Table of Contents

Agenda 4

Public Hearing on the Establishment of the Southfork Redevelopment District, Tax Increment Financing. (District III)

Agenda Report No. IV-1 11

Ordinance No. 49-161 14

Public Hearing and Issuance of Industrial Revenue Bonds, Cessna Aircraft Company. (Districts III and IV)

Agenda Report No. IV-2 24

Ordinance No. 49-162 26

Public Hearing and Issuance of Industrial Revenue Bonds, Bombardier Learjet. (Districts IV and V)

Agenda Report No. IV-3 33

Ordinance No. 49-163 35

2012-2013 Transit Teamsters Local 795 Memorandum of Agreement.

Agenda Report No. IV-4 41

Transit Teamsters Agreement 2012-2013 42

2012-2013 Teamsters Union Local 795 (Airport) Memorandum of Agreement.

Agenda Report No. IV-5 75

Airport Teamsters Contract 2012-2013 76

Water and Sewer Rate Increases.

Agenda Report No. IV-6 101

Ordinance No. 49-164 Option 1 #1 17.12.090 102

Ordinance No. 49-164 Option 2 #3 17.12.090 111

Ordinance No. 49-165 Option 1 #2 16.14.040 120

Ordinance No. 49-165 Option 2 #4 16.14.040 126

Year-end Salary and Classification Ordinances.

Agenda No. IV-7 133

Ordinance No. 49-166 Exempt Salary 134

Ordinance No. 49-167 Non-exempt Salary 139

Ordinance No. 49-170 Classification Ordinance (Seasonal positions) 151

Repair or Removal of Dangerous and Unsafe Structure. (District I)

Agenda Report No. IV-8 156

Writeups Repair or Removal of Dangerous & Unsafe Structures 158

Summary Table Spreadsheet Repair or Removal of Dangerous & Unsafe Structures 163

CUP2011-00031 – Amendment #1 to DP-197 the Greystone Community Unit Plan located on property generally located southeast of the intersection of West 21st Street North and North Maize Road. (District V)

Agenda Report No. V-1 164

CUP2011-31 Site Plans & Background Information 168

ZON2011-00028 – City zone change from SF-5 Single-Family Residential (“SF-5”) to TF-3 Two-Family Residential (“TF-3”); generally located south of Mt. Vernon Road on the west side of Oliver Avenue, 2033 South Oliver. (District III)

Agenda Report No. V-2 191

Ordinance No. 49-168 193

ZON2011-28 Background Information and Correspondence 194

Preliminary Estimates. (See Attached)

Agenda Report No. II-3a 200

Community Events - Intrust Bank Arena, Thunder Nationals. (District I)

Agenda Report No. II-4a 201

Community Events - Intrust Bank Arena, Brad Paisley. (District I)

Agenda Report No. II-4b 202

Approval of Contract Amendment and Disbursement Agreement. (District I)

Agenda Report No. II- 5a 203

Amendment & Disbursement Agreement 204

Change Order No. 12- ASR Recharge Well Support.

Agenda Report No. II-6a 218

Change Order 219

Partial Acquisition of a Vacant Tract of Land at the Southeast Corner of Hoover Road and Curtis Street for the I-235 Floodway Crossing/13th Street Interchange Project. (Districts V and VI)

Agenda Report No. II-7a 221

Purchse Agreement and Maps 222

Partial Acquisition of 5223 West 13th Street North for the I-235 Floodway Crossing/13th Street Interchange Project. (Districts V and VI)

Agenda Report No. II-7b 229

Purchase Agreement and Maps 230

Partial Acquisition of 3760 South Broadway for the Improvement of the Bridge on Broadway near 34th Street South. (District III)

Agenda Report No. II-7c 238

Purchase Agreement and Maps 239

Partial Acquisition of 5321 North Wichita Avenue for the Wichita -Valley Center Flood Control Levee Certification and Rehabilitation Project. (County)

Agenda Report No. II-7d 244

Purchase Agreement and Maps 245

Partial Acquisition of 526 East 53rd Street North for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (County)

Agenda Report No. II-7e 250

Real Estate Purchase Agreement and Maps 251

Fleet Heavy Equipment Replacement.

Agenda Report No. II-9 256
Ordinance No. 49-169 257
CIP Sheet 258
Report on Claims for October, 2011.
Agenda Report No. II-10 259
Leadership Development Professional Services Contract.
Agenda Report No. II-11 260
WSU Leadership Development Trng 261
*DED2011- 00007 -- Dedication of Street Right-of-Way located on the south side of Maple, east of West Street. (District IV)
Agenda Report No. II-13 270
DED2011- 00007 Dedication 271
*SUB2006-00066 -- Plat of Bolain Addition located on the east side of Meridian, south of 53rd Street North. (District VI)
Agenda Report No. II-14 273
Bolain Addition Certificate of Petition 275
Resolution No. 11-274 276
*Learjet, Inc. Lease.
Agenda Report No. II-15 278
Learjet Lease Agreement 279
Exhibit A for Learjet Lease 321

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. December 6, 2011

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on November 22, 2011

AWARDS AND PROCLAMATIONS

-- Special Music Presentation

Friends University Singing Quakers

-- Proclamation

Junior League Cookbook

-- Service Awards:

Mike Hess
David Browning
David Ellison
Donald Renfro
Joseph Shay
Gordon Wood

-- Executive Fire Officer's Certificate

Captain Mike Wells

I. PUBLIC AGENDA

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

1. Jane Byrnes - Reclaiming Democracy for the People.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 15)

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Public Hearing on the Establishment of the Southfork Redevelopment District, Tax Increment Financing. (District III)

   RECOMMENDED ACTION: Close the public hearing and place on first reading the ordinance establishing the Southfork Redevelopment District.

2. Public Hearing and Issuance of Industrial Revenue Bonds, Cessna Aircraft Company. (Districts III and IV)

   RECOMMENDED ACTION: Close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds in an amount not-to-exceed $17,000,000, release and convey the 2001 bond-financed property, and authorize the necessary signatures.

