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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. April 26, 2011

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Approve the minutes of the regular meeting on April 19, 2011

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. CONSENT PLANNING AGENDA (ITEMS 1 AND 2)

1. *DED2011-00001 -- Drainage and Utility Easement Dedication located south of Harry, east of West Street. (District IV)

   RECOMMENDED ACTION: Accept the Dedication.

2. *SUB2011-00003 -- Plat of Newmarket Office 2nd Addition located on the north side of 29th Street North and west of Maize Road. (District V)

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

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.

Fern Griffith, Housing Member is also seated with the City Council.

VII. 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.

IX. CONSENT AIRPORT AGENDA (ITEMS 1 AND 2)

1. *FlightSafety International, Inc. - Supplemental Agreement No. 5 - 1962 Midfield Road - Wichita Mid-Continent Airport.

   RECOMMENDED ACTION: Approve the Supplemental Agreement and authorize the necessary signatures.

2. *FlightSafety International, Inc. - 2021 South Eisenhower - Wichita Mid-Continent Airport.

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

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 15A)

1. Report of Board of Bids and Contracts dated April 25, 2011.

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

2. Applications for Licenses:

Renewal	2011	Address
Gail R Crump	GS Entertainment/dba Adult Superstore	5858 South Broadway

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

New	2011	(Consumption on premises)
Hideo L Hagen	Tsubasas*, LLC	8113 E Kellogg Avenue Suite 300

Renewal	2011	(Consumption on premises)
Mui Fong Yu	Toms Lotus Garden*	822 S Broadway

Renewal	2011	(Consumption off premises)
MD Arifur Rohman	Gulmohur Inc dba KC Gas and Grocery	1161 North Broadway

*General/Restaurant 50% or more gross revenue from sale of food.

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

4. Preliminary Estimates:
   a. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:
   a. Petition for Street Paving in Greenwich Office Park 2nd Addition, Berkeley Square First Addition and an unplatted tract, north of 13th, west of Greenwich. (District II)
   b. Water Distribution Systems in Ideal Acres, Gow Acres and Parkwilde Additions. (Districts IV and VI)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

6. Statement of Costs:
   a. Statement of Costs. (See Attached)

RECOMMENDED ACTION: Approve and file.

7. Consideration of Street Closures/Uses.
   a. Community Events - 8th Annual Link 4 Life Run. (District VI)

RECOMMENDED ACTION: Approve street closure.

8. Agreements/Contracts:
   a. KDHE Watershed Restoration and Protection Strategy Professional Services Agreement Geotechnical Services Inc.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

9. Property Acquisitions:
   a. Acquisition of a Temporary Easement at 3304 South Seneca for the Seneca, 31st Street South to Interstate 235 Road Improvement Project. (District IV)
   b. Acquisition of a Temporary Easement at 3324 South Seneca for the Seneca, 31st Street South to Interstate 235 Road Improvement Project. (District IV)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

10. Minutes of Advisory Boards/Commissions

Joint Investment Committee, March 3, 2011
Joint Investment Committee, March 28, 2011
Transit Advisory Board, April 8, 2011
Board of Electric Appeals, March 8, 2011
Wichita Public Library, March 15, 2011

RECOMMENDED ACTION: Receive and file.

11. Repair or Removal of Dangerous and Unsafe Structures. (Districts I, IV, and VI)

Property Address	Council District
a. 2603 / 2605 East Stadium (duplex)	I
b. 1731 North Volutsia	I
c. 3008 West Maple	IV
d. 2321 North Fairview	VI

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on June 7, 2011 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

12. Report on Claims for March 2011.

RECOMMENDED ACTION: Receive and file.

13. Acquisition by Eminent Domain of Tracts Required for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)

RECOMMENDED ACTION: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property; and directing the City Attorney to file the appropriate proceedings in the District Court to accomplish such acquisition.

14. Acquisition by Eminent Domain of Tracts Required for the Integrated Local Water Supply Plan. (Harvey County)

    RECOMMENDED ACTION: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property; and directing the City Attorney to file the appropriate proceedings in the District court to accomplish such acquisition.

15. Second Reading Ordinances: (First Read April 19, 2011)
    a. List of Second Reading Ordinances. (See Attached)

    RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow

Agenda Item No. V-1

City of Wichita
City Council Meeting
April 26, 2011

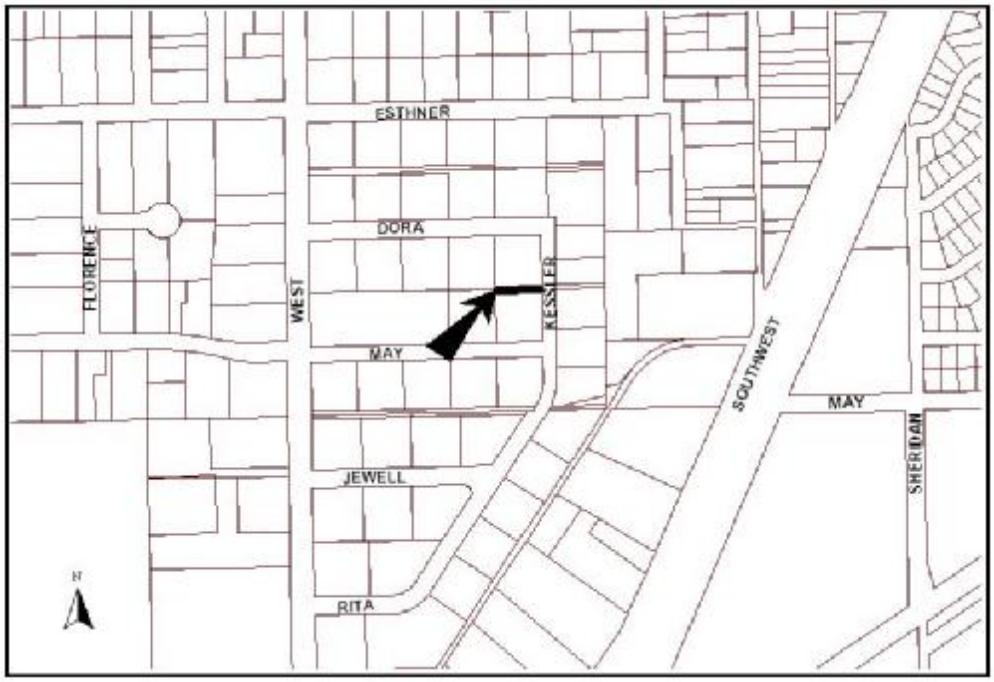
TO: Mayor and City Council

SUBJECT: DED2011-00001 -- Drainage and Utility Easement Dedication located south of Harry, east of West Street. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedication.



Background: The Dedication is associated with Lot Split Case No. SUB2011-00015 (West Warehouse Addition) and was requested by City Storm Water Management.

Analysis: The Dedication is for construction and maintenance of drainage systems and other public utilities.

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

Goal Impact: Approval of the dedication will Ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

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

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

Attachment: Drainage and Utility Easement Dedication.

DRAINAGE AND UTILITY EASEMENT

This EASEMENT made this 31 day of March, 2011, by and between Alandale Investments, Inc., a Kansas Corporation, of the first part and the City of Wichita 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 constructing, maintaining, and repairing a drainage system and all other public utilities over, along, and under the following-described real estate situated in Sedgwick County, Kansas; to wit:

The south half of the east 200.00 feet of Lot 11, Block 5, West Warehouse Addition to Wichita, Sedgwick County, Kansas

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

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

Alandale Investments, Inc.

By: Mark A Eaton

Mark A. Eaton, President

DED 2011-01
(SUB 2011-15)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, That on this 31st day of March, 2011, before me, a Notary Public, in and for the County and State aforesaid, came Mark A. Eaton, as President of Alandale Investments, Inc., a Kansas corporation, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

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

Chad R. Harrison
Notary Public

(My Appointment Expires: May 7, 2013)

CHAD R. HARRISON
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 5/7/2013

Agenda Item No. V-2

City of Wichita
City Council Meeting
April 26, 2011

TO: Mayor and City Council

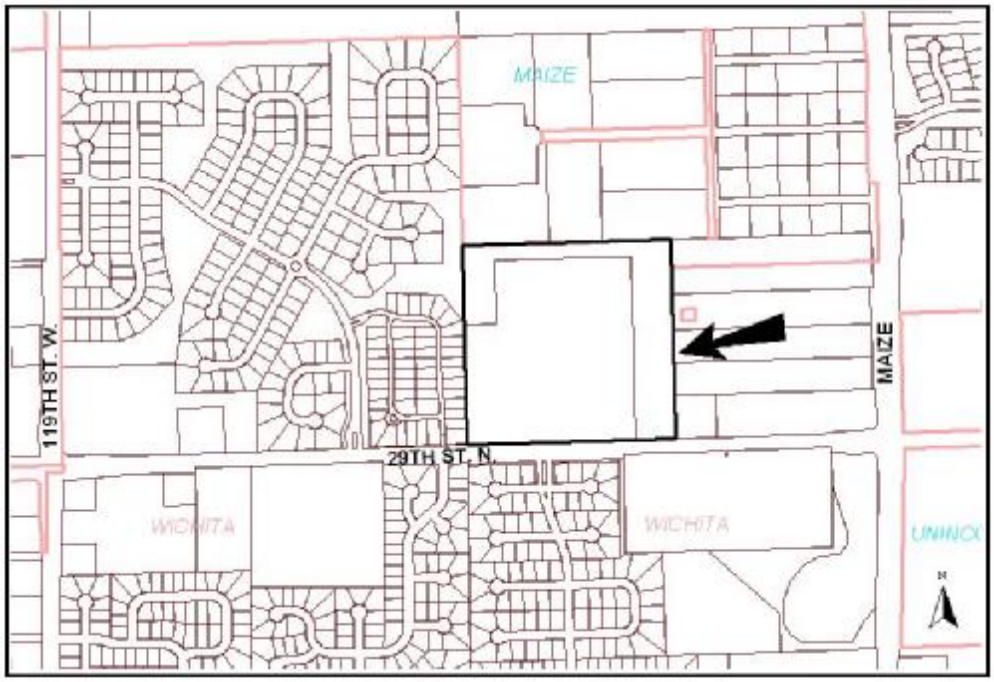
SUBJECT: SUB2011-00003 -- Plat of Newmarket Office 2nd Addition located on the north side of 29th Street North and west of Maize Road. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (13-0)



Background: The site, consisting of five lots on 3.1 acres, is a replat of the Newmarket Office Addition. The site is located within Wichita and is zoned GO General Office.

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petitions for sewer, water, drainage and paving improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance of the reserves.

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

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

Goal Impact: Approval of the plat will Ensure Efficient Infrastructure through the integration of streets,

utilities and other public facilities.

Legal Considerations: The Certificate of Petitions, Restrictive Covenant and Resolutions have been approved as to form by the Law Department and will be recorded by the Register of Deeds.

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

Attachments: Certificate of Petitions
Restrictive Covenant
Resolutions

132019

First Published in the Wichita Eagle on April 29, 2011

RESOLUTION NO. 11-089

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF WATER DISTRIBUTION SYSTEM NUMBER 448-90523 (NORTH OF 29TH ST, NORTH, WEST OF MAIZE) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING WATER DISTRIBUTION SYSTEM NUMBER 448-90523 (NORTH OF 29TH ST, NORTH, WEST OF MAIZE) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Water Distribution System Number 448-90523 (north of 29thSt. North, west of Maize).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Forty-Seven Thousand Dollars ($47,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after April 1, 2011, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Twenty-Four Thousand Four Hundred Three Dollars and Seventy-Two Cents ($24,403.72)

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NEWMARKET OFFICE 2ND ADDITION
Lots 1 through 5, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 5, Block 1, NEWMARKET OFFICE 2ND ADDITION shall each pay a portion of the total cost payable by the improvement district as follows:

Lot 1, Block 1, shall pay 14.2%
Lot 2, Block 1, shall pay 18.5%
Lot 3, Block 1, shall pay 15.7%
Lot 4, Block 1, shall pay 30.4%
Lot 5, Block 1, shall pay 21.2%

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of April, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF,
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on April 29, 2011

RESOLUTION NO. 11-090

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF WATER DISTRIBUTION SYSTEM NUMBER 448-90524 (NORTH OF 29TH ST, NORTH, WEST OF MAIZE) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING WATER DISTRIBUTION SYSTEM NUMBER 448-90524 (NORTH OF 29TH ST, NORTH, WEST OF MAIZE) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Water Distribution System Number 448-90524 (north of 29thSt. North, west of Maize).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Twenty-Five Thousand Dollars ($25,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after April 1, 2011, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Twenty Thousand Eight Hundred Ninety-Eight Dollars and Sixty-Eight Cents ($20,898.68)

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NEWMARKET OFFICE 2ND ADDITION
Lots 3 and 4, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 3 and 4, Block 1, NEWMARKET OFFICE 2ND ADDITION shall each pay a portion of the total cost payable by the improvement district as follows:

Lot 3, Block 1, shall pay 34.1%
Lot 4, Block 1, shall pay 65.9%

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of April, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF,
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on April 29, 2011

RESOLUTION NO. 11-091

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 20, MAIN 7, NORTHWEST INTERCEPTOR SEWER, (NORTH OF 29TH ST. NORTH, WEST OF MAIZE) 468-84751 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 20, MAIN 7, NORTHWEST INTERCEPTOR SEWER, (NORTH OF 29TH ST. NORTH, WEST OF MAIZE) 468-84751 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 20, Main 7, Northwest Interceptor Sewer, (north of 29th St. North, west of Maize) 468-84751.

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Thirty-Four Thousand Dollars ($34,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after April 1, 2011 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NEWMARKET OFFICE 2ND ADDITION
Lots 2 and 5, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 2 and 5, Block 1, NEWMARKET OFFICE 2ND ADDITION shall each pay a portion of the total cost payable by the improvement district as follows:
>
> Lot 2, Block 1, shall pay 67.2%
> Lot 5, Block 1, shall pay 32.8%

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of April, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF, DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on April 29, 2011

RESOLUTION NO. 11-092

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 21, MAIN 7, NORTHWEST INTERCEPTOR SEWER, (NORTH OF 29TH ST. NORTH, WEST OF MAIZE) 468-84752 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 21, MAIN 7, NORTHWEST INTERCEPTOR SEWER, (NORTH OF 29TH ST. NORTH, WEST OF MAIZE) 468-84752 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 21, Main 7, Northwest Interceptor Sewer, (north of 29th St. North, west of Maize) 468-84752.

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Twenty-Two Thousand Dollars ($22,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after April 1, 2011 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NEWMARKET OFFICE 2ND ADDITION
Lots 3 and 4, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 3 and 4, Block 1, NEWMARKET OFFICE 2ND ADDITION shall each pay a portion of the total cost payable by the improvement district as follows:
>
> Lot 3, Block 1, shall pay 34.1%
> Lot 4, Block 1, shall pay 65.9%

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of April, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF, DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on April 29, 2011

RESOLUTION NO. 11-093

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 376 (NORTH OF 29TH ST. NORTH, WEST OF MAIZE) 468-84753 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 376 (NORTH OF 29TH ST. NORTH, WEST OF MAIZE) 468-84753 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Drain No. 376 (north of 29th St. North, west of Maize) 468-84753.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Eight Hundred Forty-Eight Thousand Dollars ($848,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after April 1, 2011, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NEWMARKET OFFICE 2ND ADDITION
Lots 1 through 5, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 5, Block 1, NEWMARKET OFFICE 2ND ADDITION shall each pay a portion of the total cost payable by the improvement district as follows:
>
> Lot 1, Block 1, shall pay 5.8%
> Lot 2, Block 1, shall pay 7.6%
> Lot 3, Block 1, shall pay 26.6%
> Lot 4, Block 1, shall pay 51.4%
> Lot 5, Block 1, shall pay 8.6%

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of April, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on April 29, 2011

RESOLUTION NO. 11-094

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON PARKDALE CIRCLE FROM 29TH ST. NORTH TO THE SOUTH LINE OF RESERVE "D" (NORTH OF 29TH ST. NORTH, WEST OF MAIZE) 472-84990 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON PARKDALE CIRCLE FROM 29TH ST. NORTH TO THE SOUTH LINE OF RESERVE "D" (NORTH OF 29TH ST. NORTH, WEST OF MAIZE) 472-84990 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on Parkdale Circle from 29th St. North to the south line of Reserve "D" (north of 29th St. North, west of Maize) 472-84990 Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Five Hundred Seventy-Seven Thousand Dollars ($577,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after April 1, 2011, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NEWMARKET OFFICE 2ND ADDITION
Lots 1, 2 and 5, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1, 2 and 5, Block 1, NEWMARKET OFFICE 2ND ADDITION shall each pay a portion of the total cost payable by the improvement district as follows:
>
> Lot 1, Block 1, shall pay 26.3%
> Lot 2, Block 1, shall pay 34.4%
> Lot 5, Block 1, shall pay 39.3%

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

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of April, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on April 29, 2011

RESOLUTION NO. 11-095

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON PARKDALE CIRCLE FROM THE SOUTH LINE OF RESERVE "D" TO AND INCLUDING THE CUL DE SAC (NORTH OF 29TH ST. NORTH, WEST OF MAIZE) 472-84991 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON PARKDALE CIRCLE FROM THE SOUTH LINE OF RESERVE "D" TO AND INCLUDING THE CUL DE SAC (NORTH OF 29TH ST. NORTH, WEST OF MAIZE) 472-84991 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on Parkdale Circle from the south line of Reserve "D" to and including the cul de sac (north of 29th St. North, west of maize) 472-84991 Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Five Hundred Twenty Thousand Dollars ($520,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after April 1, 2011, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

NEWMARKET OFFICE 2ND ADDITION
Lots 3 and 4, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

> That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 3 and 4, Block 1, NEWMARKET OFFICE 2ND ADDITION shall each pay a portion of the total cost payable by the improvement district as follows:
>
> Lot 3, Block 1, shall pay 34.1%
> Lot 4, Block 1, shall pay 65.9%

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

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of April, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

CERTIFICATE

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

We, Newmarket Office, L.L.C., owner of Newmarket Office 2nd do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Paving, Incidental Drainage (2)
2. Sanitary Sewer (2)
3. Water (2)
4. Storm Water Sewer (1)

As a result of the above mentioned petition for improvements, lots or portions thereof within Newmarket Office 2nd may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 21st day of March, 2011.

NEWMARKET OFFICE, L.L.C.

By: _____
Jerry Jones, Vice President

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

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

Dated this 21st day of March, 2011.

SARAH E. HATTRUP
Notary Public - State of Kansas
My Appt. Expires 12/10/12

Notary Public

My Appointment Expires: December 10, 2012

Approved as to form:

_____
Gary E. Rebenstorf,
Director of Law

PEC Project No.36-10553-6364

RESTRICTIVE COVENANT

This covenant, executed this 21st day of March, 2011.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as NewMarket Office 2nd, an Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Commission regarding the establishment of an owners' association, providing for the ownership and maintenance of the reserves being platted and the "Parking Strips" along 29th Street North.

NOW, THEREFORE, the undersigned does hereby subject NewMarket Office 2nd, an Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. At such time as the said property shall become developed by erection of improvements thereon, the undersigned agrees to cause an association to be formed to provide for the care, maintenance, and upkeep of the reserves, common areas, and "Parking Strips" along 29th Street North.

2. The reserves located in said addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.

3. Until said reserves are so conveyed, the ownership and maintenance of the reserves, shall be by the undersigned.

4. In the event that the undersigned or the association, its successors or assigns, shall fail at any time to maintain the drainage systems within the reserves or common areas or fail in any manner to fulfill their obligations relating to the reserves or common areas, the City of Wichita may serve a written Notice of Delinquency upon the undersigned or the association setting forth the manner in which the undersigned or the association has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the undersigned or the association may fulfill the obligations. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent the reserves or common areas from becoming a nuisance, may enter upon said reserves or common areas and perform the obligations listed in the Notice of Delinquency. All

costs incurred by the City of Wichita in carrying out the obligations of the undersigned may be assessed against the reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said reserves. Should the undersigned or the association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, may within the twenty-day period to be provided in said notice, apply for a hearing before the City Council to appeal said assessments and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

5. No retaining wall, solid fences, earth berm, or mass planting shall be placed or permitted within the drainage and utility easements adjacent to the reserves being platted. Nor shall any other planting be permitted therein which would materially interfere with the flow of storm water run-off through said easement. Any plantings proposed within this easement shall be reviewed by the City Forester prior to installation. Any change of grade is prohibited.

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

EXECUTED the day and year first above written.

NEWMARKET OFFICE, LLC

By: _____
Jerry Jones, Vice President

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me on this 21st day of March, 2011, by Jerry Jones, Vice President of NewMarket Office, LLC.

SARAH E. HATTRUP
Notary Public - State of Kansas
My Appt. Expires 12/16/12

_____
Notary Public

My appointment expires: December 16, 2012

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

PEC Project No.36-10553-6364

City of Wichita
City Council Meeting
April 26, 2011

TO: Wichita Airport Authority

SUBJECT: FlightSafety International, Inc. – Supplemental Agreement No. 5
1962 Midfield Road
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: Since 1988, FlightSafety International, Inc. (FSI) has occupied the maintenance training facility located at 1962 Midfield Road from the Wichita Airport Authority (WAA). In August 2002, WAA approved extending FSI's agreement from March 31, 2020, through October 31, 2021, and added two, five-year options to renew through 2031. FSI staff is now desirous of amending the Agreement for the existing facility.

Analysis: Lease negotiations between WAA and FSI for major new FSI maintenance training facilities included retention of the existing FSI maintenance campus. In order to benefit both parties, FSI will continue to lease the existing facility while building another maintenance facility on Airport property, located at 2021 South Eisenhower. It is expected that the new training facility will significantly increase the number of international visitors who will come to Wichita and create a positive economic impact on the greater Wichita community.

Financial Considerations: The revised land rental rate of $.1982 per sq. ft. will result in annual revenue to the WAA of $9,900 for use of the land. This represents a decrease of $5,500 compared to the previous year, which is an offset to the new revenue of $61,800 from the land rental for the new facility. The terms of the Agreement will not change. FSI will have the right to cancel the Agreement by providing six months advance written notice.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through negotiating mutually-beneficial agreements which allow Mid-Continent's business partners to develop new facilities on the Airport, which in turn, generate rental income for the WAA and allows the Airport to continue its operation on a self-sustaining basis.

