:

A. The Assignor hereby transfers, assigns, and sets over to the Assignee all right, title and interest of the Assignor in and to the Ground Lease.

B. In consideration therefor, the Assignee hereby accepts, assumes, takes over and succeeds to all of the Assignor's rights, duties, interests, liabilities and obligations under the Ground Lease that arise or accrue from and after the effective date of this Agreement. Assignee agrees to all of the terms, conditions, provisions, covenants and obligations contained in the Ground Lease which the Assignor is obligated to keep or perform to the extent such arise or accrue on or after the effective date of this Agreement and pursuant to the terms of the Ground Lease, Assignee shall Indemnify and hold harmless the Lessor with respect to any and all such assumed duties, liabilities, or obligations.

C. In consideration therefor, the Assignor hereby remains liable for all of Assignor's rights, duties, interests, liabilities and obligations under the Ground Lease which arose or accrued before the effective date of this Agreement. Assignor shall indemnify and hold harmless the Lessor with respect to any and all such duties, liabilities, or obligations.

D. This Assignment & Assumption shall be effective following the execution of this Assignment & Assumption by the Lessor.

E. This Assignment & Assumption Agreement is executed in multiple counterparts each of which contains all required original signatures and shall be considered an original on its own.

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment & Assumption Agreement as of the dates set forth below.

ASSIGNOR:
Cessna Aircraft Company

By: _____

Title: _____

Date: _____

ASSIGNEE:
Yingling Aircraft, Inc.

By: _____

Title: _____

Date: _____

LESSOR:
WICHITA AIRPORT AUTHORITY

ATTEST:

By: _____
Jeff Longwell, Mayor

_____
Karen Sublett, City Clerk

_____
Victor D. White, Director of Airports

Date: _____

Approved as to form:

_____
City Attorney and Director of Law
Jennifer Magana