3. Public Hearing and Issuance of Industrial Revenue Bonds, Bombardier Learjet. (Districts IV and V)

   RECOMMENDED ACTION: Close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds for Learjet, Inc. in the amount not-to-exceed $4,943,649 and authorize the necessary signatures.

4. 2012-2013 Transit Teamsters Local 795 Memorandum of Agreement.

   RECOMMENDED ACTION: Approve the proposed 2012-2013 Memorandum of Agreement between the City and the Transit Teamsters Local 795.

5. 2012-2013 Teamsters Union Local 795 (Airport) Memorandum of Agreement.

   RECOMMENDED ACTION: Approve the proposed 2012-2013 Memorandum of Agreement between the City and the Teamsters Union Local 795 (Airport).

6. Water and Sewer Rate Increases.

   RECOMMENDED ACTION: Adopt Option 1 and approve the associated ordinances.

7. Year-end Salary and Classification Ordinances.

   RECOMMENDED ACTION: Adopt the ordinances and place on first reading.

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

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

Property Address	Council District
a. 1546 North Grove	I

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of December 6, 2011; (2) the structure has been secured as of December 6, 2011 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of December 6, 2011, as will be so maintained during renovation.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

1. CUP2011-00031 – Amendment #1 to DP-197 the Greystone Community Unit Plan located on property generally located southeast of the intersection of West 21st Street North and North Maize Road. (District V)

   RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve Amendment #1 to DP-197 subject to the recommended conditions, based upon the findings found in the staff report (simple majority vote required); 2) deny the request by making alternate findings (two-thirds majority vote required) or 3) return the application to the MAPC for further consideration (simple majority vote required).

2. ZON2011-00028 – City zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3"); generally located south of Mt. Vernon Road on the west side of Oliver Avenue, 2033 South Oliver. (District III)

   RECOMMENDED ACTION: (1) Adopt the findings of the MAPC and approve the zone change, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required), or (2) Deny the zone change request (two-thirds majority vote required plus appropriate findings), or (3) Return the application to MAPC for further consideration (two-thirds majority vote required).

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.

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

Workshop to follow in the Council Chambers

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 15)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated December 5, 2011.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2011	(Consumption on Premises)
Carmen Rosales	Connie's Mexico Café**	2227 North Broadway
Renewal	2011	(Consumption off Premises)
Jeff Parker	Kwik Shop 749***	2142 North Webb Road

   **General/Restaurant 50% or more gross revenue from sale of food.
   ***Consumption/Retailer grocery stores, convenience stores etc.

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

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

   RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.
   a. Community Events - Intrust Bank Arena, Thunder Nationals. (District I)
   b. Community Events - Intrust Bank Arena, Brad Paisley. (District I)

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

5. Agreements/Contracts:
   a. Approval of Contract Amendment and Disbursement Agreement. (District I)

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

6. Change Orders:
   a. Change Order No. 12- ASR Recharge Well Support.

   RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

7. Property Acquisitions:
   a. Partial Acquisition of a Vacant Tract of Land at the Southeast Corner of Hoover Road and Curtis Street for the I-235 Floodway Crossing/13th Street Interchange Project. (Districts V and VI)
   b. Partial Acquisition of 5223 West 13th Street North for the I-235 Floodway Crossing/13th Street Interchange Project. (Districts V and VI)
   c. Partial Acquisition of 3760 South Broadway for the Improvement of the Bridge on Broadway near 34th Street South. (District III)
   d. Partial Acquisition of 5321 North Wichita Avenue for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (County)
   e. Partial Acquisition of 526 East 53rd Street North for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (County)

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

8. Minutes of Advisory Boards/Commissions

Wichita Airport Advisory Board, October 3, 2011
Wichita Historic Preservation Board, September 12, 2011
Wichita Historic Preservation Board, October 10, 2011
Board of Electrical Appeals, September 9, 2011
Joint Investment Committee, October 6, 2011
Wichita Board of Appeals of Refrigeration, Air-Conditioning, Warm Air Heating and Boiler, October 27, 2011

RECOMMENDED ACTION: Receive and file.

9. Fleet Heavy Equipment Replacement.

RECOMMENDED ACTION: Approve the project, place the ordinance on first reading, and authorize the necessary signatures.

10. Report on Claims for October, 2011.

RECOMMENDED ACTION: Receive and file.

11. Leadership Development Professional Services Contract.

RECOMMENDED ACTION: Approve the Professional Services Contract for Wichita State University to provide Leadership Development Training to City's management staff.

12. Second Reading Ordinances: (First Read November 22, 2011)
    List of Second Reading Ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

13. *DED2011- 00007 -- Dedication of Street Right-of-Way located on the south side of Maple, east of West Street. (District IV)

    RECOMMENDED ACTION: Accept the Dedication.

14. *SUB2006-00066 -- Plat of Bolain Addition located on the east side of Meridian, south of 53rd Street North. (District VI)

    RECOMMENDED ACTION: Approve the document and plat, authorize the necessary signatures and adopt the Resolution.

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

15. *Learjet, Inc. Lease.

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

City of Wichita
City Council Meeting
December 6, 2011

TO: Mayor and City Council

SUBJECT: Public Hearing on the Establishment of the Southfork Redevelopment District (Tax Increment Financing) (District III)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the ordinance on first reading.

Background: On November 1, 2011, the City Council adopted a resolution stating its intent to consider the establishment of a redevelopment district near the intersection of 47th Street South and I-135, to be known as the Southfork Redevelopment District, in order to use tax increment financing (TIF) to pay for certain eligible redevelopment project costs. The resolution set 9:30 a.m. on December 6, 2011, or as soon thereafter as possible, as the time for a public hearing before the City Council on this matter. Copies of the resolution were mailed, by certified mail, to all owners and occupants of property in the proposed district, and to the Board of Sedgwick County Commissioners and the U.S.D. 259 Board of Education, in accordance with state law.