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

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

Attachments: Supplemental Agreement.

SUPPLEMENTAL AGREEMENT NO. 5

By and Between

THE WICHITA AIRPORT AUTHORITY

and

FLIGHTSAFETY INTERNATIONAL, INC.

Use of Land – 1962 Midfield Road
Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 5, dated April 26, 2011, is made between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, the (LESSOR); and FLIGHTSAFETY INTERNATIONAL, INC., the (LESSEE).

The parties previously entered into an Agreement dated October 4, 1988 for use of land on Wichita Mid-Continent Airport located at 1962 Midfield Road for aviation purposes or purposes incidental or related thereto and the primary purpose shall be used for the training of aviation personnel and the administration thereof;

That original agreement has been modified by Supplement Agreement No. 1, dated February 6, 1989; Supplemental Agreement No. 2, dated February 18, 1997; Supplemental No. 3, dated August 6, 2002; and, with the most recent supplement, dated October 22, 2002; and

The LESSOR and LESSEE now wish to enter into this Supplemental Agreement No. 5 to adjust the land rental amounts and modify certain language of the Agreement.

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

1.

Land Rent. Article 5, "Rental" of the original Agreement, and Article 3, "Land Rent" of Supplemental Agreement No. 3, is hereby deleted in entirety, and replaced with the following language:

Land rental during the term of this Agreement shall be modified as follows:

INITIAL TERM EXTENSION 50,063 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
11/01/2011	-	10/31/2016	.1982	$9,922.49	$ 826.87
11/01/2016	-	10/31/2021	.2081	$10,418.11	$ 868.18

2.

Land Rent During Renewal Options. Article 5, "Land Rent During Renewal Options" of Supplemental Agreement No. 3, is hereby deleted in entirety, and replaced with the following language:

Land rent for the use of said premises during the Renewal Options shall be as follows:

LAND RENT – OPTION 1 50,063 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
11/01/2021	-	10/31/2026	.2185	$10,938.77	$ 911.56

LAND RENT – OPTION 2 50,063 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
11/01/2026	-	10/31/2031	.2294	$11,484.45	$ 957.04

3.

<u>Cancellation by Lessee</u>. Article 21, "Cancellation by Lessee" of the original Agreement, is hereby modified to include the following language:

The LESSEE, in addition to any other rights to which the LESSEE may be entitled by law or otherwise, may cancel this Agreement without cause by giving LESSOR six (6) months' advance written notice.

4.

<u>Other Terms</u>. It is understood and agreed that except as modified herein all other terms and conditions of the original Agreement, as amended, shall remain in full force and effect.

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_____
Carl Brewer, President

"LESSOR"

By _____
Victor D. White, Director of Airports

ATTEST: FLIGHTSAFETY INTERNATIONAL, INC.

By _____

Title _____

By _____

Title _____

"LESSEE"

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

City of Wichita
City Council Meeting
April 26, 2011

TO: Wichita Airport Authority

SUBJECT: FlightSafety International, Inc.
2021 South Eisenhower
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: FlightSafety International, Inc. (FSI) has leased property from the Wichita Airport Authority (WAA) for the purpose of pilot and aircraft maintenance training since 1975. The leaseholds now include four facilities located at 1962 Midfield Road, 1851 Airport Road, 1951 Airport Road, and 2 Learjet Way at Mid-Continent Airport. FSI staff is now desirous of leasing land to construct a maintenance training facility located at 2021 South Eisenhower. The new facility will primarily train aircraft maintenance technicians for Cessna aircraft. The expanded growth will create hands-on training opportunities that were not previously available. This training program will potentially create new jobs and will significantly increase the number of people from all over the world who will visit Wichita. Therefore, this will have a positive economic effect on the greater Wichita community.

Analysis: FSI proposes to lease approximately seven acres of land from the WAA to construct a 65,000 sq. ft. aircraft maintenance training facility that will be located on the east side of the Airport and next to the Cessna Citation Service Center. The initial term of the lease is thirty years with two, five-year option terms. The estimated project cost is $7 million, which will be provided entirely by FSI. It is the WAA's policy that all facilities located on Mid-Continent Airport and Colonel James Jabara Airport are owned by the WAA, with the exception of a few governmental facilities.

Financial Considerations: The land rental rate of $.1982 per sq. ft. will result in new annual revenue to the WAA of $61,800 for use of the land. The land rental rate will increase five percent every five years, which is consistent with the WAA's published land rental rate schedule.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through entering into agreements which allow Mid-Continent's business partners to develop new facilities on the Airport, which in turn, generate rental income for the WAA and allows the Airport to continue its operation on a self-sustaining basis.

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

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

Attachments: Agreement.

USE AND LEASE AGREEMENT

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas
and

FLIGHTSAFETY INTERNATIONAL, INC.

for

Aviation and Aeronautical Training Services
Wichita Mid-Continent Airport
2021 S. Eisenhower
Wichita, Kansas

THIS AGREEMENT is entered into this April 26, 2011, between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (LESSOR) and FLIGHTSAFETY INTERNATIONAL, INC. (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 this Agreement by and through its governing body; and

WHEREAS, LESSEE desires to lease the parcel or parcels of land defined below (Premises) on the campus of Wichita Mid-Continent Airport (Airport) operated and regulated by LESSOR from LESSOR under the terms and conditions set forth below in this Use and Lease Agreement (Agreement).

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, LESSOR and LESSEE 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 2021 S. Eisenhower, consisting of 311,608 sq. ft. of land (Land), as set forth and shown on the attached **EXHIBIT "A"**. The premises (Premises) shall include the Land and any facilities, structures and improvements located and constructed on the Land.

Except as may be otherwise expressly provided in this Agreement, 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 thereto except to the extent that may otherwise be expressly provided in this Agreement.

2. PERMITTED USE OF PREMISES

Upon performance of all provisions contained in this Agreement, LESSEE shall have the right of use of the Premises to engage in commercial activities for aviation purposes or purposes incidental or related thereto in support of aviation and aeronautical training, and the support and administration thereof. LESSEE shall also have the right of ingress and egress, in common with others, for both vehicles and aircraft, for the benefit of its customers, agents, invitees, contractors, representatives and employees, to be exercised in a reasonable manner. This may include the right of ingress and egress for activities incidental or related to LESSEE'S approved activities, and for no other purposes except as may be approved in writing by LESSOR. As required by Kansas state statute, 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 aviation and aeronautical training, and the support and administration thereof.

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.

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

LESSEE, its affiliated entities, subsidiaries, employees, agents, representatives, contractors, and subcontractors, will not transact or otherwise engage in any other activities, business, and/or services on or from the Premises, except as 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.

3. PROHIBITED USE OF PREMISES

The Premises shall not be used for any purpose not expressly authorized in Section 2. The following services and concessions, although potentially allowable under Section 2, shall be specifically prohibited on or from the Premises or any other location at the Airport without the prior written consent of the LESSOR, and then only with provisions for payment of fees, charges, or percentage of gross sales as may be deemed reasonably appropriate by the LESSOR, and complying with the requirements of Section 24:

(a) Commercial catering, restaurant and/or lounge concessions, except as may be incidental to aviation purposes, customer support and convenience, or other courtesy/complimentary services, or commercial vending operations on the Premises;

(b) Subleasing, permitting or contracting the Premises or portions thereof to any party not actively and professionally engaged in an aeronautical activity;

(c) Commercial (for hire) ground transportation;

(d) Commercial "paid" parking;

(e) Commercial hotel or lodging;

(f) Commercial outdoor advertising;

(g) Sale of non-aviation products and services;

(h) Sale of aviation fuels, or other fuel or lubricant products;

(i) Sale of airframe and powerplant maintenance or modification services;

(j) Sale of airframe, powerplant and accessory parts and components;

(k) Revenue-producing communication systems or systems not directly applicable to LESSEE's operations on the Premises;

(l) Automobile rental service; however, LESSOR shall not object to LESSEE subleasing to a nationally recognized rental car company to service Lessee's customers or to LESSEE serving as agent for a rental car company for the same purpose, subject to the requirements of Section 24.

(m) Any activity reasonably considered by LESSOR not to be aviation purposes or purposes incidental or related thereto in support of aviation and aeronautical training, and the support and administration thereof.

4. 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.

5. INITIAL TERM

The initial term of this Agreement shall be for a period commencing on the date ("Commencement Date") that Tenant obtains a Certificate of Occupancy issued by the City of Wichita Office of Central Inspection for the Initial Improvements, and expiring on the date ("Expiration Date") that is the last day of the thirtieth year, unless otherwise terminated under provisions agreed to herein.

6. OPTION TERM

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 rental or other payments to LESSOR at the time such notice exercising the Option Term is given. If LESSEE chooses to exercise its option to renew, 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 shall be void.

7. LAND RENT DURING INITIAL TERM

Upon LESSEE's receipt of a Certificate of Occupancy issued by the City of Wichita Office of Central Inspection for LESSEE's training facility (Rent Commencement Date), LESSEE shall commence payment to LESSOR of basic Land rental for the Premises generally located at 2021 S. Eisenhower, containing 311,608 sq. ft. of Land. That rent shall be calculated, due and payable as follows:

INITIAL TERM 2021 S. Eisenhower – 311,608 Sq. Ft.			
Commencement Date _____ Years	Rate Per Sq. Ft.	Annual	Monthly
1-5	.1982	$61,760.71	$5,146.73
6-10	.2081	$64,845.62	$5,403.80
11-15	.2185	$68,086.35	$5,673.86
16-20	.2294	$71,482.88	$5,956.91
21-25	.2409	$75,066.37	$6,255.53
26-30	.2529	$78,805.66	$6,567.14

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 within ten (10) days of the dates due as set forth in this Section, then LESSOR may charge LESSEE a monthly service charge in any amount up to the maximum allowable under Kansas law on any such overdue amount, plus reasonable attorneys' and administrative fees incurred by LESSOR in attempting to obtain payment.

Any amounts due LESSOR from LESSEE for utility, maintenance, reimbursements, or other special charges will be paid by LESSEE within thirty (30) days of the date of the invoice.

8. FACILITY RENT DURING OPTION TERM

Facility rental for all facilities, structures, fixtures and improvements on the Land during the Option Term periods shall be set in an amount equal to fair market value, such fair market value shall be the mutually agreed-upon fair market value for lease of such facilities (excluding the Land). If the parties are unable to agree as to such fair market value on or before sixty (60) days prior to the effective date, the matter shall be submitted to two independent real estate appraisers, one chosen by LESSOR and one chosen by LESSEE. If LESSOR and LESSEE do not agree as to the fair market value after receiving the two appraisals, the two appraisers shall select a third appraiser who will determine the fair market rental at an amount between the first two appraisals and such an amount shall be final and binding. Each of the appraisers shall be possessed of

recognized skill and experience in airport real estate evaluation. The cost of such appraisals shall be shared equally by LESSOR and LESSEE.

9. LAND RENT DURING OPTION TERM

It is understood and agreed that basic land rental during the Option Term(s), if exercised, shall be calculated, due and payable as follows:

FIRST OPTION TERM 2021 S. Eisenhower – 311,608 Sq. Ft.			
Years	Rate Per Sq. Ft.	Annual	Monthly
31-35	.2655	$82,731.92	$6,894.33

SECOND OPTION TERM 2021 S. Eisenhower – 311,608 Sq. Ft.			
Years	Rate Per Sq. Ft.	Annual	Monthly
36-40	.2788	$86,876.31	$7,239.69

10. PLACE OF PAYMENTS

LESSEE shall make all payments in a form acceptable to the LESSOR made payable to the Wichita Airport Authority, and all payments and reports shall be delivered or mailed to:

Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

or such other address as designated in writing.

11. LESSEE'S RIGHTS AND PRIVILEGES

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

(a) The rights to install, operate, repair, and store upon the Premises all personal property and fixtures necessary for the conduct of LESSEE's lawful business.

(b) The right of ingress and egress to and from the Premises, which rights shall extend to LESSEE's customers, agents, invitees, contractors, representatives and employees; subject, however, to all reasonable security regulations; and

(c) The right in common with others authorized to do so, to use the common areas of the Airport.

(d) The right to uninterrupted taxiway connection and access from the Premises to the LESSOR's AOA connecting and adjacent to the Premises.

12. 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 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 47.

(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.

13. 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 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 adversely affect, infringe upon, block or interrupt the operations or business activity of other airport tenant leaseholds.

14. DESIGN AND CONSTRUCTION

LESSEE agrees to construct an approximately 64,573 sq. ft. facility or facilities on the Premises shown on Exhibit "A". LESSEE warrants that the improvements, 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 improvements. If construction of the facilities on the Premises has not commenced within one hundred eighty (180) days from the commencement of the Initial

Term of this Agreement, then LESSOR shall have the option of giving notice of cancellation of this Agreement. If a Certificate of Occupancy is not issued by the City of Wichita for the facilities on the Premises within eighteen (18) calendar months from the issuance of construction notice-to-proceed, plus such additional time period as may be required due to construction delays or other events beyond the reasonable control of LESSEE, then LESSOR shall have the option of giving notice of cancellation of this Agreement. LESSOR may extend such time periods in writing at its sole reasonable option. If the Agreement is cancelled due to failure to construct the facilities, LESSEE shall, at LESSEE's sole expense, be required to restore the Premises to a like and comparable condition as existed at the commencement date of this Agreement within a commercially reasonable time. Irrespective of notice of cancellation under this Section, LESSEE shall be obligated for all rental payments under this Agreement until the Premises are both restored and vacated.

LESSEE agrees to and 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 approval not to be unreasonably withheld or unduly delayed with adherence to the terms and conditions of this Agreement and to any additional design and construction standards, Airport Standard Operating Procedures, Airport Security Program, and all other applicable regulations, codes and requirements set out by LESSOR. 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.

A storm water management plan developed by an engineer familiar with storm water management must be submitted 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 the Federal Aviation Administration. No construction, development or subsequent activities shall be allowed to cause adverse drainage issues such as erosion, blocking the flow of water, etc. Upon LESSOR'S approval of facilities and improvements plans and specifications, such approvals not to be unreasonably withheld or unduly delayed the LESSEE and LESSEE's employees, contractors, subcontractors, suppliers, agents, customers, business invitees, 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.

For any construction on the Premises, LESSEE shall purchase and maintain a builder's risk insurance policy, or require its prime contractor to carry such a policy, in a sum equal to the full project value, with insurer licensed in the State of Kansas. This coverage shall be in effect from the date of the construction notice-to-proceed and until all financial interest ceases. The Wichita Airport Authority and the City of Wichita shall be named as additional insured on such policies.

LESSEE agrees: (1) construction shall be administered and observed on-site by construction and/or design professionals 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 repair or replace, at LESSEE's expense and to LESSOR's reasonable satisfaction, property damaged in the construction of the facilities and improvements by LESSEE, its contractors, agents or employees; and (4) to provide LESSOR, within ninety (90) days following occupancy of the facilities, a complete reproducible set of as-built record drawings and an electronic file containing the same in a format specified by LESSOR, 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 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. This obligation to cure deficiencies in the improvements to the Premises by performance in a good and skilled manner shall survive this Agreement and be governed by K.S.A. 60-507.

The approvals of this Section shall be deemed approval by the Wichita Airport Authority, as LESSOR, in its capacity as a property owner and landlord, but shall not be deemed approvals as required for the Zoning Code, Building Code, or any other approval required by the City of Wichita in a regulatory or governmental capacity. Notwithstanding any other indemnity provision, LESSEE shall indemnify and hold the LESSOR harmless for any liability for regulatory or governmental approvals or the failure to obtain the same. LESSEE shall be responsible for obtaining all permits and approvals required for the construction, maintenance, operation and use of all facilities on the Premises. 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; provided that LESSEE shall not be liable for any delays

in construction occasioned by this coordination with the LESSOR that are outside of the control of the LESSEE.

15. FUTURE ALTERATION AND IMPROVEMENT STANDARDS

During the Initial and Option Term(s) of this Agreement, LESSEE may, with prior written approval of LESSOR, and by lease amendment, if appropriate, add to, improve, or alter the Premises subject to all conditions set forth herein. The LESSOR's review and approval shall not be unreasonably withheld or unduly delayed. Any such addition or alteration shall be performed in a good and skilled manner in accordance with all applicable governmental regulations, building codes, LESSOR's design and construction standards, Airport Rules and Regulations, Airport Standard Operating Procedures, Airport Security Program, and all other applicable regulations, codes and requirements. 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, or change the purpose for which the building or any part thereof, may be used. Design, construction and approval of any additional facility on the Premises or any alteration to existing facilities on the Premises shall adhere in all respects and be subject to all the requirements and obligations established in Section 14. 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 and/or the Transportation Security Administration for approval.

16. 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. LESSEE agrees to require contractors to name the Wichita Airport Authority and the City of Wichita as beneficiaries of the required performance bond and the LESSOR and the City of Wichita as additional insureds, as their respective interests may appear, in any comprehensive accident or general liability insurance; builder's risk insurance; or any other policies required of the LESSEE relating to the construction of the Premises.

17. 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. This Section shall have no effect on LESSEE'S obligations created under Section 14.

18. TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES

It is understood and agreed that title to the Premises, and to all existing structures, facilities and improvements, or future facilities and improvements constructed by or placed on the Premises by LESSEE shall be, and shall remain, exclusively with LESSOR, the Wichita Airport Authority,

LESSEE shall, without cost to LESSOR, furnish and install all non-attached furniture, movable partitions, decorations, accessories, equipment, 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.

All training systems and similar devices, although attached to the Premises, which are necessary for the conduct of LESSEE'S business, shall be personal property under this Agreement, and title/ownership 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.

19. 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 its interest in the Premises is a leasehold, and that notwithstanding its construction of improvements on the Premises, such improvements accrue to the LESSOR and that it has no equity interest in the Premises which can support a mortgage lien.

20. TAXES, LICENSES AND PERMITS

LESSEE shall promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation or lease of the Premises. LESSEE may elect, however, at its own cost and expense, to contest any such tax, excise, levy, or assessment. LESSEE will keep current all Federal, State or local licenses, operating certificates or permits required for the conduct of its business. LESSEE represents and warrants to LESSOR that it has obtained all license, franchise, operating certificates or other agreements or permits necessary to operate LESSEE's business in accordance with the terms of this Agreement, and LESSEE covenants to keep all such licenses, franchises, permits, operating certificates and other agreements in full force and effect during the Term of this Agreement.

LESSEE shall pay all lawful taxes and assessments which, during the term hereof, may become a lien upon or which may be levied by the State, County, City or any other tax levying body, upon the leased Premises or upon any taxable interest of LESSEE acquired in 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, as well as LESSEE shall also pay all lawful

taxes and assessments on taxable property, real or personal, owned by LESSEE in and about said Premises. Nothing in this Section shall prevent LESSEE from contesting the legality, validity or application of any such tax or assessment to the full extent LESSEE may be lawfully entitled so to do.

21. 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.

22. UTILITY FACILITIES

All utilities shall be installed 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 18, and shall become the owned property of LESSOR. All utility facilities installations shall meet the requirements of Section 14 of this Agreement.

23. 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 such consent not to be unreasonably withheld or unduly delayed. 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.

24. SUBLEASING, PERMITTING AND CONTRACTING

LESSEE will not sublease, rent or permit any persons, firms or corporations to occupy any part of the Premises, or to provide any type of commercial operation, aviation or otherwise, on the Premises without having first received the prior written consent of LESSOR, such consent not to be unreasonably withheld or unduly delayed 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 Section 2 and 3 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.

25. 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 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.

All insurance certificates will state that all coverages are in effect and shall not be cancelled or non-renewed without thirty (30) days prior written notice to the Certificate Holder (10 day notice for non-payment of premium). The LESSOR reserves the right to request and receive for review certified copies of any and all insurance policies to which this Agreement is applicable prior to commencement of work. The failure of LESSOR to reject the LESSEE'S certificate of insurance shall not be deemed to constitute an acceptance by the LESSOR of a deficient certificate of insurance. 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, commercial general liability (minimum of $1,000,000 per occurrence) and commercial automobile liability (minimum of $1,000,000 combined single limit). LESSEE shall require in any approved sublease that the Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds on the SUBLESSEE'S commercial 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.

Insurance shall include the following terms, conditions and minimum limits:

a) <u>WORKERS' COMPENSATION</u>

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.

Employers Liability Limits	$1,000,000/$1,000,000/$1,000,000

b) COMMERCIAL AUTOMOBILE LIABILITY

LESSEE shall maintain commercial automobile insurance, including contractual liability coverage. Coverage shall include all owned, non-owned and hired automobiles used in connection with the services or other work performed on the Premises and in conjunction thereof, and shall have minimum bodily injury and property damage limits as outlined herein. An MCS-90 endorsement shall be procured, when applicable.

Combined Single Limit	$1,000,000 Each Accident

c) COMMERCIAL GENERAL LIABILITY

LESSEE shall maintain Commercial General Liability Insurance on an occurrence form. Coverage shall include on-going operations, product/completed operations (minimum of two years following the project completion) and Personal and Advertising Injury. Minimum limits, as outlined herein, shall be:

General Aggregate (per project)	$2,000,000
Products/Completed Operations	$2,000,000
Personal and Advertising Injury	$1,000,000
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 Employers Liability, Commercial General Liability and Commercial Automobile Liability) of:

Each Occurrence Limit	$2,000,000
Annual Aggregate Limit	$2,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds covered under this umbrella/excess liability coverage.

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 all policies or certificates evidencing that such insurance are in full force and effect, and stating the terms thereof. This Agreement shall not commence until policies or certificates of insurance reasonably satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR undated 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 cancellation of this Agreement as set forth in Section 28 of this Agreement.

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

26. PROPERTY DAMAGE INSURANCE

LESSEE, at its expense, throughout the term of this Agreement, shall cause the facilities, structures and improvements on the Premises to be insured against loss or damage by fire or other casualty equal to the full replacement value thereof and by an all risk coverage policy furnished by a company licensed to do business in Kansas. Such policy shall not exclude, or in the alternative, shall carry full coverage endorsements for damage from tornado, hail, flood, and sewer backup, 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 45. LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of all policies or certificates evidencing that such insurance are in full force and effect, and stating the terms thereof. This Agreement shall not commence until policies or certificates of insurance reasonably satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR undated 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 cancellation of this Agreement.

27. 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 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, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver without diminution of LESSOR coverage.

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

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 Agreement 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 a 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 obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSEE are 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 Initial or Option Term(s), 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 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 default 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 cancel this lease 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.

29. CANCELLATION BY LESSEE

The LESSEE, in addition to any other rights to which the LESSEE may be entitled by law or otherwise, may cancel this Agreement 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 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) 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. If 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 45.

30. MAINTENANCE AND REPAIR

LESSEE shall maintain and keep in good repair and condition at its sole cost and expense the Premises as follows:

(a) Exterior of structures, and all exterior mechanical systems (heating, ventilation and air conditioning, and associated motors, boilers, chillers and ducting). "Exterior of structures" shall include but is not limited to the roofs, exterior façade and siding, exterior walls, gutters, downspouts, and load bearing structures of the buildings.

(b) The interior of all structures on the Premises including, but not limited to leasehold improvements, glass, paint, ballast and light bulb replacement, doorways, doors, walls, floors, plumbing, electrical, interior mechanical systems (heating, ventilation and air conditioning, and associated motors, boilers, chillers, ducting and filters), decorations and finishes, plumbing fixtures, equipment and furnishings, telephone, communication and data cables, conduit and accessories, piping, motors, signs, and any other repairs as required or necessary to keep all structures on the Premises in proper condition for the conduct of business.

(c) Grading and drainage systems and drains, paving, lighting, parking lots, fencing, streets and roadways within the Premises.

(d) Connection of all utilities including, but not limited to, underground utility lines and connections within the leased Premises, connection and other fees.

(e) From time to time and as often as reasonably required by LESSOR and in accordance with state and local fire codes, conduct appropriate tests of all fire monitoring, alarm and extinguishing equipment, systems and apparatus located on the Premises. Keep in proper functioning order all fire suppression and extinguishing systems and equipment located on the Premises as required by LESSOR, and in accordance with NFPA, and state and local fire codes.

(f) All janitorial service, landscaping, landscape maintenance and mowing, and daily routine Premises clean-up work and trash removal to keep the Premises in good and tenantable condition throughout the term of this Agreement.

(g) LESSEE shall be responsible for the removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the leased Premises or out of its operation. Such removal shall conform to all governmental requirements and regulations as more fully described herein. Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine clean-up of the Premises. LESSEE shall immediately react and take prompt corrective actions to remove and dispose of any paper, garbage and debris on Premises upon demand of LESSOR. LESSEE shall provide, and screen from public view, suitable covered receptacles for all garbage, trash and other refuse. Piling of boxes, cartons, barrels, pallets or other similar items in an unsightly or unsafe manner on or about the Premises is forbidden.

(h) Should LESSEE fail to perform its upkeep, maintenance and repair responsibilities, LESSOR may, but is not obligated to, perform maintenance and make repairs thereon and thereto which it determines to be necessary, charging the same to the expense of LESSEE upon thirty (30) days prior written notice of its intent to do so; except in case of emergency action taken in order to protect against personal injury or property damage, for which no notice is necessary, plus a twenty percent (20%) administrative fee.

31. 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 <u>not</u>:

(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, the Wichita Airport Authority and the City of Wichita as additional insureds.

32. 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.

33. 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 have no rights to erect or install, or cause or consent to be erected or installed any commercial outdoor advertising by an outdoor commercial advertising agency.

LESSEE shall not erect, install, operate, nor cause or permit to be erected, installed, or operated upon any non-leased Premises of the Airport property, any signs, banners, or other similar devices for its own business, or the business of others. 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.

34. 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, which does not qualify as a building or structure under Title 18 of the Code of the City of Wichita. 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.

35. 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 (which LESSOR represents are set forth in EXHIBIT "A"), 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.

36. 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 29.

37. MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

LESSOR may, with due notice, from time-to-time, adopt and enforce reasonable minimum standards for Commercial Aeronautical Activities, 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 Initial 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 initial Agreement.

38. 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.

39. 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.

40. FIRE EQUIPMENT AND SYSTEMS

LESSEE shall furnish and maintain on the Premises sufficient smoke detectors, portable fire extinguishing equipment and sufficient fire suppression as maybe required by city code and insurance underwriters.

41. ENVIRONMENTAL ASSESSMENT

LESSOR, at its expense, and to establish background information and data, shall conduct a Phase-I environmental site assessment and (Limited) Phase-II soil and groundwater site assessment on the Premises to establish a background level for volatile organic compounds (VOC) and Resource Conservation and Recovery Act (RCRA) defined metals. A complete and correct copy of these reports shall be provided to LESSEE upon completion and prior to the execution of this Agreement as shown on the attached **EXHIBIT "B"**.

A "Phase-I" environmental site assessment and "Phase-II" environmental site assessment shall be conducted, at LESSEE's expense, by an environmental consultant satisfactory to the LESSOR within ninety (90) days following the termination or expiration 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 prior to the LESSEE's occupancy of the Premises. If any contamination of the property has occurred through LESSEE's fault, LESSEE shall be required to re-establish background levels to pre-Agreement 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.

42. 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, 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 statue, 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 Substance(hazardous or otherwise)) 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 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 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.). Tenant 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.

43. 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.

44. 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), 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), 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 is caused by the negligence of LESSEE. The LESSEE shall give LESSOR reasonable notice of any such claims or actions.

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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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 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 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:

FlightSafety International Inc.
1851 Airport Road
Wichita, Kansas 67209
Attn: Center Manager

With a copy to:
FlightSafety International Inc.
Marine Air Terminal
La Guardia Airport
Flushing, New York 11371
Attn: Vice President & General Counsel

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 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.

50. 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.

51. 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 49.

52. 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.

53. 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.

54. 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.

55. ENTIRE AGREEMENT

This Agreement supersedes all previous agreements, if any, for the Premises generally located at 2021 S. Eisenhower and further described under Section 1, between LESSOR and any other party, and all amendments or renewals thereto. 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.

56. 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.

57. APPROVAL, CONSENT, DIRECTION OR DESIGNATION BY LESSOR

Wherever under this Agreement, approvals, consents, directions, or designations are required or permitted, such approvals, consents, directions, or designations required or permitted under this Agreement shall be performed by the Director of Airports, or his/her authorized representative. Approvals, consents, directions, or designations made at any time by the Director of Airports, and from time to time, may be withdrawn or modified by notice from LESSOR to LESSEE.

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

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"LESSOR"

By _____
Victor D. White, Director of Airports

ATTEST:

FLIGHTSAFETY INTERNATIONAL, INC.

By _____

By _____

_____
(*Name and Title*)
"LESSEE"

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

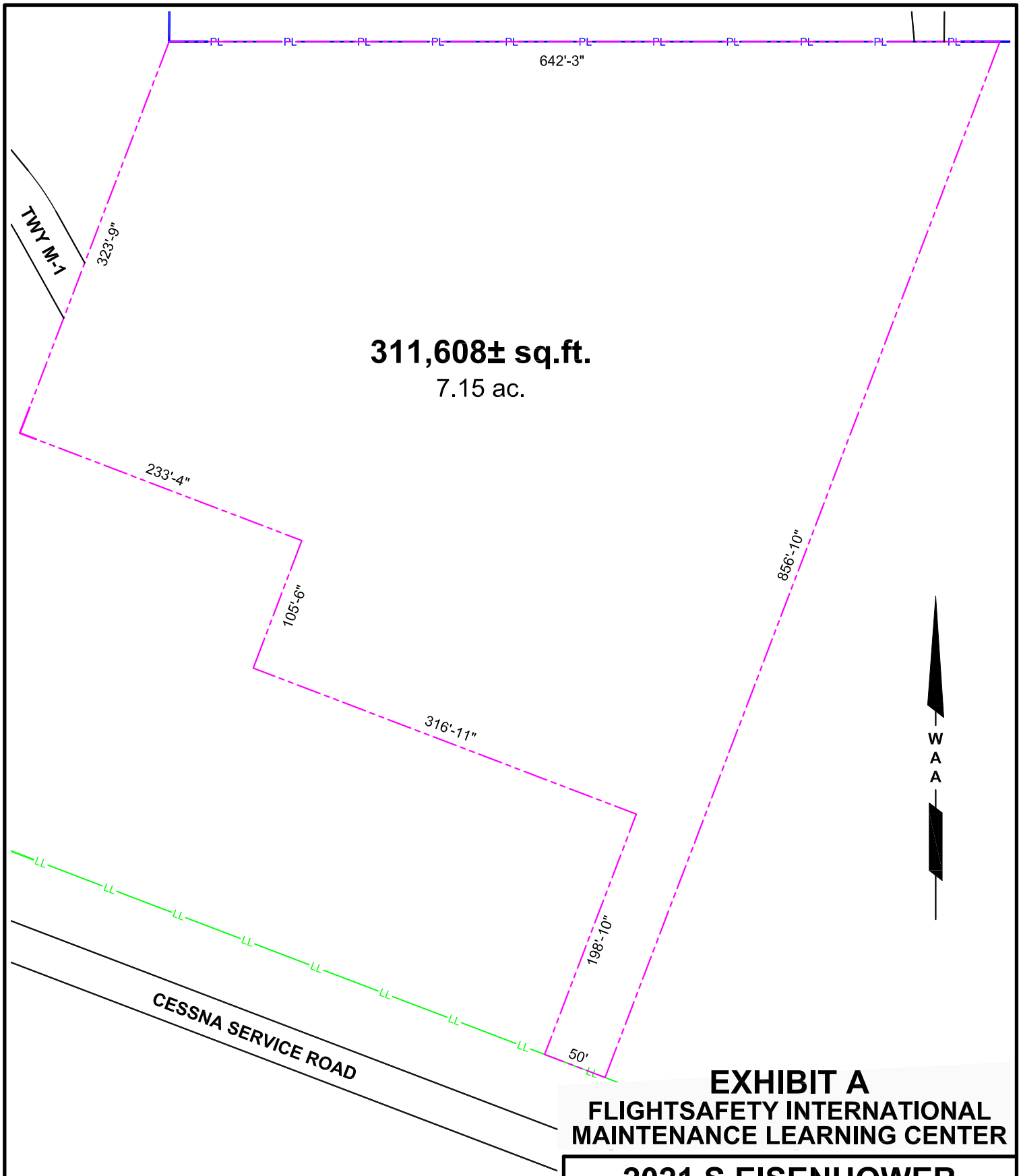


EXHIBIT A
FLIGHTSAFETY INTERNATIONAL MAINTENANCE LEARNING CENTER

2021 S EISENHOWER

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
3/17/11	H.G.O.	1" = 100'	1 of 1

D:\Drawings\216-Buildings\Eisenhower\2021-Cessna_Flight_Safety\Proposed Lease 2011.dwg, Site100, 3/17/2011 3:54:27 PM

EXHIBIT "B"

CITY OF
WICHITA
Wichita Airport Authority

April 8, 2011

Rocky Baker, Facilities Director
FlightSafety International
4645 LeBourget Drive
St. Louis, Mo 63134

Subject: ICT, 2021 S. Eisenhower Phase-II

Dear Mr. Baker:

Pursuant to your request during our teleconference of March 31, 2011, the purpose of this letter is to confirm our position on the conclusions of the February 28, 2011, Phase II Environmental Site Assessment for the Former Wichita Area Technical School located at 2021 S. Eisenhower, Wichita, Kansas.

Section 6.0 CONCLUSIONS AND RECOMMENDATIONS of the Report, notes a total petroleum hydrocarbon level of 2.7 mg/L in the water sample collected from the mud/oil trap utilized by the current site facility. As noted in the Report, this level does exceed water standards for human consumption. However, this mud/oil trap is/has been connected to the sanitary sewer service for the facility, and is not a potable source of water. The City of Wichita allows up to 100 mg/L total oil and grease within its sanitary sewer system. The Wichita Airport Authority (WAA) will collect and dispose of any liquids and solids within the mud/oil trap prior to your possession and occupancy of the site. The mud/oil structure does not require KDHE involvement for its demolition.

The third paragraph of Section 6.0 refers to the total gross alpha result of 17.7 $\pm$ 4.26 pCi/L for a groundwater sample collected from probe location PH-2. Alpha particles in groundwater are associated with the naturally occurring radioactive material contained within the sediment of the groundwater aquifer. The EPA has set a standard of 15 pCi/L for gross alpha levels within groundwater prior to treatment (water softening system) if utilized for human consumption. This does not preclude the water from being utilized for heat transfer in facility mechanical systems or grounds irrigation purposes. Please note that only one of the three groundwater samples collected for gross alpha analysis exhibited an elevated level above 15 pCi/L (PH-2, 17.7 $\pm$ 4.26 pCi/L). This sample was collected approximately 300 feet down gradient of the on-site water well.

2173 Air Cargo Road • Wichita, Kansas 67209-1958
T 316.946.4700 **F** 316.946.4793
www.flywichita.com

In reference to the fourth paragraph of Section 6.0, the WAA will only authorize the use of the on-site water well for thermal or irrigation purposes. If utilized for irrigation, we recommend that advisory signage be installed at exterior spigot locations as a warning that the water is non-potable. The WAA would not agree to utilization of the groundwater for human consumption.

The fifth paragraph of Section 6.0 references the wipe samples collected from the welding ventilation system. GSI recommended a lead abatement contractor be consulted as to the significance of the levels detected and requirements of cleaning prior to demolition. I contacted Integrated Solutions Inc. (a lead and asbestos abatement contractor) to determine what requirements may apply prior to demolition. Integrated Solution advised me that as long as the duct system was to be demolished (and not salvaged/reused), there is no requirement for special cleaning, handling, reporting or other special environmental or health and safety abatement procedures.

The WAA will utilize the laboratory analysis of the soils and groundwater in conjunction with the Phase-I to establish the environmental baseline inventory for the site prior to occupancy by FlightSafety International (FSI). FSI may accept these reports for the establishment of the baseline, or at its own expense perform Phase-II activities to confirm or refute the site baseline. Similarly, FSI should note that this course of action reflects WAA's good faith belief of what reasonable steps are needed in order to meet the conclusions and recommendations of the GSI Phase-II environmental report. This letter constitutes a report in compliance with due diligence. FSI may, at its sole discretion and option, wish to confer with independent technical or legal consultants of its own choosing at its own expense.

If you have any questions, require clarification on any statement made, please contact me at mboes@wichita.gov or (316) 946-4729.

Respectfully,

Mike Boes, L.G.
Environmental Services Manager

CC: Rich High, Center Manager-Regional Operations Manager
Kelly Allender, Assistant Center Manager
Brad Christopher, Assistant Director of Airports
Traci Nichols, Properties and Contracts Administrator

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 26, 2011

a. CDBG Sidewalk Improvements FY2010/11-Phase 1 (north of Pawnee, east of Meridian) (472-84971/092043/800000/010110) Traffic to be maintained during construction using flagpersons and barricades. (District I,III,IV&VI) - $93,260.00

b. 2011 Contract Maintenance Natural Latex Modified Micro-Surfacing (north of 63rd St South, East of 135th St West) (472-84969/132724/636246/620570/133116/) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V) - $180,700.00

c. Sanitary Sewer Improvements in Alley between Market and Broadway, Central to 3rd (south of Central, west of Broadway) (468-84729/620577/661693) Traffic to be maintained using flagpersons and barricades. (District VI) - $165,000.00

d. Levee "C" Freeboard Remediation (Station 410+00 to Railroad) Improvements to Wichita-Valley Center Local Flood Protection Project (WVLFPP) (north of the Cowskin Creek, west of the Wichita-Valley Center Floodway) (468-84706/660811/869001) Traffic to be maintained using flagpersons and barricades. (District (County)) - $455,494.00

e. Drainage Improvements North Arkansas Avenue from Little Arkansas River to West 43rd Street North (north of Little Arkansas River, along North Arkansas Avenue) (468-84693/133117/) Traffic to be maintained using flagpersons and barricades. (District VI) - $218,055.00

f. Chesterfield, Phase 1 to serve Greenwich Office Park 2nd Addition (north of 13th Street North, west of Greenwich) (472-84959/766263/490281) Traffic to be maintained using flagpersons and barricades. (District II) - $248,000.00

g. Willowgreen Circle to serve Casa Bella 3rd Addition (north of Pawnee, west of 127th Street East) (472-84945/766261/490279) Does not affect existing traffic. (District II) - $200,000.00

City of Wichita
City Council Meeting
April 26, 2011

TO: Mayor and City Council

SUBJECT: Petition for Street Paving in Greenwich Office Park 2nd Addition, Berkeley Square First Addition and an unplatted tract (north of 13th, west of Greenwich) (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the new petition.

Background: On January 11, 2011, the City Council approved a petition to construct street paving for Greenwich Office Park 2nd Addition, Berkeley Square First Addition and an unplatted tract. The developer has submitted a new petition to update the improvement district to reflect recent platting activity. The signature on the petition represents 100% of the improvement district.

Analysis: The project will provide paving improvements for new commercial developments located north of 13th, west of Greenwich.

Financial Considerations: The existing petition totals $239,000 with the total paid by special assessments. The new petition totals $248,000 with the total paid by special assessments.

Goal Impact: The project addresses the Efficient Infrastructure goal by providing street paving for new commercial development.

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

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

Attachments: Map, CIP sheet, petition and resolution.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE

To Initiate Project

To Revise Project X

1. Prepare in triplicate
2. Send original & 2 copies to budget
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng & Arch	4/6/2011	Pave Circumferential in Greenwich Office park 2nd & Berkely Square 1st Additions

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2011	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	Other*	TOTAL
CONSTRUCTION				
Right of Way				
Paving, grading & const.		$248,000		$248,000
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Other				
Totals		$248,000		$248,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

472-84959

13. Recommendation: Approve the Petition and adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle on April 29, 2011

RESOLUTION NO. 11-096

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON CHESTERFIELD FROM THE NORTH LINE OF 13TH STREET TO 330' NORTH OF THE NORTH LINE OF 13TH STREET (NORTH OF 13TH, WEST OF GREENWICH) 472-84959 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON CHESTERFIELD FROM THE NORTH LINE OF 13TH STREET TO 330' NORTH OF THE NORTH LINE OF 13TH STREET (NORTH OF 13TH, WEST OF GREENWICH) 472-84959 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No 11-006 adopted on January 1, 2011 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on Chesterfield from the north line of 13th Street to 330' north of the north line of 13th Street (north of 13th, west of Greenwich) 472-84959 Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Two Hundred Forty-Eight Thousand Dollars ($248,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after December 1, 2010, exclusive of the costs of temporary financing.

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

GREENWICH OFFICE PARK SECOND ADDITION
Lots 1 and 2, Block 1

BERKELEY SQUARE FIRST ADDITION
Lots 1 through 4, Block 1

UNPLATTED TRACT

A tract of land lying within the Southeast Quarter of the Southeast Quarter, of Section 9, Township 27 South, Range 2 East, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the southwest corner of Lot 2, Block 1, Home Bank & Trust Company Addition, to Wichita, Sedgwick County, Kansas; thence on a Kansas coordinate system of 1983 south zone grid bearing of S88°53'46"W, 611.46 feet to the east line of Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Greenwich Office Park Second Addition for the next three (3) course N01°06'14"W, 151.97 feet to a point on a curve to the right; thence along said curve 51.46 feet to a curve to the left, said curve to the right having a central angle of 38°47'53", a radius of 76.00 feet, and a long chord distance of 50.49 feet, bearing N18°17'43"E; thence along said curve to the left 15.59 feet to a curve the right, said curve to the left having a central angle of 13°50'54", a radius of 64.50 feet, and a long chord distance of 15.55 feet,

bearing N30°46'12”E; thence along said curve to the right 75.98 feet to a compound curve, said curve to the right having a central angle of 48°22'16”, a radius of 90.00 feet, and a long chord distance of 73.75 feet, bearing N48°01'53”E; thence along said compound curve 367.21 feet to a curve to the left, said compound curve having a central angle of 21°22'54”, a radius of 984.00 feet, and a long chord distance of 365.08 feet, bearing N82°54'28”E; thence along said curve to the left 459.61 feet, said curve having a central angle of 13°23'16”, a radius of 1967.00 feet, and a long chord distance of 458.57 feet, bearing N86°54'17”E; thence S06°27'22”E, 78.97 feet to the northeast corner of Lot 2, Block 1, said Home Bank & Trust Company Addition; thence along the north line of said addition, S88°53'46”W, 297.21 feet to the northwest corner of said Lot 2; thence along the west line of said Lot 2, S00°54'08”E, 236.44 feet to the POINT OF BEGINNING,

TOGETHER WITH,

BEGINNING at the southeast corner of Lot 2, Block 1, Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 2, on a platted bearing of N00°54'24”W, 340.51 feet; thence N00°54'24”W, 70.00 feet; thence N88°53'46”E, 479.32 feet; thence S00°48'07”E, 383.98 feet to a point on a non-tangent curve to the left; thence along said curve 384.97 feet to a curve to the right, said curve to the left having a central angle of 21°42'36", a radius of 1016.00 feet, and a long chord distance of 382.67 feet, bearing S82°44'37”W; thence along said curve to the right 71.12 feet to a curve to the left, said curve to the right having a central angle of 45°16'35", a radius of 90.00 feet, and a long chord distance of 69.28 feet, bearing N85°28'23”W; thence along said curve to the right 30.57 feet to the POINT OF BEGINNING, said curve having a central angle of 27°09'17”, a radius of 64.50 feet, and a long chord distance of 30.28 feet, bearing N76°24'45"W.