Analysis: The area proposed for the Southfork Redevelopment District is depicted on Exhibit 'A' to the attached District Plan. The majority of the area is a 50-acre site located southwest of 47th and I-135, between I-135 and the Riverside Drainage Canal, also known as the Big Slough. In addition, the proposed district includes 22 acres of land located west of the Big Slough, north of Custy Street with frontage on Broadway. This is an area that qualifies as a "blighted area" under the state TIF statutes, because a majority of the land within the proposed TIF district is within a 100 year flood plain, based on a report by Project Engineer Tim Austin using FEMA floodplain maps.

Southfork Investment LLC purchased the property and worked closely with the City and the State for the improvements to the I-135 and 47th Street South interchange. The developer is proposing to pay for a portion of improvements to the box culvert under the Kansas Turnpike and perform additional work to remove the property and several residences in the area from the 100 year flood plain. The developer plans to create a mixed use development of over 1,000,000 square feet of retail, hotel, restaurants and office space on the initial 50 acres, as well as a medical complex on the 22 acres west of the Big Slough. Tax increment financing will be used to pay for eligible redevelopment costs, on a pay-as-you-go basis, for site improvements that are secured with special assessments.

The process for authorizing the use of TIF involves two major steps: The first step is the establishment of the tax increment district by ordinance adopted by majority vote of the City Council, following a public hearing. The ordinance must include a district plan which provides a general description of the overall plan for redevelopment of the district. The creation of the district sets the boundaries within which TIF can be used and establishes the base year for measuring incremental growth in property tax revenue.

The final step in the approval process involves the adoption of a detailed project plan, by a two-thirds majority vote of the City Council, and approval of a development agreement between the City and the

Developer which specifies the details of the private development to be undertaken and obligates the City to contribute to the project using TIF and any other incentives which may be included in the project. More than one redevelopment project may be approved by adoption of project plans within the same TIF district.

Tax increment financing allows the increased tax revenue resulting from the redevelopment of property in a redevelopment district to be used to pay for eligible costs in the redevelopment project, including land acquisition, site preparation and infrastructure. Once a TIF district is established and a redevelopment project plan is adopted by the City Council, the increment of increased tax revenue is set aside by the County Treasurer and forwarded to the City to pay for eligible project costs that are specified in the redevelopment project plan.

The TIF statute allows for projects to be financed with bonds that are repaid over time with the incremental tax revenue, or on a pay-as-you-go basis in which the developer is reimbursed for eligible costs over time as TIF revenue is received. After all the eligible costs have been paid, or the City has reimbursed the maximum amount approved, the property tax increment will be terminated and all tax revenue is distributed to the City, County, School District and other applicable taxing jurisdictions.

Southfork District Plan: The overall plan for redeveloping the Southfork Redevelopment District is set forth in the attached District Plan. The plan calls for development of the district in multiple phases, with each phase having a separate project area and separate project plan to be approved by the City Council. The land uses for the overall project include retail, restaurant, hotel, healthcare and office developments. The current master plan for redevelopment of the proposed district is included as Exhibit 'C' to the attached District Plan. The use of tax increment financing includes reimbursement of TIF-eligible costs, including site preparation and infrastructure improvements, on a pay-as-you-go basis.

Pay-as-you-go TIF and Special Assessments: Southfork Investment LLC proposes to combine pay-as-you-go TIF with special assessment financing for those redevelopment costs that are eligible for both forms of financing. No City TIF bonds will be issued. TIF-eligible public improvements will be financed with general obligation special assessment bonds, following all standard procedures including petitions and deposits of letters of credit pursuant to administrative regulations. When the improvements are completed for each phase, the City will issue general obligation special assessment bonds and file assessments against the property in the TIF district, which will place a tax lien on the property. Pay-as-you-go TIF revenue will be used to reimburse the developer on an annual basis with proof of payment of the specials. The developer will be responsible for paying the specials each year, regardless of whether the TIF generates enough revenue. The City is also left in the first position for reimbursement if the owner does not pay the taxes and the property is sold in tax foreclosure.

Community Improvement District: The developer also plans to request the establishment of a community improvement district (CID) to provide a 1% CID sales tax within the district.

Financial Considerations: TIF financial obligations of the City will only be incurred following the approval of a project plan and development agreement for the first phase of the redevelopment project. The cost of improvements being financed in each phase will be limited to the amount that can be covered by projected TIF revenue. Subsequent phases will not be allowed to commence until after sufficient development is assured in the prior phase, as set forth in the development agreement.

While use of pay-as-you-go TIF does not create any financial risk for the City, the use of special assessment financing does. Special assessment GO bonds must be repaid whether or not the special assessments are paid by property owners. Letters of credit required by the City for special assessment projects provide partial protection against non-payment of specials until 35% of the private development is completed. The

remaining risk will be mitigated by personal guarantees required from the developers as part of the development agreement.

Goal Impact: Economic Vitality and Affordable Living and Quality of Life. Redevelopment of blighted areas, distressed and declining areas, are needed to avoid economic stagnation.

Legal Considerations: State law allows cities to establish redevelopment districts in areas that are considered blighted areas based on findings that a majority of the land is within a 100 year flood plain. Such findings are set forth in the attached ordinance which has been approved as to form by the Law Department. Following the public hearing, the Sedgwick County Board of County Commissioners and the USD 259 Board of Education will have a 30-day period during either board may veto the establishment of the redevelopment district.

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the ordinance establishing the Southfork Redevelopment District.