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block 1, GREENWICH OFFICE PARK SECOND ADDITION shall pay $54,808.00 of the total cost payable by the improvement district; Lot 2, Block 1 GREENWICH OFFICE PARK SECOND ADDITION shall pay $43,152.00 of the total cost payable by the improvement district; Lot 1, Block 1; BERKELEY SQUARE FIRST ADDITION shall pay 14.3% of the total remaining cost payable by the improvement district. Lot 2, Block 1; BERKELEY SQUARE FIRST ADDITION shall pay 11.7% of the total remaining cost payable by the improvement district. Lot 3, Block 1; BERKELEY SQUARE FIRST ADDITION shall pay 14.3% of the total remaining cost payable by the improvement district. Lot 4, Block 1; BERKELEY SQUARE FIRST ADDITION shall pay 26% of the total remaining cost payable by the improvement district. The UNPLATTED TRACT shall pay 33.7% of the total remaining cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of April, 2011.

_____
CARL BREWER, MAYOR

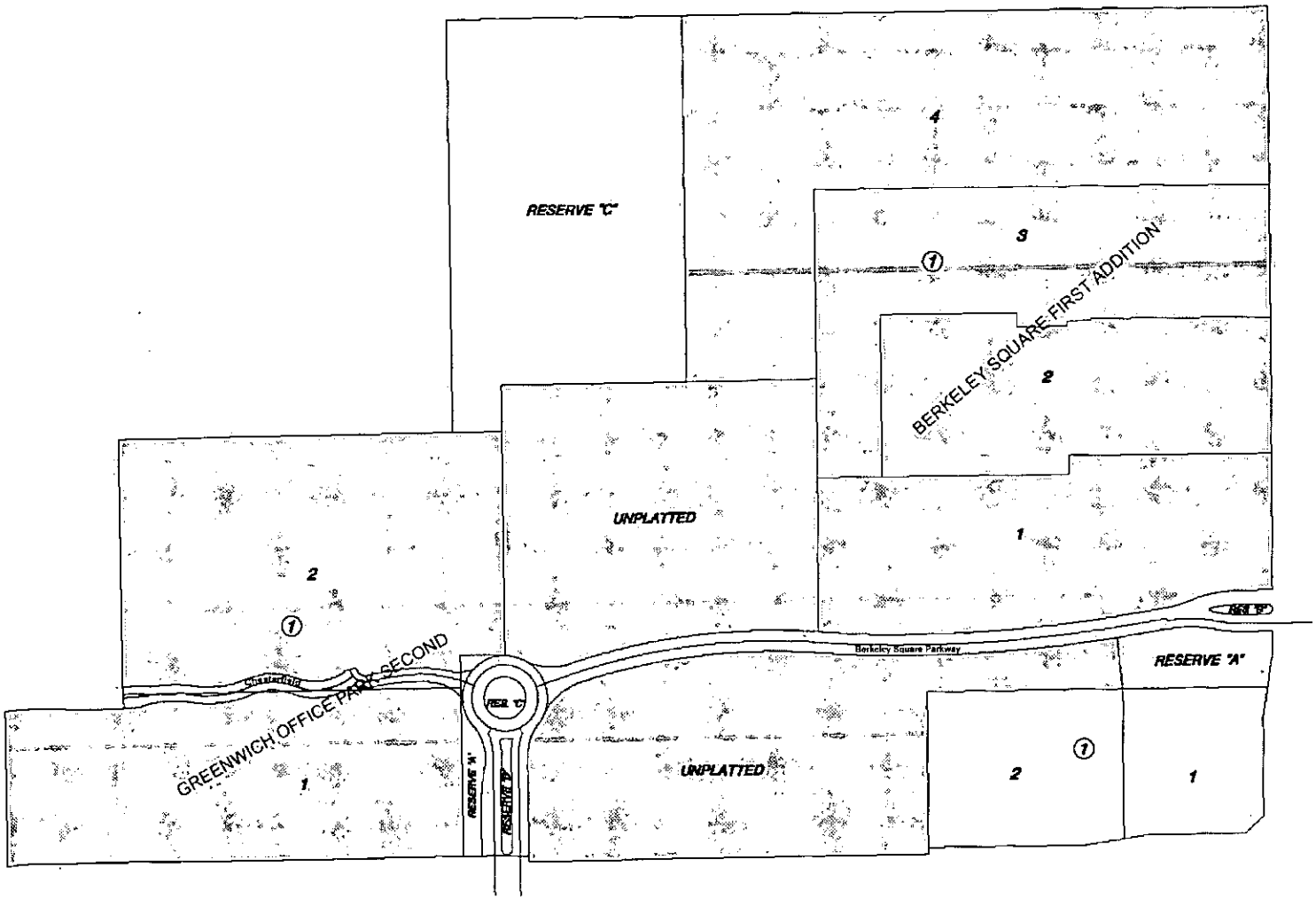
ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF, DIRECTOR OF LAW



Greenwich Office Park 2nd
PROJECT NAME

Paving
DESIGN TITLE

GJA | CAW
DESIGN | DRAWN BY:

KA | March 2011
CHECKED BY: | DATE

10382 | 1/1
JOB NO. | SHEET OF

MKEC
ENGINEERING
CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9200

replacement

PAVING PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

GREENWICH OFFICE PARK SECOND ADDITION
Lots 1 & 2, Block 1;

BERKELEY SQUARE FIRST ADDITION
Lots 1 through 4, Block 1;

472-84959

UNPLATTED TRACT

A tract of land lying within the Southeast Quarter of the Southeast Quarter, of Section 9, Township 27 South, Range 2 East, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow: BEGINNING at the southwest corner of Lot 2, Block 1, Home Bank & Trust Company Addition, to Wichita, Sedgwick County, Kansas; thence on a Kansas coordinate system of 1983 south zone grid bearing of S88°53'46"W, 611.46 feet to the east line of Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Greenwich Office Park Second Addition for the next three (3) course N01°06'14"W, 151.97 feet to a point on a curve to the right; thence along said curve 51.46 feet to a curve to the left, said curve to the right having a central angle of 38°47'53", a radius of 76.00 feet, and a long chord distance of 50.49 feet, bearing N18°17'43"E; thence along said curve to the left 15.59 feet to a curve the right, said curve to the left having a central angle of 13°50'54", a radius of 64.50 feet, and a long chord distance of 15.55 feet, bearing N30°46'12"E; thence along said curve to the right 75.98 feet to a compound curve, said curve to the right having a central angle of 48°22'16", a radius of 90.00 feet, and a long chord distance of 73.75 feet, bearing N48°01'53"E; thence along said compound curve 367.21 feet to a curve to the left, said compound curve having a central angle of 21°22'54", a radius of 984.00 feet, and a long chord distance of 365.08 feet, bearing N82°54'28"E; thence along said curve to the left 459.61 feet, said curve having a central angle of 13°23'16", a radius of 1967.00 feet, and a long chord distance of 458.57 feet, bearing N86°54'17"E; thence S06°27'22"E, 78.97 feet to the northeast corner of Lot 2, Block 1, said Home Bank & Trust Company Addition; thence along the north line of said addition, S88°53'46"W, 297.21 feet to the northwest corner of said Lot 2; thence along the west line of said Lot 2, S00°54'08"E, 236.44 feet to the POINT OF BEGINNING,

TOGETHER WITH,

BEGINNING at the southeast corner of Lot 2, Block 1, Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 2, on a platted bearing of N00°54'24"W, 340.51 feet; thence N00°54'24"W, 70.00 feet; thence N88°53'46"E, 479.32 feet; thence S00°48'07"E, 383.98 feet to a point on a non-tangent curve to the left; thence along said curve 384.97 feet to a curve to the right, said curve to the left having a central angle of 21°42'36", a radius of 1016.00 feet, and a long chord distance of 382.67 feet, bearing S82°44'37"W; thence along said curve to the right 71.12 feet to a curve to the left, said curve to the right having a central angle of 45°16'35", a radius of 90.00 feet, and a long chord distance of 69.28 feet, bearing N85°28'23"W; thence along said curve to the right 30.57 feet to the POINT OF BEGINNING, said curve having a central angle of 27°09'17", a radius of 64.50 feet, and a long chord distance of 30.28 feet, bearing N76°24'45"W.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(a) That there be constructed within the area described above, pavement on Chesterfield from the north line of 13th Street to 330' North of the north line of 13th Street. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

(b) That the estimated and probable cost of the foregoing improvement is Two Hundred Forty Eight Thousand Dollars ($248,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after December 1, 2010.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lot 1, Block 1; Greenwich Office Park Second Addition shall pay $54,808.00 of the total cost payable by the improvement district. Lot 2, Block 1; Greenwich Office Park Second Addition shall pay $43,152.00 of the total cost payable by the improvement district. Lot 1, Block 1; Berkeley Square First Addition shall pay 14.3% of the total remaining cost payable by the improvement district. Lot 2, Block 1; Berkeley Square First Addition shall pay 11.7% of the total remaining cost payable by the improvement district. Lot 3,

Block 1; Berkeley Square First Addition shall pay 14.3% of the total remaining cost payable by the improvement district. Lot 4, Block 1; Berkeley Square First Addition shall pay 26% of the total remaining cost payable by the improvement district. The Unplatted Tract shall pay 33.7% of the total remaining cost payable by the improvement district.

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

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
GREENWICH OFFICE PARK SECOND ADDITION Lots 1 & 2, Block 1; Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas.	**GREENWICH 13, LLC** **A Kansas Limited Liability Company** By: _____ Laham Development Co., LLC George E. Laham, II, Manager	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
BERKELEY SQUARE FIRST ADDITION Lots 1 through 4, Block 1; Berkeley Square First Addition, an addition to Wichita, Sedgwick County, Kansas.	**GREENWICH 13, LLC** **A Kansas Limited Liability Company** By: _____ Laham Development Co., LLC George E. Laham, II, Manager	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
UNPLATTED TRACT See legal description, page 1	**GREENWICH 13, LLC** **A Kansas Limited Liability Company** By: _____ Laham Development Co., LLC George E. Laham, II, Manager	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Cynthia X. Womack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 8th day of February 20 11.

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Deborah Sadlocko
Deputy City Clerk

City of Wichita
City Council Meeting
April 26, 2011

TO: Mayor and City Council

SUBJECT: Water Distribution Systems in Ideal Acres, Gow Acres and Parkwilde Additions (Districts IV &VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the budget revisions.

Background: On August 17, 2010, the City Council approved a petition to extend a water line to the front of two existing homes in Ideal Acres and Gow Acres Additions, located south of 13th Street, east of Zoo Boulevard. On April 26, 2010, the City Council approved a petition to extend a water line to an existing home in Parkwilde Addition, located south of Saint Louis, east of Young. Because both projects were of limited scope, the lines were installed by Water Utilities personnel. After the projects were approved, it was determined that the scope should be expanded to complete loops to nearby existing water lines to eliminate dead end lines.

Analysis: Eliminating dead end water lines provides a second water supply line and reduces the possibility of contamination by continuously circulating water.

Financial Considerations: The petitions totaled $21,805 with the total paid by special assessments. The revised budgets that include the cost of eliminating the dead end lines total $30,805, with $17,325 paid by special assessments, and $13,480 paid by the Water Utility. The Utility's share is the cost of extending the waterlines beyond the properties in the improvement districts.

Goal Impact: The projects address the Efficient Infrastructure goal by extending waterlines to existing homes.

Legal Considerations: The resolutions have been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the budget revisions, adopt the resolutions and authorize the necessary signatures.

Attachments: CIP sheets and Resolutions.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE

To Initiate Project	x
To Revise Project	

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department
6. Send 3rd copy to Controller

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	7/28/2010	Water Distribution System in Ideal Acres & Gow Acres Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI 30034		2010	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water	$15,687			$15,687
Multi Use Path				
Totals	$15,687			$15,687
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	x	
Ordered by WCC		

Remarks:

*Water Utility

418 90100

13. Recommendation: Approve the Petion and adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
2. Send original & 2 copies to budget
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng & Arch	4/6/2011	Water Distribution System for Parkwalk Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2011	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	Other*	TOTAL
CONSTRUCTION				
Right of Way				
Paving, grading & const.				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		[illegible]	59,403	513,114
Other				
Totals		55,715	59,403	515,113
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

*Water Utility

448-90497

13. Recommendation: Approve the budget revision and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle on April 29, 2011

RESOLUTION NO. 11-097

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90490 (SOUTH OF 13TH, EAST OF ZOO BOULEVARD) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90490 (SOUTH OF 13TH, EAST OF ZOO BOULEVARD) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 10-227 adopted on August 17, 2010 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Water Distribution System Number 448-90490 (south of 13th, east of Zoo Boulevard).

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Fifteen Thousand Dollars ($15,000) exclusive of the cost of interest on borrowed money, with 72.82 percent of the total cost payable by the improvement district and 27.18 percent payable by the Wichita Water Utility. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after August 1, 2010, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Six Hundred Eighty-Seven Dollars ($687).

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

IDEAL ACRES ADDITION
West 58 Feet Lot 9
East 100 Feet Lot 16

GOW ACRES ADDITION
Lot 20 except East 125 Feet

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

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of April, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on April 29, 2011

RESOLUTION NO. 11-098

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90497 (SOUTH OF ST. LOUIS, EAST OF YOUNG) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90497 (SOUTH OF ST. LOUIS, EAST OF YOUNG) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 10-276 adopted on October 26, 2010 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Water Distribution System Number 448-90497 (south of St. Louis, east of Young).

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Fifteen Thousand Dollars ($15,000) exclusive of the cost of interest on borrowed money, with 37.31 percent payable by the improvement district and 62.69 percent payable by the Wichita Water Utility. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after September 1, 2010, exclusive of the costs of temporary financing.

That in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of One Hundred Eighteen Dollars ($118).

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

PARKWILDE ADDITION
West 75 Feet East 150 Feet North 1/2 Lot 2, Block 11

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

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended and K.S.A. 12-693.

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of April, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

STATEMENTS OF COSTS:

a. Statement of Cost for improving **13th Street North and Mosley Intersection (Design)** – Total Cost - $32,010.30; less idle fund interest - $60.30; less interfund transfers - $20,000.00. Financing to be issued at this time - $11,950.00 (706909/472-83995/204375).

b. Statement of Cost for improving **119th Street West from Kellogg to Maple (Design)** – Total Cost - $160,000.00; plus temporary note interest - $1,678.74; plus idle fund interest - $2,621.26; less transfer in - $102,500.00. Financing to be issued at this time - $61,800.00. (706937/472-84306/205403).

c. Statement of Cost for improving **Bike Path along the Arkansas River, between Galena and George Washington Boulevard (Design)** – Total Cost - $150,050.56; plus temporary note interest - $1,922.30; plus idle fund interest - $2,377.14; less transfer in - $102,100.00. Financing to be issued at this time - $52,250.00.

d. Statement of Cost for improving **Storm Water Drain along 17th Street North through the Central Railroad Corridor (Drainage Improvement at 17th Street North, between Broadway and the I-135 Freeway) (Construction)** – Total Cost - $1,091,316.78; plus temporary note interest - $12,794.50; plus idle fund interest - $12,838.72; less General Obligation - $513,900.00; less transfer in - $572,000.00. Financing to be issued at this time - $31,050.00. (706953/472-84392/206419).

e. Statement of Cost for improving **Greenwich Road from 27th Street North to 29th Street North (Construction)** – Total Cost - $1,146,552.93; plus temporary note interest - $5,505.00; plus idle fund interest - $25,513.22; less KDOT reimbursements - $872,421.15; less transfers in - $300,000.00. Financing to be issued at this time - $5,150.00. (706955/472-84415/206421).

f. Statement of Cost for improving **Bikepath along I-135 to K-96 (McAdams Park to Grove Park) (Design)** – Total Cost - $189,769.89; plus temporary note interest - $84.96; plus idle fund interest - $595.15; less General Obligation - $134,600.00. Financing to be issued at this time - $55,850.00. (706982/472-84740/208447).

g. Statement of Cost for improving **South Broadway Streetscapes (Broadway, south of Kellogg and south of Pawnee) (Construction)**. Total Cost - $99,846.47; plus temporary note interest - $175.80; plus idle fund interest - $77.73; less General Obligation - $15,500.00. Financing to be issued at this time - $84,600.00. (706998/472-84775/209463).

h. Statement of Cost for improving **2009 Street Rehabilitation Program (Kellogg, between 119th Street West and 111th Street West; Hillside, between Bayley and Gilbert) (Construction)** – Total Cost - $614,217.89; plus idle fund interest - $547.62; less KDOT reimbursements - $178,467.51; less General Obligation - $100,000.00; less transfer in - $38,525.00. Financing to be issued at this time - $297,800.00. (707006/472-84815/209471).

i. Statement of Cost for improving **21st Street North Overpass, between Broadway and I-135 (Design)** – Total Cost - $164,293.32; plus temporary note interest - $2,145.77; plus idle fund interest - $2,810.91; less General Obligation - $22,500.00; less transfer in - $116,600.00. Financing to be issued at this time - $30,150.00. (715706/472-84312/245122).

j. Statement of Cost for improving **31st Street Bridge at Glenn (east of Meridian, south of 30th Street South) (Construction)** – Total Cost - $439,199.08; plus idle fund interest - $1,300.92. Financing to be issued at this time - $440,500.00. (715723/472-84702/249139).

k. Statement of Cost for **Waterman (Arena Area) Paving and Drainage Improvements (Design & Construction)** – Total Cost - $6,987,829.21; plus temporary note interest - $128,379.99; plus idle fund interest - $111,030.50; less Sedgwick County reimbursements - $1,471,399.75; less Cox Communications reimbursements - $114,921.30; less Westar Energy reimbursements - $537,968.65; less transfers in - $907,000.00. Financing to be issued at this time - $4,195,950.00. (751422/468-84167/485313).

PARTIAL STATEMENTS OF COST:

a. Partial Estimate of Cost for improving **Seneca, I-235 to 31st Street South (Design)** – Total Cost - $176,000; less financing previously issued - $164,000. Financing to be issued at this time - $12,000. (706892/472-84006/204-358).

b. Partial Estimate of Cost for improving **13th and Mosley Intersection (Construction)** – Total Cost - $1,198,500; less Federal and State revenues - $739,400; less financing previously issued - $259,100. Financing to be issued at this time - $200,000. (706931/472-84269/205-397).

c. Partial Estimate of Cost for improving **13th, I-135 to Woodlawn (Design and Construction)** – Total Cost - $2,108,200; less Federal to State revenues - $0; less financing previously issued - $706,100. Financing to be issued at this time - $1,402,100. (706933/472-84320/205-399).

d. Partial Estimate of Cost for improving **21st, Waco to Broadway (Design and Construction)** – Total Cost - $5,646,200; less financing previously issued - $3,463,000. Financing to be issued at this time - $2,183,200. (706934/472-84295/205-400).

e. Partial Estimate of Cost for improving **135th Street West, Maple to Central (Design and Construction)** – Total Cost - $80,300; less financing previously issued - $69,500. Financing to be issued at this time - $10,800. (706938/472-84308/205-404).

f. Partial Estimate of Cost for improving **Meridian, 47th St. South to 31st St. South (Design and Construction)** – Total Cost - $5,996,300; less financing previously issued - $3,070,200. Financing to be issued at this time - $2,926,100. (706944/472-84302/205-410).

g. Partial Estimate of Cost for improving **Ark River Bike Path, Galena to George Washington Boulevard (Design and Construction)** – Total Cost - $147,200; less financing previously issued - $102,100. Financing to be issued at this time - $45,100. (706949/472-84319/205-415).

h. Partial Estimate of Cost for improving **07-08 Sidewalk and Wheelchair Ramp (Construction)** – Total Cost - $481,800; less financing previously issued - $471,800. Financing to be issued at this time - $10,000. (706971/472-84604/207-437).

i. Partial Estimate of Cost for improving **37th Street North, Tyler to Maize (Construction)** – Total Cost - $2,401,200; less financing previously issued - $2,379,600. Financing to be issued at this time - $21,600. (706977/472-84693/208-443).

j. Partial Estimate of Cost for improving **21st Street Landscaping, I-135 to Hillside (Construction)** – Total Cost - $161,500; less financing previously issued - $143,100. Financing to be issued at this time - $18,400. (706975/472-84728/208-441).

k. Partial Estimate of Cost for improving **2008 Traffic Signal Program (Design and Construction)** – Total Cost - $393,600; less financing previously issued - $355,300. Financing to be issued at this time - $38,300. (706979/472-84720/208-444).

l. Partial Estimate of Cost for improving **119th Street West, Pawnee to Kellogg (Design)** – Total Cost - $434,000; less financing previously issued - $134,400. Financing to be issued at this time - $299,600. (706988/472-84694/208-453).

m. Partial Estimate to Cost for improving **Oliver, Harry to Kellogg (Construction)** – Total Cost - $5,503,519; less Federal to State revenues - $4,089,580; less KDOT LPA - $11,769; less financing previously issued - $1,200,000. Financing to be issued at this time - $202,170. (706993/472-84749/208-458).

n. Partial Estimate of Cost for improving **Eastbank River Corridor, north of Douglas (Design and Construction)** – Total Cost - $1,656,200; less STAR financing - $783,000; less financing previously issued - $83,700. Financing to be issued at this time - $789,500. (706994/472-84767/208-459).

o. Partial Estimate of Cost for improving **West Street, Maple to Central (Construction)** – Total Cost - $7,874,600; less Federal to State revenues - $599,500; less financing previously issued - $5,773,100. Financing to be issued at this time - $1,502,000. (706995/472-84761/208-460).

p. Partial Estimate of Cost for improving **17th and Hillside Intersection (Construction)** – Total Cost - $3,430,100; less Federal to State revenues - $1,999,500; less financing previously issued - $758,000. Financing to be issued at this time - $672,600. (706996/472-84766/208-461).

q. Partial Estimate of Cost for improving **Greenwich, Harry to Kellogg (Construction)** – Total Cost - $4,613,700; less Federal to State revenues - $3,775,500; less financing previously issued - $338,200. Financing to be issued at this time - $500,000. (707010/472-84863/209-475).

r. Partial Estimate of Cost for improving **119th, Kellogg to Maple (Construction)** – Total Cost - $1,400,000; less financing previously issued - $0. Financing to be issued at this time - $1,400,000. (707011/472-84850/209-476).

s. Partial Estimate of Cost for improving **Harry and Broadway Intersection (Design and Construction)** -- Total Cost - $79,000; less financing previously issued - $16,000. Financing to be issued at this time - $63,000. (707013/472-84880/210-478).

t. Partial Estimate of Cost for improving **Pawnee and Broadway Intersection (Design and Construction)** – Total Cost - $116,700; less financing previously issued - $30,700. Financing to be issued at this time - $86,000. (707014/472-84881/210-479).

u. Partial Estimate of Cost for improving **Harry and Woodlawn Intersection (Design and Construction)** – Total Cost - $44,000; less financing previously issued - $11,000. Financing to be issued at this time - $33,000. (707015/472-84882/210-480).

v. Cost of the intersection of **Woodlawn at 17th Street North and Farmview (Construction)** – Total Cost - $466,000; less financing previously issues - $0. Financing to be issued at this time - $466,000. (707017/472-84907/210-482).

w. Partial Estimate of Cost for improving **Redbud Bike Path (Construction)** – Total Cost - $39,000; Federal to State Revenues - $0; Less financing previously issued - $0. Financing to be issued at this time - $39,000. (707018/472-84934/210-483).

x. Partial Estimate of Cost for improving **135th Street West, 13th to 21st (Design)** – Total Cost - $127,000; less financing previously issued - $0. Financing to be issued at this time - $127,000. (707021/472-84925/210-486).

y. Partial Estimate of Cost for improving **135th Street West, Kellogg to Onewood** – Total Cost - $41,000; less financing previously issued - $0. Financing to be issued at this time - $ 41,000. (707022/472-84915/210-487).

z. Partial Estimate of Cost for improving **Amidon, 21st to 29th (Design)** – Total Cost - $113,500; less financing previously issued - $0. Financing to be issued at this time - $113,500. (707023/472-84914/210-488).

aa. Partial Estimate of Cost for improving **Central, Rock to Webb (Design)** – Total Cost - $42,300; less financing previously issued - $0. Financing to be issued at this time - $42,300. (707024/472-84916/210-489).

bb. Partial Estimate of Cost for improving **Market, Dewey to Douglas (Design)** – Total Cost - $20,000; less financing previously issued - $0. Financing to be issued at this time - $20,000. (707026/472-84918/210-491).

cc. Partial Estimate of Cost for improving **St. Francis, Douglas to 2nd (Design)** – Total Cost - $20,000; less financing previously issued - $0. Financing to be issued at this time - $20,000. (707027/472-84920/210-492).

dd. Partial Estimate of Cost for improving **Tyler, 21st to 29th (Design)** – Total Cost - $53,800; less financing previously issued - $0. Financing to be issued at this time - $53,800. (707028/472-84921/210-493).

ee. Partial Estimate of Cost for improving **St. Francis and Commerce (Design)** – Total Cost - $69,000; less financing previously issued - $0. Financing to be issued at this time - $69,000. (707029/472-84935/210-494).

ff. Partial Estimate of Cost for improving **21st Street Overpass between Broadway and I-135 (Design)** – Total Cost - $162,300; less financing previously issued - $139,000. Financing to be issued at this time - $23,200. (715706/472-84312/245-122).

gg. Partial Estimate of Cost for improving **Lincoln Street Bridge at Armour (Construction)** – Total Cost - $420,200; less financing previously issued - $15,800. Financing to be issued at this time - $436,000. (715717/472-84703/247-133).

hh. Partial Estimate of Cost for improving **Pawnee Street at Ark River (Construction)** – Total Cost - $13,000; less Federal to State Revenues - $0, less financing previously issued - $0. Financing to be issued at this time - $13,000. (715726/472-84922/249-142).

PARK STATEMENTS OF COSTS:

Central Riverside Park Improvements 2000 Total Cost - $5,450,000.00 (plus temp note interest - $10,270.15; plus idle fund interest - $8,017.86; gain/ loss from sale of investments - ($1814.01); minus financing previously issued ($5,446,700.00). Finance to be issued at this time – ($19,774.00) (785016-390-148)

Park Athletic Courts 2005-2006 Total Cost - $361,000.00 (plus temp note interest - $7,969.93; plus idle fund interest - $3,171.99; gain/loss from sale of investments - $5,836.08; minus financing previously issued ($369,000.00). Finance to be issued at this time - $8,978.00 (785054-395-186)

K96 Parking Lot/Entry Drive 2005 Total Cost - $400,000.00 (plus temp note interest - $1,310.77; plus idle fund interest - $1,421.63; gain/ loss from sale of investments - ($1,219.40); minus financing previously issued ($400,500.00). Finance to be issued at this time - $1,013.00 (785061-395-193)

Park Facilities Renovations 2006 Total Cost - $400,000.00 (plus temp note interest - $7,995.63; plus idle fund interest - $3,522.58; gain/loss from sale of investments - $5,877.78; minus financing previously issued ($406,849.99). Finance to be issued at this time - $10,546.00 (785060-395-192)

Park Master Planning & Development (PROS) 2006 Total Cost - $250,000.00 (plus temp note interest - $2,475.18; plus idle fund interest - $1,694.43; gain/loss from sale of investments - $1,698.13; minus financing previously issued ($255,248.74). Finance to be issued at this time - $619.00 (785077-396-209)

Park Pathways and Sidewalks 2006 Total Cost - $39,462.61 (plus temp note interest - $83.26; plus idle fund interest - $106.32; gain/loss from sale of investments - ($68.19); minus financing previously issued ($20,600.00). Finance to be issued at this time - $18,984.00 (785093-397-214)

Wildwood Park Improvements & Renovations 2007 Total Cost - $100,000.00 (plus temp note interest - $128.01; plus idle fund interest - $296.84; gain/loss from sale of investments - ($87.78); minus financing previously issued ($99,951.07); Finance to be issued at this time - $386.00 (785115-397-224)

Park Tennis/Athletic Courts Improvements 2008 Total Cost - $108,480.42 (plus temp note interest - $347.58; plus idle fund interest - $80.20; gain/loss from sale of investments - ($248.20); minus financing previously issued ($108,200.00). Finance to be issued at this time – $460.00 (785118-785119-785120-397-227)

Park Kingsbury Road, Bridge & Path Design 2007 Total Cost - $350,000.00 (plus temp note interest - $548.35; plus idle fund interest - $1,576.64; gain/loss from sale of investments - ($429.99); minus financing previously issued ($350,400.00); Finance to be issued at this time – $1,295.00 (785113-397-222)

Park Sycamore Park Improvements 2007 Total Cost - $265,428.72 (plus temp note interest - $1,579.17; plus idle fund interest - $288.61; gain/loss from sale of investments - ($410.50); less financing previously issued ($196,800). Finance to be issued at this time - $70,086.00.00 (785114-397-223)

Park Improvements/Renovations 2007 Total Cost - $403,623.78 (plus temp note interest - $2,759.08; plus idle fund interest - $261.62; gain/loss from sale of investments – ($296.48); minus financing previously issued ($257,500.00). Finance to be issued at this time - $148,848.00 (785127-397-228)

Park Parking Lots and Entry Drives 2008-2009 Total Cost - $461,460.03 (plus temp note interest - $897.50; plus idle fund interest - $336.64; gain/loss from sale of investments - ($1,027.17); minus financing previously issued ($.00). Finance to be issued at this time - $461,667.00 (785128-397-232)

Park Facilities Renovations 2008-2009 Total Cost - $400,000.00 (plus temp note interest - $3,096.97; plus idle fund interest - $627.23; gain/loss from sale of investments - ($478.20); minus financing previously issued ($502,000.00). Finance to be issued at this time - $.00 (785151-397-236)

Park Linwood Park Improvements 2008 Total Cost - $229,509.81 (plus temp note interest - $.00; plus idle fund interest - $190.68; gain/loss from sale of investments - ($635.49); minus financing previously issued ($.00). Finance to be issued at this time - $229,065.00 (785154-397-239)

Park Grove Park Athletic Courts 2005-2006 Total Cost - $30,590.71 (plus temp note interest - $.00; plus idle fund interest - $27.72; gain/loss from sale of investments - ($93.43); minus financing previously issued ($.00). Finance to be issued at this time - $30,525.00 (785158-397-240)

Park Chapin Design and Construction 2008 Total Cost - $770,000.00 (plus temp note interest - $2,822.84; plus idle fund interest - $1,130.95; gain/loss from sale of investments - ($1,009.79); minus financing previously issued ($748,000.00). Finance to be issued at this time - $24,944.00 (785132-396-206)

Park Irrigation Replacement/Upgrade 2008 Total Cost - $189,476.08 (plus temp note interest - $1,106.98; plus idle fund interest - $41.39; gain/loss from sale of investments - $353.55; minus financing previously issued ($104,000.00). Finance to be issued at this time - $86,978.00 (785109-397-221)

Park Portable Stage and Building 2010 Total Cost - $189,992.67 (plus temp note interest - $2,803.33; idle fund interest - $.00; gain/loss from sale of investments - $.00; minus financing previously issued ($.00). Finance to be issued at this time - $192,796.00 (785166-397-243)

Agenda Item No. XII-7a

City of Wichita
City Council Meeting
April 26, 2011

TO: Mayor and City Council

SUBJECT: Community Events – 8th Annual Link 4 Life Run (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 Clark Ensz, Clark Ensz, Inc. is coordinating with City of Wichita staff, subject to final approval by the City Council.

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

8th Annual Link 4 Life Run May 14, 2011 6:00 am – 11:00 am

- Sim Park Drive, east entrance of Cowtown to entrance of Sim Park.

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

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

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None.

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 Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
April 26, 2011

TO: Mayor and City Council

SUBJECT: KDHE Watershed Restoration and Protection Strategy
Professional Services Agreement Geotechnical Services Inc. (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the agreement.

Background: Reducing pollution in the Arkansas River has been a priority for the City of Wichita for many years. The Kansas Department of Health and Environment (KDHE) utilize a grant program for Watershed Restoration and Protection Strategies (WRAPS). The WRAPS program involves four phases: development, assessment, planning, and implementation. The development phase grant was received in 2007, and completed in April 2010. This agenda item is to commence the assessment and planning phases.

On November 23, 2010, the City Council approved the WRAPS Assessment and Planning Agreement for an Environmental Protection Agency (EPA) funded and KDHE administered grant in the amount of $183,333. This amount includes $73,333 City In-Kind contributions, which will be met through staff overseeing the project. Grant period is December 1, 2010 to June 30, 2012.

Analysis: On December 10, 2010, a Request for Proposal (RFP) was issued to contract with a consultant to provide professional consulting services for WRAPS and to develop a strategy to address the assessment and planning goals of the WRAPS program. The goals include effectively lowering pollutant levels so that local water bodies will no longer have impairments with Total Maximum Daily Loads (TMDLs) and Principal Pollutants of Concern (PPOCs). Five responses to the RFP were received and four interviews were conducted on February 16, 2011. Geotechnical Services, Inc. was selected by the Staff Screening and Selection Committee based on approach and cost to complete the assessment and planning phases for the Lower Arkansas River Watershed Study.

Financial Considerations: The agreement with Geotechnical Services, Inc. is for a total of $83,700 to be disbursed in increments as tasks of the scope of services are completed. Funding is available through the existing KDHE WRAPS grant that was previously approved by the City Council on November 23, 2010.

Goal Impact: The grant addresses the Efficient Infrastructure goal by providing reliable, compliant and secure river and stream resources.

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

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

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

GEOTECHNICAL SERVICES, INC

for

WATERSHED RESTORATION AND PROTECTION STRATEGY (WRAPS)

THIS AGREEMENT, made this _____ day of _____, 2011, by and between THE CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and GEOTECHNICAL SERVICES, INC., party of the second part, hereinafter called the "CONTRACTOR".

WITNESSETH: That

WHEREAS,

the CITY intends to develop a WRAPS program for the Lower Arkansas River watershed as provided in the Request For Proposal (RFP). This project is part of a coordinated effort by City of Wichita and RiverCity WRAPS as well as other federal, state, local agencies and private sector organizations.

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

I. SCOPE OF SERVICES

The CONTRACTOR shall furnish professional services as required for developing a WRAPS program for the Lower Arkansas River watershed and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE CONTRACTOR AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the task as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of CONTRACTOR, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by CONTRACTOR and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted

reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by CONTRACTOR within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the CONTRACTOR shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the CONTRACTOR.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the CONTRACTOR under this agreement. CONTRACTOR further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by CONTRACTOR, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. CONTRACTOR shall procure and maintain such insurance as will protect the CONTRACTOR from damages resulting from the negligent acts of the CONTRACTOR, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $1,000,000, subject to a deductible of $20,000. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

Further, a comprehensive general liability policy shall be procured and maintained by the CONTRACTOR that shall be written in a comprehensive form and shall protect CONTRACTOR against all claims arising from injuries to persons (other than CONTRACTOR'S employees) or damage to property of the CITY or others arising out of any negligent act or omission or CONTRACTOR, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than $500,000 per occurrence for bodily injury, death, and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time CONTRACTOR starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

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

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the City's files at no cost to the CONTRACTOR. Confidential material so furnished will be kept confidential by the CONTRACTOR.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the CONTRACTOR, except as specified in Exhibit A.

C. To pay the CONTRACTOR for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for CONTRACTOR'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the CONTRACTOR, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the CONTRACTOR of any changes in the person(s) designated Project Manager. Written notification shall be provided to the CONTRACTOR for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONTRACTOR in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the CONTRACTOR for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amounts and unit costs specified below:

Task 1:	Gather existing data, reports and other water quality monitoring information	$11,000
Task 2:	Identify causes and sources of pollution	$11,000
Task 3:	Identify critical areas that need to be addressed	$11,000
Task 4:	Finalize the preliminary watershed goals with the SLT and prioritize final goals	$10,950
Task 5:	Estimate load reductions necessary to achieve the water quality goal	$10,450
Task 6:	For each watershed goal, identify the management objectives necessary to achieve that goal	$10,450
Task 7:	For each management goal, develop targets, identify the causes of the impairment And the sources of the pollutant, , determine load reduction to achieve the target	$8,900
Task 8:	Complete the Watershed Restoration and Protection Strategy Plan and Final Report	$8,900
	Total:	$83,700

B. When requested by the CITY, the CONTRACTOR will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

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

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONTRACTOR'S inability to proceed with the work, or because the services of the CONTRACTOR are unsatisfactory; PROVIDED, however, that in any case the CONTRACTOR shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the CONTRACTOR'S actual costs plus a fee for profit based upon a fixed percentage of the CONTRACTOR'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completing or termination of the CONTRACTOR'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold CONTRACTOR harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the CONTRACTOR under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the CONTRACTOR shall request extensions, in writing, giving the reason therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY's review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONTRACTOR under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

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

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

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

GEOTECHNICAL SERVICES, INC

(Name & Title) David A. Edwards, P.E./ V.P.

ATTEST:

EXHIBIT A

GSI Principal: Ed Hubert, CHMM

Office 913-829-2400 Cell 816-304-3909 e-mail: ehubert@gsinetwork.com

GSI Point of Contact / Project Manager: Gregg Armstrong

Office: 316-554-0725 Cell 316-250-3867 e-mail: garmstrong@gsinetwork.com

Scope of Services

GSI will complete the RiverCity WRAPS Assessment and Planning phase project in accordance with the project approach provided in our Response to Request for Proposal (RFP). The scope of services is drawn from, and based on the City of Wichita Request for Proposal No. FP030082. Deliverables provided for this project will meet the RFP objectives and the full final report will satisfy the requirements of the Environmental Protection Agency (EPA) Nine Element Plan and Kansas Department of Health and Environment (KDHE) Project Completion Report. A summary of the proposed scope of services follows.

Project Kick-off Meeting

A Project Kick-off meeting will be scheduled upon finalization of the contract. In addition to the RiverCity WRAPS Executive Committee and City of Wichita Public Works Storm Water Management Division, representatives from other interested stakeholder organizations will be invited. These organizations would include, but are not limited to, Kansas Department of Health and Environment (KDHE), Sedgwick County Environmental Resources, Sedgwick County Extension, Arkansas River Coalition, Arkansas River Technical Advisory Committee, Visioneering Wichita, Wichita Initiative to Renew the Environment (WIRE), and Sedgwick County Natural Resources and Conservation Service (NRCS). Kansas Department of Wildlife and Parks (KDWP).

Agenda items will include;

- Introduction of GSI, MKEC and PBA project team members and summary of the RiverCity WRAPS Assessment and Planning Phase objectives,
- Summary presentation of the scope of services,
- Respond to questions from attendees,
- Invite attendees to participate in and contribute to the RiverCity WRAPS Assessment and Planning process.

Watershed Characterization (Satisfies City of Wichita RFP Tasks 1, 2 and 3 and EPA Nine Critical Elements 1)

In accordance with the City of Wichita RFP and EPA guidance, the team will gather existing data and create a watershed inventory, including addressing the following;

- Physical and natural features of the watershed, including watershed boundaries, topography, hydrology, soils, aquatic and terrestrial ecosystems, and climate data.
- Land use and population characteristics, including land use and cover data; past, current, and future land management practices; and watershed demographics.
- Pollutant sources, including point and non-point sources.
- Watershed management plans relative to surrounding watersheds potentially influencing shared river and stream systems.

Identify data gaps and provide recommendations for collection of additional data as needed

Compile and analyze existing data to facilitate identification of causes and sources of pollution (point and non-point source) that need to be controlled

- Watershed conditions, including existing water quality standards, water quality reports, and watershed-related reports.
- Watershed monitoring data, including water quality and flow data, biological data, and geomorphologic data.
- River and stream flow data, storm water management plans, drainage basin studies and reports, floodplain development and planning information, Master Drainage plans, and projected future land development plans.

Estimate pollutant loads based on available data and information and identify causes and sources of pollution that need to be controlled.

Deliverables will include a watershed inventory report, including compiled and tabulated watershed data, identification of data gaps, recommendations for collecting additional data, and a GIS geodatabase, including maps and figures identifying the physical boundaries of the target watershed, land use characteristics, point and non-point pollutant source areas, sensitive environments, impaired waters and waters in need of protection,

Finalize Goals and Identify Solutions (Satisfies City of Wichita RFP Tasks 4, 5, 6, portions of Task 7, and EPA Nine Critical Elements 2 and 3)

Identify target groups, topics and events to be included in the information/education aspect of the Watershed Restoration and Protection Strategy plan.

Estimate load reductions needed to achieve the stated watershed goals.

Identify critical areas in need of restoration and/or protection based on existing data, models and maps, supplemented as needed with additional modeling.

Develop and evaluate management measures (BMPs) capable of achieving the stated goals and objectives.

Develop indicators and targets to effectively evaluate progress toward achieving established watershed goals and objectives.

Scope of services will include up to four (4) public meetings to:

(1) Present and explain the watershed characterization findings and conclusions; provide an outline of steps to completion of the Watershed Restoration and Protection Strategy plan;

(2) Identify, evaluate and rank critical areas of the watershed in need of management, discuss existing watershed management efforts, present new management opportunities;

(3) Evaluate relative pollutant load reduction efficiencies of various BMPs, develop screening criteria to identify opportunities and constraints of various BMPs and management tools;

(4) Rank and prioritize pollutant watershed goals and BMPs and match watershed strategies to goals and critical management areas.

Deliverables will include a report including prioritized watershed goals and objectives and describing the process involved in the prioritization process; critical areas in need of restoration and/or protection and the processes used to identify these areas; estimated pollutant load reductions needed to achieve watershed goals and objectives and the processes used to develop these load reductions; identification of selected BMP alternatives and management tools needed to achieve the necessary load reductions, including the process used to evaluate the various management tools; and cost estimates for implementation of selected management practices. The Geodatabase will be updated to include all pertinent and applicable information.

Design Implementation Program (Satisfies City of Wichita RFP Tasks 7and 8, and EPA Nine Critical Elements 4 through 9)

Development of an implementation schedule for achieving goals.

Development of short-term, mid-term and long-term interim milestones to effectively measure the implementation progress

Development of criteria to measure progress toward meeting watershed goals

Development of monitoring component, expanding on progress criteria, designed to demonstrate a link between implementation of BMPs and water quality improvement within the watershed.

Develop an information/education component to provide watershed information, encourage implementation of preferred voluntary practices, and promote behavioral changes influencing water quality conditions.

Develop an evaluation process that will record changes and provide the basis for appropriate modifications to the watershed plan.

Identification of capital and operations and maintenance costs associated with implementation of the selected management practices, and comparison of initial and long-term benefits.

Assignment of responsibility for reviewing and revising the plan (per KDHE NCE document, minimum of every 5 years)

Deliverables will include preparation and submittal of a Draft RiverCity WRAPS Watershed Restoration and Protection Strategy Plan and Project Completion Report for review and comment by the RiverCity WRAPS SLT, City of Wichita Storm Water Management Section, and KDHE Watershed Management Section. Following the review and comment period, the final documents will be submitted for final approval by the KDHE and EPA. The final deliverable will meet all requirements of the EPA's Nine Critical Elements and KDHE Project Completion Report.

Project Schedule

Watershed Characterization: Completed within 60 days from Notice to Proceed (May through June 2011)

Finalize Goals and Identify Solutions: Completed within 180 days from Notice to Proceed (May through October 2011)

Final Implementation Program: Completed April 30, 2012

Exhibit B

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.

CITY OF WICHITA
City Council Meeting
April 26, 2011

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Easement at 3304 South Seneca for the Seneca, 31st Street South to Interstate 235 Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On April 6, 2010, the City Council approved the design concept and the funding to acquire right-of-way for the Seneca Street improvement project between 31st Street South and Interstate 235. The roadway will be widened to five lanes with four through lanes and a center, two-way turn lane. There will be new sidewalks on each side of Seneca. The traffic signals and the drainage system will be upgraded during construction. The property at 3304 South Seneca is improved with a single family residence. As part of the project, it is necessary to acquire a temporary construction easement at each of the two driveways to the property. The easement consists of a total of 2,025 square feet. None of the improvements are impacted by the easement.

Analysis: The owner agreed to accept the estimated appraised value of $200, or $0.10 per square foot.

Financial Considerations: The funding source is General Obligations Bonds. A budget of $250 is requested. This includes $200 for the acquisition and $50 for closing costs and related charges.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

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

Recommendation/Action: It is recommended that the City Council; 1) Accept the easement and 2) Approve the budget.

Attachments: Aerial map, tract map and temporary construction easement.