Attachments: Ordinance and Exhibits
District Plan and Exhibits

PUBLISHED IN THE WICHITA EAGLE ON DECEMBER 16, 2011
Ordinance No. 49-161

AN ORDINANCE OF THE CITY OF WICHITA
ESTABLISHING THE SOUTHFORK REDEVELOPMENT DISTRICT

WHEREAS, the provisions of K.S.A. 12-1771, as amended, set forth the procedure for the establishment of a redevelopment district for certain purposes in eligible areas; and

WHEREAS, the Governing Body of the City of Wichita, by Resolution No. R 11-265 dated November 1, 2011, has given notice of its consideration of the establishment of a redevelopment district and described a proposed district plan that identifies all of the proposed redevelopment project areas along with a general description of the buildings and facilities to be constructed or improved; and

WHEREAS, the Southfork Redevelopment District area appears to qualify as an eligible area as a "blighted area" under the provisions of K.S.A. 12-1770a, as amended, in that a majority of the property in the proposed district has been identified by a Kansas licensed professional engineer and the United States federal emergency management agency as existing in the 100-year flood-plain; and

WHEREAS, the Governing Body of the City of Wichita, finds and determines that the conservation, development or redevelopment of the area is necessary to promote the general and economic welfare of the City; and

WHEREAS, a public hearing required by K.S.A. 12-1771, as amended has been held and concluded; and

WHEREAS, the Governing Body of the City of Wichita desires to establish a redevelopment district that encompasses the Southfork Redevelopment District area;

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

Section 1. The Governing Body hereby finds and determines that the Southfork Redevelopment District area qualifies as an eligible area as a "blighted area" under the provisions of K.S.A. 12-1770a, as amended, in that a majority of the property in the proposed district has been identified by a Kansas licensed professional engineer and the United States federal emergency management agency as existing in the 100-year flood-plain.

Section 2. The conservation, development or redevelopment of the District is necessary to promote the general and economic welfare of the city. Therefore, a redevelopment district is hereby established that shall hereafter be designated the Southfork Redevelopment District, the description and boundaries of such redevelopment district in the City of Wichita, Sedgwick County, Kansas, are set forth in

Exhibit “A” attached hereto and incorporated herein by reference. A map generally outlining the boundaries of the Southfork Redevelopment District is attached hereto as Exhibit “B” and incorporated herein by reference.

Section 3. The redevelopment district plan identifying all the proposed redevelopment project areas along with a general description of the buildings and facilities that are proposed to be constructed or improved in each redevelopment project area is adopted as the redevelopment district plan for the Southfork Redevelopment District, and is set forth in Exhibit “C” attached hereto and incorporated herein by reference.

Section 4. This ordinance shall be in force and effect from and after its passage, approval, and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 13th day of December, 2011.

ATTEST:

_____ _____

Karen Sublett, City Clerk Carl Brewer, Mayor

Approved as to Form:

_____

Gary E. Rebenstorf, City Attorney

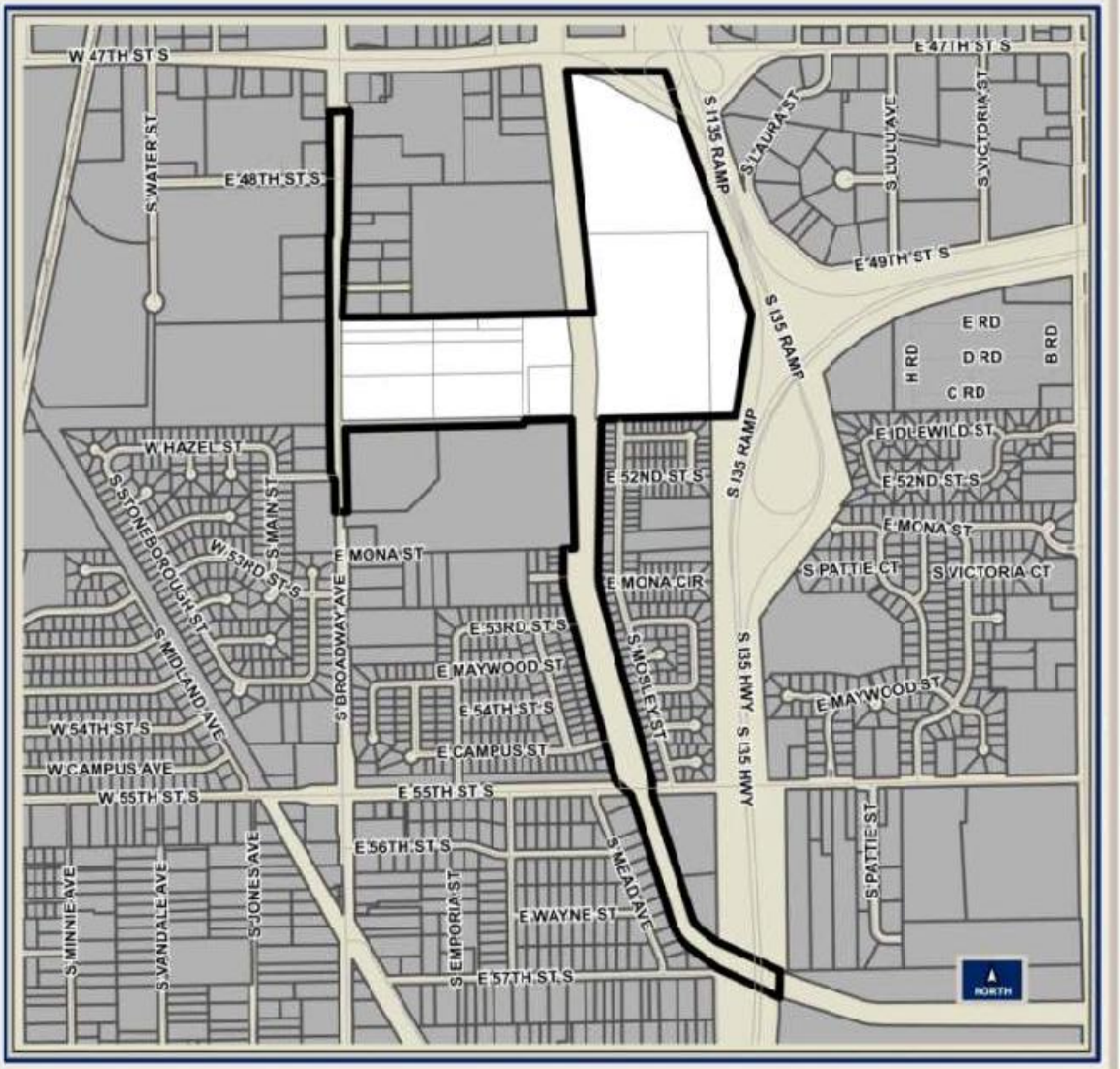
EXHIBIT A

LEGAL DESCRIPTION

A tract of land being located in Sections 21 and 28, Township 28 South, Range 1 East, of the 6th Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 21; thence S89°31'13"E, on an assumed bearing for a distance of 1626.43 feet to the point of intersection with the East line of the Riverside Drainage District Easement as recorded in Deed Book 432 at Page 162; thence S6°12’07”E along the East line of said Riverside Drainage District Easement for a distance of 156.28 feet to the Point of Beginning, said point being 155.50 feet South of the North line of the NW ¼; thence N89°31’13”E parallel with the North line of said NW ¼ for a distance of 653.73 feet to a point; thence S19°28’47”E for a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way as described in the deed, Book 1351, Page 253; thence S6°26’53”E for a distance of 129.68 feet; thence S19°28’47”E, for a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in Condemnation Case A-55279; thence along said Kansas Turnpike Authority right-of-way line S8°42’58”W for a distance of 579.10 feet to a point on the South line of the NE ¼ of Section 21, Township 28 South, Range 1 East; thence S88°50’51”W along the South line of said NE ¼ for a distance of 176.00 feet to the Southwest corner of said NE ¼; thence S88°50’53”W along the South line of the NW ¼ of Section 21, Township 28 South, Range 1 East for a distance of 792.71 feet to a point on the East line of the Riverside Drainage Easement as recorded in Deed Book 432 at Page 162; thence South on the East right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the South line of said Section 21; thence continuing Southeasterly on the East right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the East line of the Northwest Quarter Section of said Section 28; thence continuing Southeasterly on the East right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the East right-of-way line of the Kansas Turnpike Authority; thence South on the East right-of-way line of said Kansas Turnpike Authority to a point of intersection with the West right-of-way line of said Riverside Drainage Canal Easement; thence Northwesterly on said West right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the East line the Northwest Quarter Section of said Section 28; thence Northwesterly on said West right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the South line of said Section 21; thence North on said West right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the South right-of-way line of Custy Street; thence West on the said South line of Custy Street to the East right-of-way line of U.S. 81 (Broadway); thence South on the East right-of-way line of U.S.81 to a point of intersection with the South line of Colonial Heights, Wichita, Sedgwick County, Kansas; thence West at a perpendicular angle to a point of intersection with the West right-of-way line of said U.S.81; thence North on the West right-of-way line of said U.S.81 to a point of

intersection with the southerly most North line extended of KMart Plaza South, an Addition to Wichita, Sedgwick County, Kansas; thence East on the southerly most North line extended of said Kmart Plaza South to a point of intersection with the East right-of-way line of said U.S. 81; thence South on said East right-of-way line of U.S. 81 to a point of intersection with the South line of Florence Addition to Wichita, Sedgwick County, Kansas extended; thence East on the South line of Florence Addition extended to the Southwest corner of said Florence Addition; thence East on said South line of said Florence Addition to the Southeast corner of said Florence Addition, said Southeast corner also being a Southwest corner of Southglen 3rd Addition, Wichita, Sedgwick County, Kansas; thence East on a South line of said Southglen 3rd Addition extended to a point of intersection with the East right-of-way of said Riverside Drainage Canal Easement; thence North on said East right-of-way of said Riverside Drainage Canal Easement to the Point of Beginning.



Proposed Southfork Redevelopment District

City of Wichita, Kansas

Proposed Southfork Redevelopment District

Property Parcels Outside District

Property Parcels Inside District

Software: ArcGIS 9.3.1
Hardware: Dell Xeon
Printer: HP 5100 Plotter

Map Data Source:
Property Parcels provided by Sedgwick County GIS.

Road Centerlines provided by City of Wichita

Tuesday, October 25, 2011 1:38:41 PM

EXHIBIT C

REDEVELOPMENT DISTRICT PLAN FOR THE REDEVELOPMENT OF SOUTHFORK REDEVELOPMENT DISTRICT THROUGH TAX INCREMENT FINANCING

December 6, 2011

SECTION 1: PURPOSE

A district plan is required for inclusion in the establishment of a redevelopment district under K.S.A. 12-1771. The district plan is a preliminary plan that identifies proposed redevelopment project areas within the district, and describes in a general manner the buildings, facilities and improvements to be constructed or improved.

SECTION 2: DESCRIPTION OF TAX INCREMENT INCOME

Projects financed through tax increment financing typically involve the creation of an "increment" in real estate property tax income. The increment is generated by segregating the assessed values of real property located within a defined geographic area such that a portion of the resulting property taxes flow to the City to fund projects in the redevelopment district, and the remaining portion flows to all remaining taxing jurisdictions. The portion of property taxes flowing to the City is determined by the increase in the assessed value of the properties within the redevelopment district as a result of the new development occurring within the same area. When the current aggregate property tax rates of all taxing jurisdictions are applied to this increase in assessed property value from new development, increment income is generated. Public improvements within the district and other qualified expenditures are funded by the City and repaid over a specified period of time with this increment income. The property taxes attributable to the assessed value existing prior to redevelopment, the "original valuation," continue to flow to all taxing jurisdictions just as they did prior to redevelopment. This condition continues for the duration of the established district, as defined by statute, or until all eligible project costs are funded, whichever is of shorter duration.

SECTION 3: DESCRIPTION OF THE DISTRICT BOUNDARIES

The property within the proposed district is generally located southwest of the intersection of 47th Street South and I-135; it includes approximately 50 acres bounded between I-135 and a drainage canal and approximately 22 acres bounded by Broadway on the west and the drainage canal on the east, in Wichita, Sedgwick County, Kansas; and including all street rights of way within such described areas. The legal description of the proposed district is attached hereto and incorporated herein as Exhibit 1.

SECTION 4: BUILDINGS AND FACILITIES

The proposed district is located within the South Wichita/Haysville Area Plan. The Plan identifies and recommends a variety of land uses and infrastructure improvements to influence and guide the redevelopment of the area that is expected as a result of the infrastructure improvements to the I-135/47th Street interchange.

The proposed redevelopment district is an area that meets the criteria for designation as a "blighted area" as defined by state law governing the establishment and financing of redevelopment districts. Property within a blighted area is legally eligible for establishment of a redevelopment district.

Under the state statutes (K.S.A. 12-1770, et. seq.) an "eligible area" for tax increment financing may include any area defined as a blighted area. The statutory definition of

"blighted area" includes any area in which a majority of the property lies within the 100-year floodplain (KSA 12-1770(c)(3)). It has been determined that the majority of the proposed Project Area property lies within the 100-year floodplain following an engineer's review of the flood plain map.

SECTION 5: REDEVELOPMENT AND PROJECT AREAS

It is anticipated that all property within district will be redeveloped in multiple phases and each phase will be designated as a separate "project area" under a separate project plan, which must be adopted by the City Council by a 2/3 majority vote for each phase before the expenditure of any tax increment financing funds. The Phasing of the project areas is notionally depicted in Exhibit 2 attached hereto. The plans for redevelopment of the district generally call for development of all 72 acres into a mixed use development of approximately 4 outparcels along 47th street, approximately 1,000,000 square feet of retail space, a hotel and office space on the east side of the development and a medical park on the west 22 acres portion of the development.

Tax increment financing may be used on a pay-as-you-go basis to reimburse the cost of land acquisition and site preparation, as well as on public infrastructure improvements, such as streetscape, public parking, utility extensions, landscaping, and public plazas. Tax increment financing may not be used to pay for construction of any buildings owned by or leased to a private, nongovernmental entity.

SECTION 6: CONCLUSION

After the establishment of the redevelopment district, any redevelopment projects to be funded with tax increment financing will be presented to the Governing Body for approval through the adoption of a Redevelopment Project Plan. The Project Plan will identify the specific project area located within the established tax increment financing district and will include detailed descriptions of the projects as well as a financial feasibility study showing that the economic benefits out-weigh the costs. The Project Plan must be reviewed by the Metropolitan Planning Commission and submitted to a public hearing following further notification of property owners and occupants, before it can be adopted by a two-thirds majority vote of the Governing Body. Only then can tax increment income be spent on the redevelopment projects.

Tax increment financing does not impose any additional taxes on property located within the redevelopment district. All property within the district is appraised and taxed the same as any other property. However, if property within the district increases in value as a result of redevelopment, the resulting increment of additional tax revenue is diverted to pay for a portion of the redevelopment costs.

EXHIBIT 1
SOUTHFORK TIF LEGAL DESCRIPTION

A tract of land being located in Sections 21 and 28, Township 28 South, Range 1 East, of the 6th Principal Meridian, Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 21; thence S89°31'13"E, on an assumed bearing for a distance of 1626.43 feet to the point of intersection with the East line of the Riverside Drainage District Easement as recorded in Deed Book 432 at Page 162; thence S6°12’07”E along the East line of said Riverside Drainage District Easement for a distance of 156.28 feet to the Point of Beginning, said point being 155.50 feet South of the North line of the NW ¼; thence N89°31’13”E parallel with the North line of said NW ¼ for a distance of 653.73 feet to a point; thence S19°28’47”E for a distance of 393.37 feet to a point on the Kansas Department of Transportation right-of-way as described in the deed, Book 1351, Page 253; thence S6°26’53”E for a distance of 129.68 feet; thence S19°28’47”E, for a distance of 1465.35 feet to a point on the right-of-way line of the Kansas Turnpike Authority as described in Condemnation Case A-55279; thence along said Kansas Turnpike Authority right-of-way line S8°42’58”W for a distance of 579.10 feet to a point on the South line of the NE ¼ of Section 21, Township 28 South, Range 1 East; thence S88°50’51”W along the South line of said NE ¼ for a distance of 176.00 feet to the Southwest corner of said NE ¼; thence S88°50’53”W along the South line of the NW ¼ of Section 21, Township 28 South, Range 1 East for a distance of 792.71 feet to a point on the East line of the Riverside Drainage Easement as recorded in Deed Book 432 at Page 162; thence South on the East right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the South line of said Section 21; thence continuing Southeasterly on the East right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the East line of the Northwest Quarter Section of said Section 28; thence continuing Southeasterly on the East right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the East right-of-way line of the Kansas Turnpike Authority; thence South on the East right-of-way line of said Kansas Turnpike Authority to a point of intersection with the West right-of-way line of said Riverside Drainage Canal Easement; thence Northwesterly on said West right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the East line the Northwest Quarter Section of said Section 28; thence Northwesterly on said West right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the South line of said Section 21; thence North on said West right-of-way line of said Riverside Drainage Canal Easement to a point of intersection with the South right-of-way line of Custy Street; thence West on the said South line of Custy Street to the East right-of-way line of U.S. 81 (Broadway); thence South on the East right-of-way line of U.S.81 to a point of intersection with the South line of Colonial Heights, Wichita, Sedgwick County, Kansas; thence West at a perpendicular angle to a point of intersection with the West right-of-way line of said U.S.81; thence North on the West right-of-way line of said U.S.81 to a point of intersection with the southerly most North line extended of KMart Plaza South, an Addition to Wichita, Sedgwick County, Kansas; thence East on the southerly most North line extended of said Kmart Plaza South to a point of intersection with the East right-of-way line of said U.S. 81; thence South on said East right-of-way line of U.S. 81 to a point of intersection with the South line of Florence Addition to Wichita, Sedgwick County, Kansas extended; thence East on the South line of Florence Addition extended to the Southwest corner of said Florence Addition; thence East on said South line of said Florence Addition to the Southeast corner of said Florence Addition, said Southeast corner also being a Southwest corner of Southglen 3rd Addition, Wichita, Sedgwick County, Kansas; thence East on a South line of said Southglen 3rd Addition extended to a point of intersection with the East right-of-way of said

Riverside Drainage Canal Easement; thence North on said East right-of-way of said Riverside Drainage Canal Easement to the Point of Beginning.