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 8th day of April, 2011, by and between Loan Hong Le, party of the first part, and the City of Wichita, Kansas, a municipal corporation, party of the second part.

WITNESSETH: That the said Grantor, in consideration of the sum of Two Hundred Dollars and No Cents ($200) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

As temporary construction easement:

A tract of land lying in the Northwest Quarter, Section 8, Township 28 South, Range 1 East of the 6th P.M., Wichita, Sedgwick County, KS more particularly described as follows:

The South 35 feet of the West 25 feet of Lot 6, Cumley's Addition, Sedgwick County, KS; ALONG with the North 46 feet of the West 25 feet of said Lot 6.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed. This temporary easement shall expire automatically at the end of construction or at three years from execution of said document, whichever comes first.

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

Loan Hong Le

4/8/2011

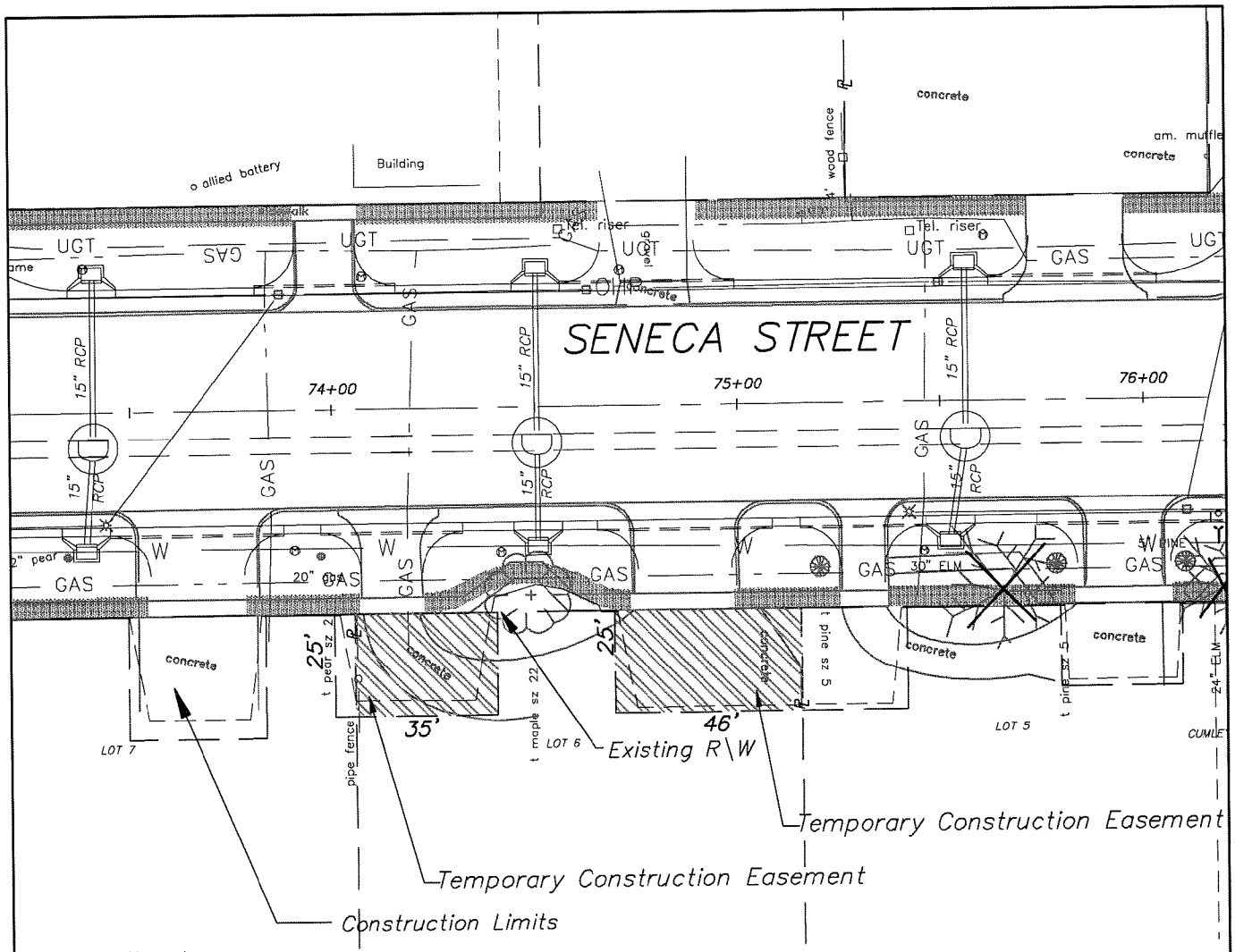
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on 8th day of April, 2011 by Loan Hong Le.

GERRI D. FORD
Notary Public
State of Kansas
My Appointment Expires 11-14-11

Notary Public

My Commission Expires: _____



Loan Hong Le
3304 S SENECA

Temporary Construction Easement

Proposed Temporary Construction Easement Legal Description:

A tract of land lying in the Northwest Quarter, Section 8, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas more particularly described as follows:

The South 35 feet of the West 25 feet of Lot 6, Cumley's Addition, Sedgwick County, Kansas; ALONG with the North 46 feet of the West 25 feet of said Lot 6.

Tax Key # D 10742
Proposed Right-of-way Acquisition Size: 2,025 Sq. Ft. +/-

SENECA STREET
I-235 TO 31st STREET

TRACT MAP

NANCY K. HARNED, ETAL
SEC 8-T28S-R1E

SCALE: 1"=40'

May 03, 2010

SHT: TMPMAP38

3304 S SENECA

Historic Districts
Old Town
Delano Overlay District
NO
YES
Property Parcels
Roads
State Highway
US Federal Highway
Interstate
KTA
Arterial
Collector
Minor
Ramp
Railroads
Quarter Section
Waterways
Streams
Historic Sites
REGIONAL
STATE/NATIONAL
STATE
Historic Environs
Zoning Cases
Parks
Airports
City Limits
Andale
Bel Aire
Bentley
Cheney
Clearwater
Colwich
Derby

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. 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. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
April 26, 2011

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Easement at 3324 South Seneca for the Seneca, 31st Street South to Interstate 235 Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On April 6, 2010, the City Council approved the design concept and the funding to acquire right-of-way for the Seneca Street improvement project between 31st Street South and Interstate 235. The roadway will be widened to five lanes with four through lanes and a center, two-way turn lane. There will be new sidewalks on each side of Seneca. The traffic signals and the drainage system will be upgraded during construction. The property at 3324 South Seneca is improved with a single family residence. As part of the project, it is necessary to acquire a temporary construction easement at the driveway. The easement consists of 1,145 square feet. None of the improvements are impacted by the easement.

Analysis: The owner agreed to accept the estimated appraised value of $115, or $0.10 per square foot.

Financial Considerations: The funding source is General Obligations Bonds. A budget of $165 is requested. This includes $115 for the acquisition and $50 for closing costs and related charges.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

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

Recommendation/Action: It is recommended that the City Council; 1) Accept the easement and 2) Approve the budget.

Attachments: Aerial map, tract map and temporary construction easement.

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 8th day of April, 2011, by and between Roger Sellers, party of the first part, and the City of Wichita, Kansas, a municipal corporation, party of the second part.

WITNESSETH: That the said Grantor, in consideration of the sum of One Hundred Fifteen Dollars ($115) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

As temporary construction easement:

A tract of land lying in the Northwest Quarter, Section 8, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas more particularly described as follows:

The South 34 Feet of the North 56 Feet of the West 30 Feet of Lot 7, Cumley's Addition, Sedgwick County, Kansas; ALONG with the North 5 Feet of the West 25 Feet of said Lot 7.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed. This temporary easement shall expire automatically at the end of construction or at three years from execution of said document, whichever comes first.

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

Roger L. Sellers — 4/8/11

Roger Sellers

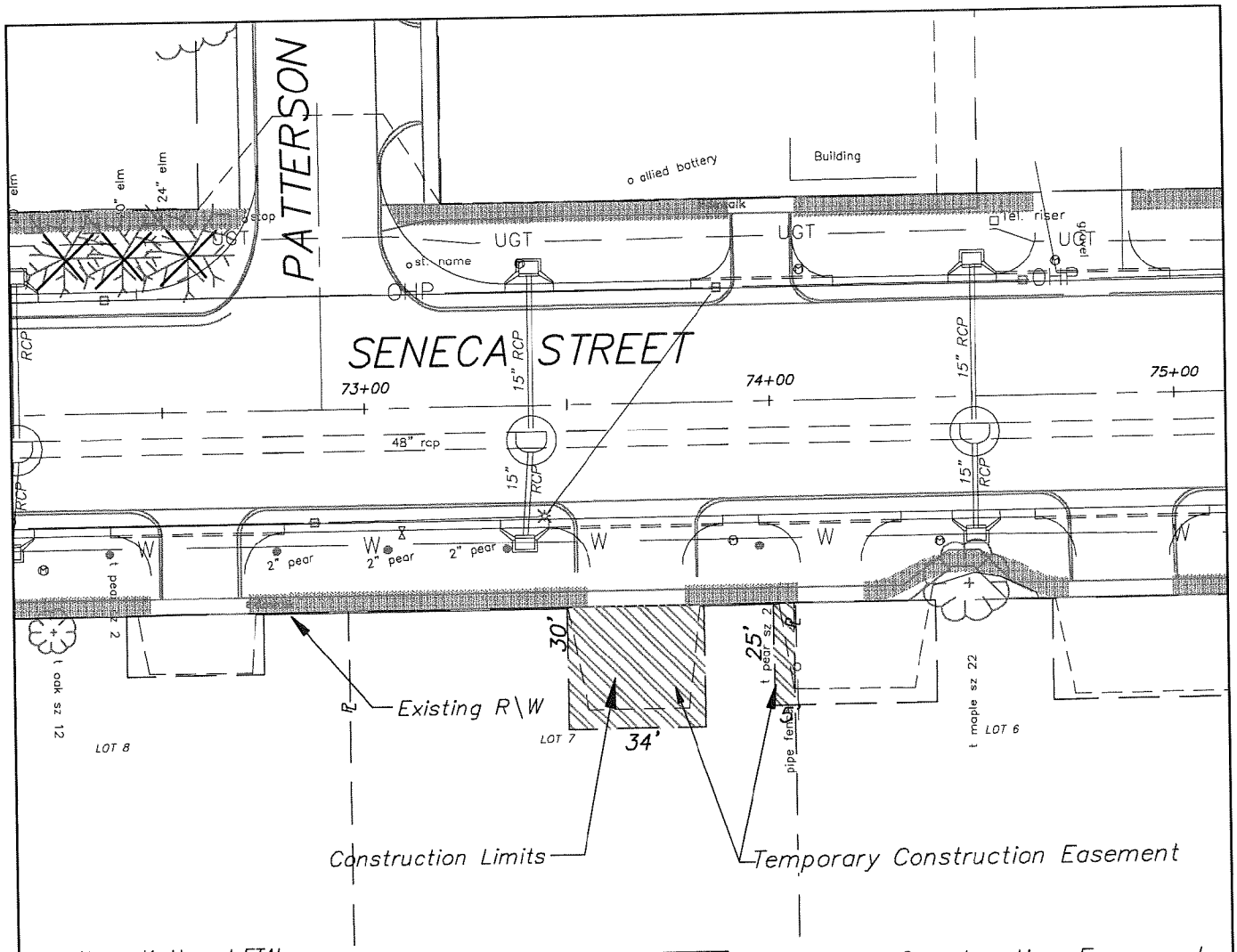
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on 8th day of April, 2011 by Roger Sellers.

Notary Public

My Commission Expires: 11-14-11

GERRI D. FORD
Notary Public
State of Kansas
My Appointment Expires



Nancy K. Harned ETAL
3324 S SENECA

Temporary Construction Easement

Proposed Temporary Construction Easement Legal Description:

A tract of land lying in the Northwest Quarter, Section 8, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas more particularly described as follows:

The South 34 feet of the North 56 feet of the West 30 feet of Lot 7, Cumley's Addition, Sedgwick County, Kansas; ALONG with the North 5 feet of the West 25 feet of said Lot 7.

Tax Key # D 10743
Proposed Right-of-way Acquisition Size: 1,145 Sq. Ft. +/-

SENECA STREET
I-235 TO 31st STREET

TRACT MAP

NANCY K. HARNED, ETAL
SEC 8-T28S-R1E

SCALE: 1"=40'

May 03, 2010

SHT: TMPMAP37

3324 S SENECA

D10743

Identified Features

Selected Features

Delano Overlay District

NO

YES

Property Parcels

Roads

State Highway

US Federal Highway

Interstate

KTA

Arterial

Collector

Minor

Ramp

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. 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. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

City of Wichita
City Council Meeting

April 26, 2011

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous and Unsafe Structures (Districts I, IV and VI)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On January 10, 2011, the Board of Code Standards and Appeals conducted hearings on the properties listed below as items a) and b). On April 4, 2011, the Board of Code Standards and Appeals conducted hearings on the properties listed below as items c) and d). The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

Analysis: Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

Property Address	Council District
a. 2603 / 2605 East Stadium (duplex)	I
b. 1731 North Volutsia	I
c. 3008 West Maple	IV
d. 2321 North Fairview	VI

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

Goal Impact: This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods. Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita that cause them to be deemed as dangerous and unsafe buildings for condemnation consideration, as required by State Statutes.

Recommendations/Actions: Adopt the attached resolutions to schedule a public hearing before the City Council on June 7, 2011 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letters to Council, summaries, and resolutions.

GROUP # 6

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2603 / 2605 E. STADIUM (DUPLEX)** and legally described as: **THE EAST 21 FEET OF LOT 12, AND ALL OF LOT 13, EXCEPT THE EAST 3 FEET, BLOCK 5, SHADYBROOK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 7, 2011** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 26 x 42 feet in size. Vacant for at least 5 years, this structure has a shifting and cracking concrete block foundation; badly worn composition roof, with holes and missing shingles; missing fascia; and the chimney is deteriorated.

(b) Street Address: 2603 / 2605 E. STADIUM (duplex)

(c) Owners:
Oneil Davis & Julia Ann Davis
5017 E 21st N
Wichita KS 67208

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn, Attorney
301 N Main #1600
Wichita KS 67202

State of Kansas Revenue Dept Tax Liens
915 SW Harrison
Topeka KS 66612

IRS Federal Tax Liens
271 W 3rd N #3000
Stope 5333 WIC
Wichita KS 67202

(g) Mortgage Holder(s):
CitiMortgage Inc
c/o Milsap & Singer LLC
11460 Tomahawk Creek Parkway #300
Leawood KS 66211

(h) Interested Parties: None

DATE: April 6, 2011

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 2603 / 2605 E. STADIUM (duplex)

LEGAL DESCRIPTION: THE EAST 21 FEET OF LOT 12, AND ALL OF LOT 13, EXCEPT THE EAST 3 FEET, BLOCK 5, SHADYBROOK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 26 x 42 feet in size. Vacant for at least 5 years, this structure has a shifting and cracking concrete block foundation; badly worn composition roof, with holes and missing shingles; missing fascia; and the chimney is deteriorated.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

GROUP # 6

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1731 N. VOLUTSIA** and legally described as: **THE SOUTH 52 FEET OF THE NORTH 66 FEET OF LOT 43, VOLUTSIA AVENUE, GETTOS 3RD ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 7, 2011** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 38 x 23 feet in size. Vacant for at least 3 years, this structure has shifting and cracking concrete basement walls; missing vinyl siding; badly worn composition roof; deteriorated front porch; and the wood trim and framing members are deteriorated.

(b) Street Address: 1731 N. VOLUTSIA

(d) Owners:
Schupbach Investments LLC
3415 Bayview
Wichita KS 67204

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn, Attorney
301 N Main #1600
Wichita KS 67202

Bank of Commerce & Trust Co
PO Box 529
Wellington KS 67152

(i) Mortgage Holder(s): None

(j) Interested Parties: None

DATE: April 6, 2011

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1731 N. VOLUTSIA

LEGAL DESCRIPTION: THE SOUTH 52 FEET OF THE NORTH 66 FEET OF LOT 43, VOLUTSIA AVENUE, GETTOS 3RD ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 38 x 23 feet in size. Vacant for at least 3 years, this structure has shifting and cracking concrete basement walls; missing vinyl siding; badly worn composition roof; deteriorated front porch; and the wood trim and framing members are deteriorated.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **3008 W MAPLE** and legally described as: **LOTS 48 AND 50, ON MAPLE STREET, SMITHSON'S SUBDIVISION OF SMITHSON'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 7, 2011** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 38 x 24 feet in size. Vacant for at least one year, this structure has broken and missing transite siding; exposed, rotted framing members; deteriorated front porch; rotted wood trim; and the 20x20 foot accessory garage is deteriorated.

(b) Street Address: 3008 W MAPLE

(e) Owners:
Mayme J Allen
10708 Donbrese Ave
Tampa FL 33615-3503

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn, Attorney
301 N Main #1600
Wichita KS 67202

(k) Mortgage Holder(s): None

(l) Interested Parties: None

DATE: April 6, 2011

CDM SUMMARY

COUNCIL DISTRICT # IV

ADDRESS: 3008 W MAPLE

LEGAL DESCRIPTION: LOTS 48 AND 50, ON MAPLE STREET, SMITHSON'S SUBDIVISION OF SMITHSON'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 38 x 24 feet in size. Vacant for at least one year, this structure has broken and missing transite siding; exposed, rotted framing members; deteriorated front porch; rotted wood trim; and the 20x20 foot accessory garage is deteriorated.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2321 N FAIRVIEW** and legally described as: **LOTS 22 AND 24, FAIRVIEW AVENUE, WALTER MORRIS & SON'S SECOND ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 7, 2011** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 27 x 41 feet in size. Vacant and open, this structure has deteriorated and missing vinyl and metal siding; rotted rafters; dilapidated rear porch; rotted soffits, fascia and wood trim; and the five attached accessory (10 x 10, 6 x 6, 9 x 8, 10 x 19, 8 x 24) structures are deteriorated.

(b) Street Address: 2321 N FAIRVIEW

(f) Owners:
Roberto Ignacio Tornez
301 E Mulberry
Dodge City KS 67801

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn, Attorney
301 N Main #1600
Wichita KS 67202

(m) Mortgage Holder(s): None

(n) Interested Parties: None

DATE: April 6, 2011

CDM SUMMARY

COUNCIL DISTRICT # VI

ADDRESS: 2321 N FAIRVIEW

LEGAL DESCRIPTION: LOTS 22 AND 24, FAIRVIEW AVENUE, WALTER MORRIS & SON'S SECOND ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 27 x 41 feet in size. Vacant and open, this structure has deteriorated and missing vinyl and metal siding; rotted rafters; dilapidated rear porch; rotted soffits, fascia and wood trim; and the five attached accessory (10 x 10, 6 x 6, 9 x 8, 10 x 19, 8 x 24) structures are deteriorated.

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

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

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

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

Published in the Wichita Eagle on April 29 and May 6, 2011

RESOLUTION NO. 11-099

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: THE EAST 21 FEET OF LOT 12, AND ALL OF LOT 13, EXCEPT THE EAST 3 FEET, BLOCK 5, SHADYBROOK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 2603 / 2605 E. STADIUM (DUPLEX) MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 26th day of April 2011, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the 7th day of June 2011, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at THE EAST 21 FEET OF LOT 12, AND ALL OF LOT 13, EXCEPT THE EAST 3 FEET, BLOCK 5, SHADYBROOK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 2603 / 2605 E. STADIUM (duplex), may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 26 x 42 feet in size. Vacant for at least 5 years, this structure has a shifting and cracking concrete block foundation; badly worn composition roof, with holes and missing shingles; missing fascia; and the chimney is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 26th day of April 2011.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

OCA: 230200

Published in the Wichita Eagle on April 29 and May 6, 2011

RESOLUTION NO. 11-100

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: THE SOUTH 52 FEET OF THE NORTH 66 FEET OF LOT 43, VOLUTSIA AVENUE, GETTOS 3RD ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1731 N. VOLUTSIA MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 26th day of April 2011, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the 7th day of June 2011, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at THE SOUTH 52 FEET OF THE NORTH 66 FEET OF LOT 43, VOLUTSIA AVENUE, GETTOS 3RD ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1731 N. VOLUTSIA, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 38 x 23 feet in size. Vacant for at least 3 years, this structure has shifting and cracking concrete basement walls; missing vinyl siding; badly worn composition roof; deteriorated front porch; and the wood trim and framing members are deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 26th day of April 2011.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

OCA: 230200

Published in the Wichita Eagle on April 29 and May 6, 2011

RESOLUTION NO. 11-101

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 48 AND 50, ON MAPLE STREET, SMITHSON'S SUBDIVISION OF SMITHSON'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS KNOWN AS 3008 W MAPLE MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 26th day of April 2011, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the 7th day of June 2011, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 48 AND 50, ON MAPLE STREET, SMITHSON'S SUBDIVISION OF SMITHSON'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, known as: 3008 W MAPLE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 38 x 24 feet in size. Vacant for at least one year, this structure has broken and missing transite siding; exposed, rotted framing members; deteriorated front porch; rotted wood trim; and the 20x20 foot accessory garage is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 26th day of April 2011.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

OCA: 230200

Published in the Wichita Eagle on April 29 and May 6, 2011

RESOLUTION NO. 11-102

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 22 AND 24, FAIRVIEW AVENUE, WALTER MORRIS & SON'S SECOND ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS KNOWN AS 2321 N FAIRVIEW MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 26th day of April 2011, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the 7th day of June 2011, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 22 AND 24, FAIRVIEW AVENUE, WALTER MORRIS & SON'S SECOND ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, known as: 2321 N FAIRVIEW, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 27 x 41 feet in size. Vacant and open, this structure has deteriorated and missing vinyl and metal siding; rotted rafters; dilapidated rear porch; rotted soffits, fascia and wood trim; and the five attached accessory (10 x 10, 6 x 6, 9 x 8, 10 x 19, 8 x 24) structures are deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 26th day of April 2011.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk

FROM: Gary E. Rebenstorf, Director of Law

SUBJECT: Report on Claims for March 2011

DATE: April 4, 2011

The following claims were approved by the Law Department during the month of March, 2011.