EXHIBIT 2

MASTER SITE PLAN

City of Wichita
City Council Meeting
December 6, 2011

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (Cessna Aircraft Company) (Districts III and IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place ordinance on first reading.

Background: Since 1991, the City Council has approved issuance of Industrial Revenue Bonds totaling $1.2 billion to finance expansion and modernization of Cessna Aircraft Company ("Cessna") facilities in Wichita. The City Council also authorized 100% ad valorem tax exemptions for all bond-financed property for periods of up to ten years.

On November 14, 2006, the City Council approved a new five-year Letter of Intent (LOI) for IRBs in the amount not-to-exceed $800,000,000. The City Council also approved a 100% five-plus-five year property tax abatement on bond-financed property. The Letter of Intent (LOI) was extended to December 31, 2011 by the Council on November 1, 2011. Cessna is requesting the issuance of IRBs in the amount not to exceed $17,000,000 to finance capital investments made in 2011.

Analysis: Cessna was incorporated in 1927 in Wichita and is now the world's largest manufacturer of general aviation aircraft. Cessna also manufactures aircraft parts and provides aircraft maintenance and support services. Cessna currently has four major production and support segments including the Citation family of business jets, the Caravan family of turboprop aircraft, a number of single engine aircraft and world-class service and maintenance operations.

Bond proceeds will be utilized to finance capital investment in the facilities located at the Cessna Wichita campus, including technology, manufacturing equipment, and production space to accommodate product development and manufacture of aircraft currently produced in Wichita. The firm of Kutak Rock LLP, serves as bond counsel in the transaction. The IRBs will be purchased by Cessna; bonds will not be offered to the public. Cessna has complied with the Standard Letter of Intent Conditions.

In addition to authorizing the issuance of the Series VII 2011 Industrial Revenue Bonds, the attached bond ordinance also authorizes the release of property financed by Series 2001 Bonds, which have been surrendered. The conveyance will be effective January 1, 2012.

Financial Considerations: Cessna agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds. Under the City's Economic Development Incentive policy, the Company qualifies for a 100% five-plus-five year tax exemption on bond-financed property based solely on the amount of capital investment.

The purchase price of $1,000 and other considerations as listed under the purchase option provision of the Lease Agreement has been paid for conveyance of the 2001 IRB-financed property.

The City Council has approved 100% property tax abatement for five years, with a second five years subject to Council approval. Based on the 2010 mill levy, the estimated tax value of exempted property for the first full year is approximately $510,000. The value of a 100% real property exemption applicable to taxing jurisdictions is:

City	$	137,156	State	$	6,375
County	$	124,776	USD 259	$	241,944

The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research was conducted in 2009, with the following benefit/cost ratios:

City overall	1.52 to one
City General Fund	1.57 to one
County	1.21 to one
USD 259	1.15 to one
State	4.78 to one

Goal Impact: Economic Vitality and Affordable Living. Providing tax abatements to manufacturing businesses helps stabilize the economic base of the community and ensures a steady supply of high-paying jobs.

Legal Considerations: The City's bond counsel has prepared Bond documents needed for the issuance of bonds. All bond documents are subject to review and approval by the Law Department prior to execution..

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds in an amount not-to-exceed $17,000,000, release and convey the 2001 bond-financed property, and authorize the necessary signatures.

Attachments: Bond Ordinance

ORDINANCE NO. 49-162

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES VII, 2011 (CESSNA AIRCRAFT COMPANY), IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $17,000,000 FOR THE PURPOSE OF PURCHASING, ACQUIRING, RENOVATING, EQUIPPING, CONSTRUCTING AND/OR INSTALLING AN INDUSTRIAL AND COMMERCIAL FACILITY; AUTHORIZING EXECUTION OF A TWENTY-FIRST SUPPLEMENTAL TRUST INDENTURE BY AND BETWEEN THE CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., ST. LOUIS, MISSOURI, AS TRUSTEE WITH RESPECT TO THE SERIES VII, 2011 BONDS; AUTHORIZING THE CITY TO LEASE SAID PROJECT TO CESSNA AIRCRAFT COMPANY; AUTHORIZING THE EXECUTION OF A TWENTY-FIRST SUPPLEMENTAL LEASE BY AND BETWEEN THE CITY AND CESSNA AIRCRAFT COMPANY; AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT BY AND BETWEEN THE CITY AND CESSNA AIRCRAFT COMPANY, AS PURCHASER OF THE BONDS; AND AUTHORIZING EXECUTION OF A BILL OF SALE, TERMINATION AND RELEASE OF ELEVENTH SUPPLEMENTAL LEASE AND CANCELLATION, DISCHARGE AND RELEASE OF ELEVENTH SUPPLEMENTAL TRUST INDENTURE.