Chavez, Steve	$ 330.00**
Fitzwater, Donald	$12,822.35* **
Kansas Gas Service	$ 490.10**
Mann, Brian	$ 2,000.00**
Progressive Insurance	$ 3,267.66**

*City Manager Approval
** Settled for lesser amount than claimed
***Settled for more than amount claimed
****Railroad Overspray Claim

cc: Robert Layton, City Manager
Kelly Carpenter, Director of Finance

CITY OF WICHITA
City Council Meeting
April 26, 2011

TO: Mayor and City Council

SUBJECT: Acquisition by Eminent Domain of Tracts Required for the for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real properties.

Background: On November 6, 2007, the City Council approved the design concept and proposed project to widen East 13th Street North between Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The corridor is improved with a variety of residential and commercial properties as well as vacant land.

Analysis: To date, 57 tracts have been acquired. Several of the remaining tracts have title issues which prevent or hinder closing. Due to the timing of the project, it is necessary to initiate eminent domain at this time. Staff will continue to negotiate with the owners as well continue to work to clear title issues. As agreements are reached or title is cleared, tracts will be deleted from the eminent domain action.

Financial Considerations: The cost of these acquisitions will be paid for with General Obligation Bonds.

Goal Impact: The acquisition of these parcels is necessary to ensure Efficient Infrastructure in a rapidly growing part of the City.

Legal Considerations: The City is authorized by law to commence eminent domain proceedings to acquire these properties.

Recommendation/Action: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property; and directing the City Attorney to file the appropriate proceedings in the District Court to accomplish such acquisition.

Attachments: Tract list, condemnation resolution and condemnation ordinance.

PUBLISHED IN THE WICHITA EAGLE ON APRIL 29, 2011

RESOLUTION NO. 11-103

A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING PRIVATE PROPERTY FOR THE USE OF THE CITY OF WICHITA IN CONNECTION WITH THE PLANNED 13TH STREET NORTH – HIGHWAY I-135 TO OLIVER STREET IMPROVEMENT PROJECT IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS;

WHEREAS, the governing body has previously authorized the study and the preliminary design of certain improvements for public right-of-way on 13th Street North from Highway I-135 to Oliver Street in the City of Wichita; and

WHEREAS, such study and preliminary design has identified the need to acquire several parcels of private property in order to properly complete such improvements; and

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

SECTION 1. The governing body hereby declares it to be necessary to acquire certain private property in connection with improvement of 13th Street North from Highway I-135 to Oliver Street.

SECTION 2. The City Engineer is directed to make or cause to be made a survey and description of the lands and/or interests to be acquired and to have such survey and description filed with the City Clerk.

SECTION 3. That this Resolution shall take effect and be in force from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of April, 2011.

CITY OF WICHITA

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

PUBLISHED IN THE WICHITA EAGLE ON MAY 6, 2011

ORDINANCE NO. 48- 900

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE 13th STREET NORTH, HIGHWAY I-135 TO OLIVER STREET IMPROVEMENT PROJECT IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

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

SECTION 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of public right-of-way for the development of infrastructure associated with the development of the 13th Street North from Highway I-135 to Oliver Street Improvement project in the City of Wichita, Sedgwick County, Kansas, the lands and easements hereinafter described in Section 2.

SECTION 2. That the description of the lands and title therein necessary for the purpose of such action is as follows:

Clear and complete title for the uses and purposes herein set forth in and to the following-described tracts, to-wit:

All of Lots 97 & 99, Eleventh Street Addition, an addition to Wichita, Sedgwick County, Kansas and

All of Lot 1, Block A, and also all of the Contingent Street Right-of-way dedication all as platted in Curry-Roberts Addition, an addition to Wichita, Sedgwick County, Kansas and

Parts of Lots 2, 4, 6, & 8, on Alice Avenue (now Green Avenue) in Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:
All of the East 40 feet of lots 2, 4, 6, & 8, on Alice Avenue (now Green Avenue) in Fairmount Park Addition and

Parts of Lots 1, 3, 5, & 7, on Academy Avenue (now Volutsia Avenue) in Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:
All of the West 60 feet of lots 1, 3, 5, & 7, on Academy Avenue (now Volutsia Avenue) in Fairmount Park Addition and

Parts of Lots 1, 3, 5, & 7, on Academy Avenue (now Volutsia Avenue) in Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:
All of the East 75 feet of Lots 1, 3, 5, & 7, on Academy Avenue (now Volutsia Avenue) in Fairmount Park Addition and

Parts of Lots 2, 4, 6, & 8, on Mt. Vernon (now Erie Avenue) in Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:
All of the East half of Lots 2, 4, 6, & 8, on Mt. Vernon (now Erie Avenue) in Fairmount Park Addition and

Parts of Lots 1, 3, 5, & 7, on Lorraine Avenue in Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:
All of the West half of Lots 1, 3, 5, & 7, on Lorraine Avenue in Fairmount Park Addition and

A tract of land in Lot 33 & 34, except that part dedicated by Deed recorded on film 2206 on page 1407, Rosenthal's 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:
All of the West 100.00 feet of said Lot 33 & 34, except that part dedicated by Deed recorded on film 2206 on page 1407, Rosenthal's 2nd Addition and

All of Lots 35, 36, 60, 61, 62, 63, 64, 65, 66 and 67 on Herbert Avenue, now Minneapolis, in Rosenthal's 2nd Addition, an addition to Wichita, Sedgwick County, Kansas and

All of Lots 47 & 48, Block 3, Country Club Heights Addition, an addition to Wichita, Sedgwick County, Kansas and

All of Lots 1 & 2, Block 3, Country Club Heights Addition, an addition to Wichita, Sedgwick County, Kansas.

Permanent easements for right of way, public utilities and related uses in and to the following-described tracts, to-wit:

A tract of land in Lots 2, 4, 6, & 8, on Mabel Avenue (now Estelle Avenue), Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:
All of the remaining south 5.00 feet of the west half of said Lot 2 on Mabel Avenue (now Estelle Avenue), as platted in Fairmount Park Addition and

A tract of land in Lots 2, 4, 6, & 8, on Mabel Avenue (now Estelle Avenue), Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:
All of the east half of said Lot 2 on Mabel Avenue (now Estelle Avenue), as platted in Fairmount Park Addition and

A tract of land in Lots 1, 3, 5, & 7, on Mt. Vernon Avenue (now Erie Avenue), Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:
All of the west half of said Lot 1 on Mt. Vernon Avenue (now Erie Avenue), as platted in Fairmount Park Addition and

A tract of land in Lots 2,4,6,8,10 & 12, Baldock's Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:
All of the North 20.00 feet of the West 45 feet of the East 75 feet of Lot 2 as platted in Baldock's Addition. AND all of the North 20 feet of the East 30 feet of Lot 2 as platted in Baldock's Addition. AND all of the North 20 feet of the West 15 feet of vacated Holyoke Avenue adjoining the East line of Lot 2 in Baldock's Addition and

A tract of land withina tract commencing at a point 390 feet East and 30 feet South of the Northwest corner of Section 14, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence South 262.66 feet; thence East 130.74 feet; thence North 262.66 feet; thence West 130.74 feet to the place of beginning, more particularly described as follows: Beginning at a point 390.00 feet east & 30.00 feet south of the Northwest corner of the Northwest ¼ Sec14-T27S-R1E; thence southerly 25.00 feet along west line of said tract; thence easterly 130.74 feet along a line parallel with the north line of said tract; thence northerly 25.00 feet along east line of said tract; thence westerly 130.74 feet along north line of said tract to the point of beginning and

A tract of land in Lot 15, Block C, Yale Heights Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:
All of the south 5.00 feet of said Lot 15, Block C, as platted in Yale Heights Addition and

A tract of land in Lots 36,38, & 40, on Fairmount Avenue, Fairmount Place Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:
All of the north 25.00 feet of said Lot 40 on Fairmont Avenue, as platted in Fairmount Place Addition and

A tract of land in Lots 188 & 190, on Fairmount Avenue, Fairmount Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:
All of the south 10.00 feet of said Lot 190 on Fairmount Avenue, as platted in Fairmount Addition and

A tract of land in Lots 33, 35, 37, & 39, on Vassar Avenue, Fairmount Place Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:
All of the north 25.00 feet of said Lot 39 on Vassar Avenue as platted in Fairmount Place Addition and that part of the vacated 10.00 feet of Vassar Avenue adjoining the north 25.00 feet of said Lot 39 and

A tract of land in Lot 1, Cherrywynd Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:
All of the north 10.00 feet of said Lot 1 as measured perpendicularly to the north line of said Lot 1, as platted in Cherrywynd Addition.

Temporary construction easements for driveway, drainage and road construction in and to the following-described tracts, to-wit:

A tract of land in Lots 2, 4, 6, & 8, on Mabel Avenue (now Estelle Avenue), Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:
All of the north 15.00 feet of the west half of said Lot 4 on Mabel Avenue (now Estelle Avenue), as platted in Fairmount Park Addition and

A tract of land in Lots 2, 4, 6, & 8, on Mabel Avenue (now Estelle Avenue), Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:
All of the north 15.00 feet of the east half of said Lot 4 on Mabel Avenue (now Estelle Avenue), as platted in Fairmount Park Addition and

A tract of land in Lots 2,4,6,8,10 & 12, Baldock’s Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:
All of the West 45 feet of the East 75 feet of Lot 2 except the north 20 feet thereof, as platted in Baldock's Addition. AND all of the east 30 feet of Lot 2 except the north 20 feet thereof, as platted in Baldock's Addition. AND all of the west 15 feet of vacated Holyoke Avenue adjoining the East line of Lot 2 except the north 20 feet thereof, in Baldock's Addition. All of the north 5.00 feet of the west 45 feet of the east 75 feet of Lot 4 as platted in Baldock’s Addition. AND all of the north 5.00 feet of the east 30 feet of Lot 4 as platted in Baldock’s Addition. AND all of the north 5.00 feet of the west 15.00 feet of vacated Holyoke Avenue adjoining the east line of Lot 4 in Baldock’s Addition and

A tract commencing at a point 390 feet East and 30 feet South of the Northwest corner of Section 14, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence South 262.66 feet; thence East 130.74 feet; thence North 262.66 feet; thence West 130.74 feet to the place of beginning.

Beginning at a point 390.00 feet east & 55.00 feet south of the Northwest corner of the Northwest ¼ Sec14-T27S-R1E; thence southerly 20.00 feet along west line of said tract; thence easterly 130.74 feet along a line parallel with the north line of said tract; thence northerly 20.00 feet along east line of said tract; thence westerly 130.74 feet along north line of said tract to the point of beginning and

A tract of land in Lot 15, Block C, Yale Heights Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:
All of the north 5.00 feet of the south 10.00 feet of said Lot 15, Block C, as platted in Yale Heights Addition and

A tract of land in Lots 33,35,37, & 39, on Vassar Avenue, Fairmount Place Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the west 30.00 feet of Lot 39 on Vassar Avenue, except the north 25.00 feet thereof, ALSO, the west 30.00 feet of the north 20.00 feet of Lot 37 on Vassar Avenue, all as platted in Fairmount Place Addition and

SECTION 3. That the City Attorney is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Sedgwick County, Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

SECTION 4. That the costs of said acquisition when ascertained shall be paid from General Obligation Bonds to be issued for the costs of such improvements; PROVIDED, however, should the City of Wichita acquire said property (and said City hereby reserves its right to abandon the condemnation as to any of all tracts) that General Funds are available for said purpose as provided by law.

SECTION 5. That the costs of said acquisition shall be charged to the City of Wichita.

SECTION 6. That 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 3rd day of May, 2011.

CITY OF WICHITA

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

13th Street: Hydraulic to Oliver

Acquisition Status

Tract	Property Address	Tract Owner	Take Size	Type	Occupancy	Status
2	1717 E. 13th St N.	Dennis Jones	Part	Commercial	Owner	Closed
5	1903 E. 13th St N.	Dion Glenn/Jim Hudson	Full	Vacant lot	NA	Closed
7	2001 E. 13th St N.	Baptist Church Inc	Part	Vacant lot	NA	Closed
9	2013 E. 13th St N.	Baptist Church Inc	Part	Vacant lot	NA	Closed
10	2015 E. 13th St N.	Baptist Church Inc	Part	Vacant lot	NA	Closed
11	2029 E. 13th St N.	Baptist Church Inc	Part	Vacant lot	NA	Closed
8	2000 Block E. 13th St	F.W. & Mamie Crouch	Part	Vacant lot	NA	Closed
13	2105 E. 13th St N.	Aldene Barker	Full	Residential	Owner	
16	2201 E. 13th St N.	Chester Selmon Rev Trust	Part	Commercial	Rental	Closed
20	2305 E. 13th St N.	Samuel Roberts	Full	Commercial	Owner	
25	2421 E. 13th St. N.	Schupbach Investments, LLC	Part	Commercial	Rental	Closed
27	2513 E. 13th St N.	James Lee	Part	Vacant lot	NA	Closed
28	2517 E. 13th St N.	Janice Thacker	Part	Residential	Rental	Closed
29	2607 E. 13th St N.	Thuy Bui	Full	Residential	Rental	Closed
30	2611 E. 13th St N.	Schupbach Investments, LLC	Full	Residential	Rental	
31	2612 E 13th St N.	Paul O'Neil/Edward Dickson	Part	Residential	Rental	Closed
32	2626 E. 13th St. N.	Gerald Stuckey	Part	Residential	Owner	Closed
34	2703 E. 13th St N.	Taylor Jones Properties Inc.	339 sf	Residential	Rental	
36	2715 E. 13th St N.	Lionel Henry	1,684 sf	Vacant lot	NA	
38	2717 E. 13th St N.	Harold & Leanor Price	Full	Residential	Owner	Pending
40	2725 E. 13th St N.	Harold & Leanor Price	Full	Residential	Owner	Pending
43	2805 E. 13th St. N.	Charles Maryman	Full	Residential	Owner	Closed
44	2809 E. 13th St N.	Reltsuh Inc	Full	Residential	Rental	Closed
45	2821 E. 13th St N.	Joel Gutierrez/Donald Minor	1,686 sf	Vacant lot	NA	
49	2919 E. 13th St N.	Roy Owens	Full	Residential	Rental	
50	2923 E. 13th St N.	Ngoc Ninh Quyen	Full	Duplex	Rental	Closed
51	3003 E. 13th St N.	Dorothy Swinney	Full	Residential	Owner	Closed
54	3009 E. 13th St N.	John Swinney	Full	Residential	Owner	Closed
55	3011 E. 13th St N.	A&T Rentals #2 LLC	Full	Residential	Rental	Closed
56	3017 E. 13th St N.	Norma Murry	Full	Residential	Rental	Pending
57	3021 E. 13th St N.	Stanley J. Davis	Full	Residential	Rental	Closed
68	3217 E. 13th St N.	Linda Kendrick	1,807 sf	Vacant lot		
70	3309 E. 13th St N.	Jeremiah C. & Kelly J. Leathers	Part	Residential	Rental	Pending
72	3501 E. 13th St N.	Oscar & Shirley Materre	Full	Duplex	Rental	Closed
73	3517 E. 13th St N.	Albert Lucas	Part	Residential	Owner	Closed
74	3519 E. 13th St N.	John Jacobs Jr	Part	Residential	Rental	Closed
75	3532 E. 13th N.	Joel Associates	Full	Duplex	Rental	Closed
76	3536 E. 13th St N.	Penny Urban	Part	Residential	Owner	Closed
77	3604 E. 13th St N.	City of Wichita	Part	Residential	Rental	Closed
78	3612 E. 13th St N.	Vendee Mortgage Trust	Part	Residential	Rental	Closed
79	3620 E. 13th St N.	Floyd & Susie Phillips	350 sf, 350 sf TE	Residential	Rental	
81	3704 E. 13th St. N.	Robert & Joyce Perrine	Part	Residential	Rental	Closed
82	3712 E. 13th St N.	Marvin Grant	Part	Residential	Rental	Closed
83	3720 E. 13th St N.	World Impact Inc	Part	Residential	Rental	Closed
84	3804 E. 13th St N.	Beverly Kimmel	Part	Duplex	Rental	Closed
85	3812 E. 13th St. N.	City of Wichita	Part	Residential	Rental	Closed
92	4601 E. 13th St N.	Larry & Melody Miller	1,635 sf	Commercial	Rental	Closed
95	4615 E. 13th St N.	Ahmad Haidar	Part	Commercial	Owner	Closed
96	4703 E. 13th St N.	Dennis Woods	Part	Commercial	Owner	Closed
117	1356 N. Kansas	Northeast Group Inc	Full	Duplex	Owner	
118	1800 E. 13th St. N.	Christopher Mick	Full	Vacant lot	NA	Closed
119	1357 N. Minneapolis	Eastside Church of God in Christ	Full	Church	Owner	Pending
120	1352 N. Minneapolis	Elecia McFadden	Full	Residential	Owner	Closed
122	1349 N. Minnesota	Community Nat'l Bank	Full	Residential	Rental	Closed
123	1352 N. Minnesota	Stanley & Annette Davis	Part	Vacant lot	NA	Closed

125	1355 N. Piatt	Latisha Davis/Helen Griffin	Full	Residential	Owner	Closed
130	1355 N. Madison	St. James Missionary Baptist Churc	Part	Parking	Owner	Closed
132	1356 N. Poplar	James Lee	Part	Commercial	Owner	Closed
133	1355 N . Green	Janice Thacker	Part	Residential	Rental	Closed
134	1358 N. Green	Elise Baker	Full	Residential	Owner	Closed
136	1351 N. Estelle	Robert E. & Kimberly Orange	Part	Vacant lot	NA	Closed
137	1351 N Estelle	Robert E. & Kimberly Orange	Part	Vacant lot	NA	Closed
138	1355 N. Erie	Worryfree Enterprics	Full	Residential	Rental	Closed
139	1356 N. Erie	Pamela Thompson	Part	Residential	Rental	Closed
141	1355 N. Chautauqua	Mary Parnell	Full	Duplex	Owner/Rental	Closed
146	1345 N. Fairmount	Jeanette I. Robson & Dorothy Jarrel	Full	Duplex (2)	Owner/Rental	Closed
147	1350 N. Fairmount	Dhon Hauserman	3,750 sf	Vacant lot	NA	
148	1404 N. Fairmount	Reggie Harlmon	1,499 sf	Residential	Rental	
149	1403 N. Vassar	Don & Danielle Lucero	Part	Residential	Rental	Closed
150	1337 N. Vassar	Robin Allen	Part	Residential	Owner	Pending
151	1404 N. Vassar	Carol Ross	Part	Residential	Owner	Closed
152	1403 N. Yale	Patricia Cox	Part	Residential	Owner	Closed
153	1360 N. Yale	Jonathan Haney	1,051 sf	Residential	Owner	Pending
154	840 N. Yale	Park Board	Part	Golf Course	Owner	Closed
162	1358 N. Crestway	Jerry Lively	Full	Residential	Owner	Closed
163	1357 N. Terrace	Betty Gracey	Full	Residential	Rental	Closed
166	1358 N. Terrace	Said & Kathy L. Miremadi	Full	Residential	Rental	
167	1359 N. Pershing	Jeckl Investment Co.	Full	Residential	Rental	

CITY OF WICHITA
City Council Meeting
April 26, 2011

TO: Mayor and City Council

SUBJECT: Acquisition by Eminent Domain of Tracts Required for the Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real properties.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, the City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River to be transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. Certain sites have been identified as necessary for the capture of above base flow water, locations for water treatment facilities, recharge/recovery wells, and recharge basins. There were 92 parcels identified as being impacted by the project and acquisitions of easements was necessary. Ninety tracts have been acquired through negotiations since acquisitions started in 2009. Initiation of eminent domain to acquire the remaining two tracts was approved on March 8, 2011.

Analysis: The two remaining parcels are adjacent and have common ownership. After initial approval, it was determined that the legal descriptions needed to be modified. This modification requires that the ordinance be reread and republished. Once this is complete, the eminent domain action will proceed as previously approved. Staff will continue to negotiate with both owners. If an agreement is reached, the tracts will be deleted from the eminent domain action.

Financial Considerations: The cost of these acquisitions will be paid for with General Obligation Bonds.

Goal Impact: The acquisition of these parcels is necessary to ensure Efficient Infrastructure.

Legal Considerations: The City is authorized by law to commence eminent domain proceedings to acquire these properties.

Recommendation/Action: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property; and directing the City Attorney to file the appropriate proceedings in the District court to accomplish such acquisition.

Attachments: Tract maps and condemnation ordinance.

PUBLISHED IN THE WICHITA EAGLE ON _MAY 6, 2011

ORDINANCE NO. 49-001

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE AQUIFER RECHARGE AND STORAGE PROJECT IN SEDGWICK COUNTY AND HARVEY COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF HARVEY COUNTY, KANSAS AND IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

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

SECTION 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of public right-of-way for the development of infrastructure associated with the Aquifer Recharge and Storage project in Sedgwick County and Harvey County, Kansas, the lands and easements hereinafter described in Section 2.

SECTION 2. That the description of the lands and title therein necessary for the purpose of such action is as follows:

Clear and complete title for the uses and purposes herein set forth in and to the following-described tracts, to-wit:

The East 466.69 feet of the South 466.69 feet of the NE ¼, Section 35, T24S, R2W of the Sixth Principal Meridian, Harvey County, Kansas. Said tract contains 5.00 acres, more or less, including existing road Right-of-Way.

And permanent easements for the purposes herein described in and to the following-described tracts, to-wit:

A permanent easement for the purpose of constructing, operating, maintaining, inspecting and repairing a pipeline for the transmission of water and associated uses over a strip of land described as:

An 85.5 foot strip permanent waterline easement over the East 165 feet of the Southwest Quarter of the Northeast Quarter and a portion of the Southeast Quarter of the Northeast Quarter of Section 35, Township 24 South, Range 2 West of the 6th P.M., Harvey County, Kansas described as:

Beginning at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 35, Township 24 South, Range 2 West of the 6th P.M., Harvey County, Kansas; thence bearing S89°29’01”W, along the South line of said Southwest Quarter of the Northeast Quarter, a distance of 104.19 feet; thence bearing N42°55’57”W, a distance of 90.32 feet to the West line of the East 165 feet of the Southwest Quarter of the Northeast Quarter of said Section 35; thence bearing N00°36’57”W, along said West line, a distance of 127.00 feet; thence bearing S42°55’57”E, a distance of 262.35 feet to the South line of the Southeast Quarter of the Northeast Quarter of Section 35, Township 24 South, Range 2 West; thence bearing S89°29’01”W, a distance of 11.62 feet to the Point of Beginning and

A permanent easement for the purpose of constructing, operating, maintaining, inspecting and repairing a pipeline for the transmission of water and associated uses over a strip of land described as:

An 85.5 foot strip permanent waterline easement over the Southwest Quarter of the Northeast Quarter of Section 35, Township 24 South, Range 2 West of the 6th P.M., Harvey County, Kansas described as:

Commencing at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 35, Township 24 South, Range 2 West of the 6th P.M., Harvey County, Kansas; thence bearing N89°33'17"E, along the North line of said Southwest Quarter of the Northeast Quarter, a distance of 9.97 feet to the Point of Beginning of a permanent waterline easement; thence bearing S42°55'57"E, a distance of 1704.04 feet to the West line of the East 165 feet of the Southwest Quarter of the Northeast Quarter of said Section 35; thence bearing N00°36'57"W, along the West line of said East 165 feet, a distance of 127.00 feet; thence bearing N42°55'57"W, a distance of 1531.82 feet to the North line of said Southwest Quarter of the Northeast Quarter of said Section 35; thence bearing S89°33'17"W, along said North line, a distance of 115.94 feet to the Point of Beginning.

And temporary construction easements for the purpose of constructing, maintaining, and repairing utilities, over, along and under the following described real estate situated in Harvey County, Kansas, to wit:

A 75.0 foot strip temporary construction easement over the Southwest Quarter of the Northeast Quarter of Section 35, Township 24 South, Range 2 West of the 6th P.M., Harvey County, Kansas described as:

Beginning at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 35, Township 24 South, Range 2 West of the 6th P.M., Harvey County, Kansas; thence bearing N89°33'17"E, along the North line of said Southwest Quarter of the Northeast Quarter, a distance of 9.97 feet; thence bearing S42°55'57"E, a distance of 1704.04 feet to the West line of the East 165 feet of the Southwest Quarter of the Northeast Quarter of said Section 35; thence bearing S00°36'57"E, along the West line of said East 165 feet, a distance of 66.82 feet to the Southwest corner of said East 165 feet of the Southwest Quarter of the Northeast Quarter; thence bearing S89°29'01"W, along said South line of said Southwest Quarter of the Northeast Quarter, a distance of 40.78 feet; thence bearing N42°55'57"W, a distance of 1657.99 feet to the West line of said Southwest Quarter of the Northeast Quarter of said Section 35; thence bearing N00°43'14"W, along said West line, a distance of 100.68 feet to the Point of Beginning and

A temporary construction easement over the East 165 feet of the Southwest Quarter of the Northeast Quarter of Section 35, Township 24 South, Range 2 West of the 6th P.M., Harvey County, Kansas described as:

Beginning at the Southwest corner of the East 165 feet of the Southwest Quarter of the Northeast Quarter of Section 35, Township 24 South, Rang 2 West of the 6th P.M., Harvey County, Kansas; thence bearing N00°36'57"W, along the West line of said East 165 feet; a distance of 66.68 feet; thence bearing S42°55'57"E, a distance of 90.32 feet

to the South line of said Southwest Quarter of the Northeast Quarter; thence bearing S89°29'01"W, a distance of 60.81 feet to the Point of Beginning.

SECTION 3. That the City Attorney is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Sedgwick County, Kansas and the District Court of Harvey County, Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

SECTION 4. That the costs of said acquisition when ascertained shall be paid from General Obligation Bonds to be issued for the costs of such improvements; PROVIDED, however, should the City of Wichita acquire said property (and said City hereby reserves its right to abandon the condemnation as to any of all tracts) that General Funds are available for said purpose as provided by law.

SECTION 5. That the costs of said acquisition shall be charged to the City of Wichita.

SECTION 6. That 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 3rd day of May, 2011.

CITY OF WICHITA

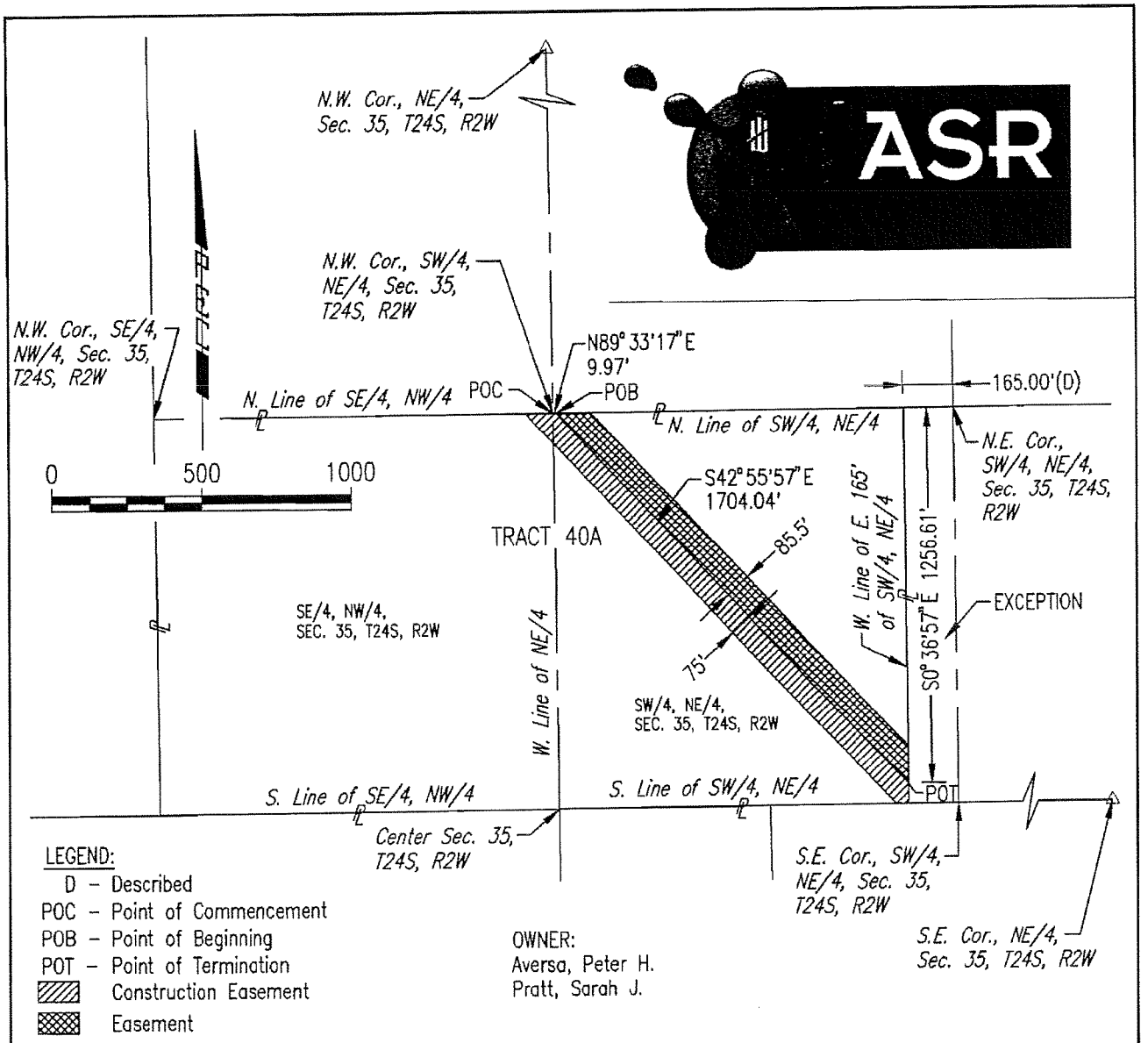
_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law



EASEMENT:
A 85.5 feet wide strip of land lying on the left side (northeasterly side) of a line described as: Commencing at the northwest corner of the Southwest Quarter of the Northeast Quarter of Section 35, Township 24 South, Range 2 West of the Sixth Principal Meridian, Harvey County, Kansas; thence along the north line of the Southwest Quarter of said Northeast Quarter on an assumed bearing of N89°33'17"E, 9.97 feet to the Point of Beginning; thence S42°55'57"E, 1704.04 feet to the Point of Termination; said point lying on the west line of the east 165.00 feet of the Southwest Quarter of said Northeast Quarter being S00°36'57"E, 1256.61 feet from the north line of the Southwest Quarter of said Northeast Quarter and 165.00 feet west of the southeast corner of the Southwest Quarter of said Northeast Quarter. Said tract contains 3.18 acres, more or less.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines on the north line of the Southwest Quarter of said Northeast Quarter and the west line of the east 165.00 feet of the Southwest Quarter of said Northeast Quarter.

CONSTRUCTION EASEMENT:
A 75 feet wide strip of land lying on the right side (southwesterly side) of a line described as; Commencing at the northwest corner of the Southwest Quarter of the Northeast Quarter of Section 35, Township 24 South, Range 2 West of the Sixth Principal Meridian, Harvey County, Kansas; thence along the north line of the Southwest Quarter of said Northeast Quarter on an assumed bearing of N89°33'17"E, 9.97 feet to the Point of Beginning; thence S42°55'57"E, 1704.04 feet to the Point of Termination said point lying on the west line of the east 165.00 feet of the Southwest Quarter of said Northeast Quarter being S00°36'57"E, 1256.61 feet from the north line of the Southwest Quarter of said Northeast Quarter and 165.00 feet west of the southeast corner of the Southwest Quarter of said Northeast Quarter. Said tract contains 3.04 acres, more or less.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines on the north and south lines of the Southwest Quarter of said Northeast Quarter and on the north line of the Southeast Quarter of the Northwest Quarter and on the west line of the east 165.00 feet of the Southwest Quarter of said Northeast Quarter.

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Plot Scale 1:500 01-14-2010 4:18:33 PM by JTS
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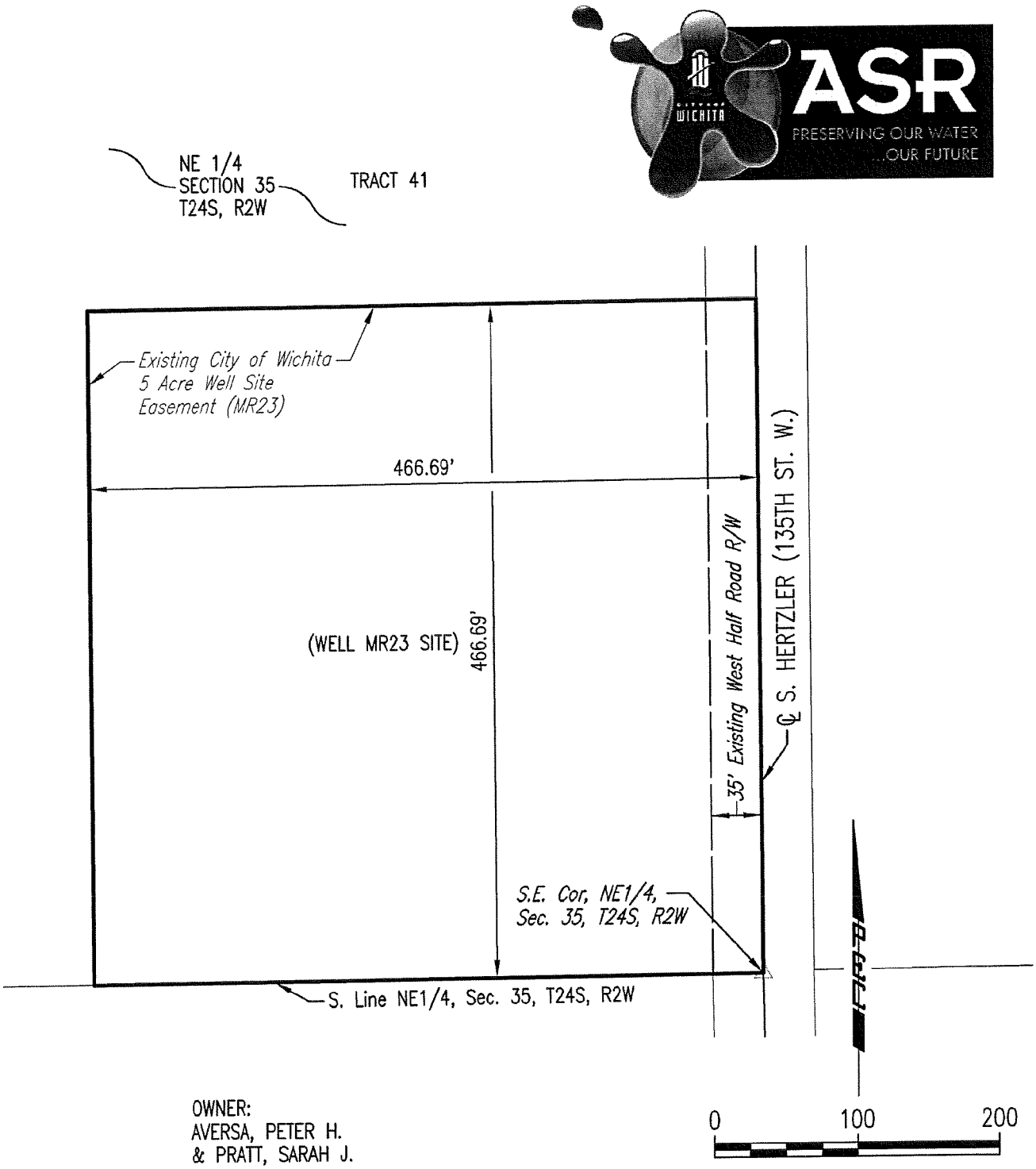

OWNER:
AVERSA, PETER H.
& PRATT, SARAH J.

TRACT 41 (WELL MR23)
THE EAST 466.69 FEET OF THE SOUTH 466.69 FEET OF THE NE1/4, SEC 35, T24S, R2W OF THE SIXTH PRINCIPAL MERIDIAN, HARVEY COUNTY, KANSAS. SAID TRACT CONTAINS 5.00 ACRES, MORE OR LESS, INCLUDING EXISTING ROAD RIGHT OF WAY.

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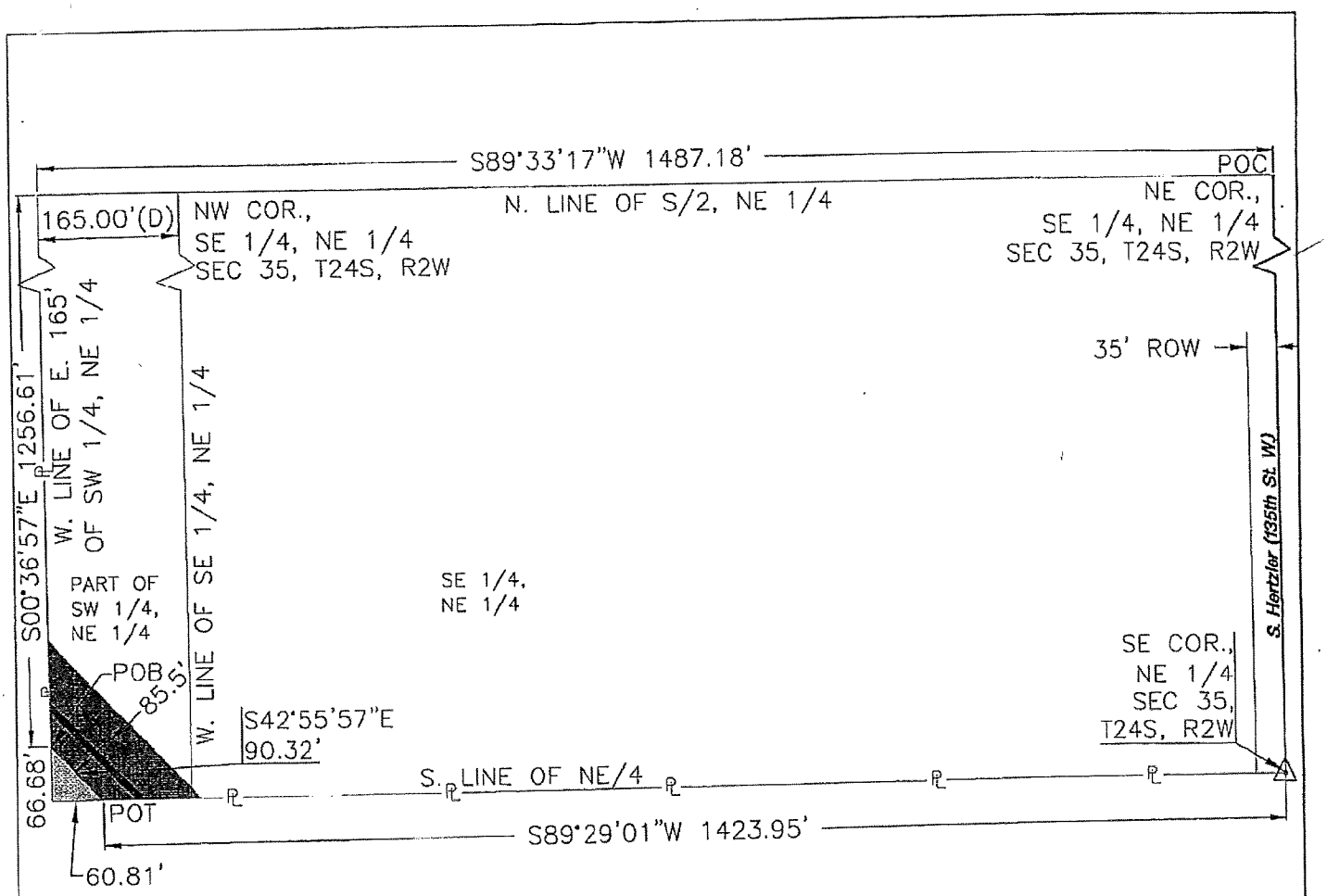
G:\2007\07885\004\TRACT DRAWINGS\07885-004-TRACT 41 WELL SITE MR-23



N

SCALE: 1" = 200'

LEGEND

D – Described
POC – Point of Commencement
POB – Point of Beginning
POT – Point of Termination

Easement 0.35 acres

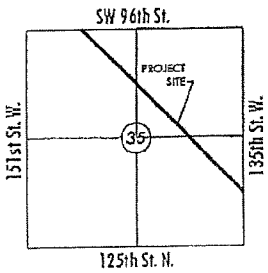
Construction Easement 0.05 acres

Proposed Water Line

OWNER:

Averso, Peter H.
& Pratt, Sarah J.
P.O. BOX 65
Sedgwick, KS 67135

I:\MAPS\2008\08248\DWG APRIL 2009\TRACT MAPS\41.DWG



VICINITY MAP

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

ASR

MKEC ENGINEERING CONSULTANTS, INC.
411 N. WEBB ROAD
WICHITA, KS. 67206
316-684-9600

CDM
Camp Dresser & McKee
345 Riverview, Ste. 520
Wichita, KS 67203
Tel: (316) 686-8700
consulting • engineering • construction • operations

DIAGONAL TRANSMISSION MAIN AND RIVER INTAKE LINE
PROJECT NAME

TRACT 41
SHEET TITLE

DFL	DSN/AAM/DM	CWL
DESIGN BY:	DRAWN BY:	CHECKED BY:
APRIL 2009		
JULY 2009 revised	08248	1 / 2
DATE	JOB NO.	SHEET 1 OF

Second Reading Ordinances for April 26, 2011 (first read on April 19, 2011)

Public Hearing and Tax Exemption Request (Coxco, LLC/Cox Machine Inc.). (District V)

ORDINANCE NO. 48-990

An ordinance exempting property from ad valorem taxation for economic development purposes pursuant to Article 11, Section 13, of the Kansas Constitution; providing the terms and conditions for ad valorem tax exemption; and describing the property of Coxco, LLC, so exempted.

Repeal of CID Ordinance - Planeview Grocery Store.

ORDINANCE NO. 48-991

An ordinance of the city of Wichita, Kansas, repealing Ordinance No. 48-821 of said city.

Amendments to the Non-Exempt Employee Salary and Classification Ordinances.

ORDINANCE NO. 48-993

An ordinance providing for a uniform schedule of standard pay ranges for Non-Exempt Employees of the City of Wichita, repealing Ordinance No. 48-906

ORDINANCE NO. 48-994

An ordinance establishing position classifications for non-exempt employees of the City of Wichita and prescribing pay rates by reference to position classifications in the schedule of pay ranges repealing Ordinance No. 48-905.

Amendments to the Weapons Ordinance to Clarify City Hall Security Officers' Ability to Carry Firearms.

ORDINANCE NO.48-995

An ordinance amending Section 5.88.010 of the code of the City of Wichita, Kansas, pertaining to the crime of unlawful use of weapons and repealing the originals of said sections.

135th Street West Improvement, between 13th and 21st. (District V)

ORDINANCE NO. 48-996

An ordinance amending ordinance no. 48-808 of the city of Wichita, Kansas declaring 135th Street West, between 13th Street and 21st Street (472-84925) to be a main trafficway within the city of Wichita Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements the estimated costs thereof, and the manner of payment of the same.

ZON2011-00005 – City change from SF-5 Single-Family Residential and MF-29 Multi-Family Residential to MF-18 Multi-Family Residential; generally located northwest of Oliver Avenue and 27th Street North. (District I)

ORDINANCE NO. 48-997

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

A11-01 – Request by John E. and Marilyn K. Dugan to annex lands generally located on the south side of Kellogg, one-quarter mile east of 135th Street West. (District IV)

ORDINANCE NO. 48- 998

An ordinance including and incorporating certain blocks, parcels, pieces and tracts of land within the limits and boundaries of the city of Wichita, Kansas. (A11-01)

Cargill, Inc. Franchise. (District VI)

ORDINANCE NO. 48-999

An ordinance of the city of Wichita, Kansas, granting to Cargill, Inc., the right and privilege to construct, operate, and maintain a fiber optic telecommunication system in the city of Wichita, Kansas, and prescribing the terms of said grant.