WHEREAS, the City of Wichita, Kansas (the "City" or "Issuer"), is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, renovate and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, and to enter into leases and lease-purchase agreements with any persons, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities and to refund such revenue bonds previously issued; and

WHEREAS, the Issuer's Governing Body has heretofore: (1) expressed its intent to issue Taxable Industrial Revenue Bonds (The Cessna Aircraft Company), in the original aggregate principal amount not to exceed $100,000,000, pursuant to a Letter of Intent dated February 5, 1991; (2) adopted an Ordinance on December 10, 1991 (the "1991 Ordinance") authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (The Cessna Aircraft Company), in the original aggregate principal amount not to exceed $100,000,000; (3) expressed its intent to issue Taxable Industrial Revenue Bonds (The Cessna Aircraft Company), in the original aggregate principal amount not to exceed an additional $200,000,000, pursuant to a Letter of Intent dated December 15, 1992; (4) expressed its intent to issue Taxable Industrial Revenue Bonds (The Cessna Aircraft Company), in the original aggregate principal amount not to exceed an additional $200,000,000, pursuant to a Letter of Intent dated December 3, 1996; (5) expressed its intent to issue Taxable Industrial Revenue Bonds (The Cessna Aircraft Company), in the original aggregate principal amount not to exceed an additional $600,000,000, pursuant to a Letter of Intent dated June 8, 1999; and (6) expressed its intent to issue Taxable Industrial Revenue Bonds (the Cessna Aircraft Company), in the original aggregate principal amount not to exceed an additional $800,000,000, pursuant to a Letter of Intent

dated November 14, 2006; all for the purpose of paying the cost of constructing, installing and equipping certain manufacturing and commercial facilities (the "Project"); and

WHEREAS, the Issuer has heretofore authorized the issuance of nineteen series of Taxable Industrial Revenue Bonds for the purpose of constructing, equipping and installing current or former portions of the Project, such Bonds designated as follows: (1) Series XII, 1991 (The Cessna Aircraft Company), in the original aggregate principal amount of $30,000,000 (the "Series 1991 Bonds"); (2) Series X, 1992 (The Cessna Aircraft Company), in the original aggregate principal amount of $44,130,000 (the "Series 1992 Bonds"); (3) Series VII, 1993 (The Cessna Aircraft Company), in the original aggregate principal amount of $48,100,000 (the "Series 1993 Bonds"); (4) Series XV, 1994 (The Cessna Aircraft Company), in the original aggregate principal amount of $44,800,000 (the "Series 1994 Bonds"); (5) Series XIV, 1995 (The Cessna Aircraft Company), in the original aggregate principal amount of $46,000,000 (the "Series 1995 Bonds"); (6) Series XIII, 1996 (The Cessna Aircraft Company), in the original aggregate principal amount of $54,000,000 (the "Series 1996 Bonds"); (7) Series XVII, 1997 (The Cessna Aircraft Company), in the original aggregate principal amount of $54,500,000 (the "Series 1997 Bonds"); (8) Series XV, 1998 (The Cessna Aircraft Company), in the original aggregate principal amount of $80,000,000 (the "Series 1998 Bonds"); (9) Series XIV, 1999 (The Cessna Aircraft Company), in the original aggregate principal amount of $64,860,000 (the "Series 1999 Bonds"); (10) Series X, 2000 (Cessna Aircraft Company), in the original aggregate principal amount of $96,300,000 (the "Series 2000 Bonds"); (11) Series XIII, 2001 (Cessna Aircraft Company), in the original aggregate principal amount of $102,500,000 (the "Series 2001 Bonds"); (12) Series VIII, 2002 (Cessna Aircraft Company), in the original aggregate principal amount of $94,500,000 (the "Series 2002 Bonds"); (13) Series XI, 2003 (Cessna Aircraft Company), in the original aggregate principal amount of $55,300,000 (the "Series 2003 Bonds"); (14) Series VIII, 2004 (Cessna Aircraft Company), in the original aggregate principal amount of $51,800,000 (the "Series 2004 Bonds"); (15) Series VII, 2005 (Cessna Aircraft Company), in the original aggregate principal amount of $66,500,000 (the "Series 2005 Bonds"); (16) Series VIII, 2006 (Cessna Aircraft Company), in the original aggregate principal amount of $99,000,000 (the "Series 2006 Bonds"); (17) Series VII, 2007 (Cessna Aircraft Company), in the original aggregate principal amount of $36,331,000 (the "Series 2007 Bonds"); (18) Series XI, 2008 (Cessna Aircraft Company), in the original aggregate principal amount of $73,311,000 (the "Series 2008 Bonds"); (19) Series VIII, 2009 (Cessna Aircraft Company), in the original aggregate principal amount of $45,000,000 (the "Series 2009 Bonds"); and (20) Series VII, 2010 (Cessna Aircraft Company), in the original aggregate principal amount of $8,000,000 (the "Series 2010 Bonds"); and

WHEREAS, pursuant to the 1991 Ordinance, the Issuer authorized (i) the execution and delivery of a Trust Indenture dated December 20, 1991 (the "1991 Indenture"), by and between the Issuer and The Bank of New York Trust Company, N.A., St. Louis, Missouri as successor trustee to INTRUST Bank, N.A., Wichita, Kansas (the "Trustee"), which has since been supplemented and amended by Supplemental Indentures for the purpose of issuing and securing the above-referenced series of Bonds and (ii) the execution and delivery of a Lease Agreement dated December 20, 1991 (the "1991 Lease"), by and between the Issuer, as lessor, and the Cessna Aircraft Company (formerly The Cessna Aircraft Company), a Kansas corporation (the "Company"), as lessee, which has since been supplemented and amended by Supplemental Leases under which the proceeds of the above-described series of bonds were used to pay a portion of the costs of the Project; and

WHEREAS, the Series 1991 Bonds, Series 1992 Bonds, Series 1993 Bonds, Series 1994 Bonds, Series 1995 Bonds, Series 1996 Bonds, Series 1997 Bonds, Series 1998 Bonds, Series 1999 Bonds and Series 2000 Bonds no longer remain outstanding; and

WHEREAS, the Trustee has certified that the Series 2001 Bonds have been surrendered by the registered owner thereof for cancellation on January 1, 2012; and

WHEREAS, the Company desires to exercise its option to purchase that portion of the Project financed with the proceeds of the Series 2001 Bonds (the "2001 Project"); and

WHEREAS, the City hereby determines to waive the notice provisions of the Lease with respect to the Company's exercise of its option (as hereinafter defined) to purchase the 2001 Project and finds and determines it necessary and desirable to execute a Bill of Sale conveying such 2001 Project to the Company on or after January 1, 2012; and

WHEREAS, the City has heretofore and does hereby find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas that the City issues its Taxable Industrial Revenue Bonds, Series VII, 2011 (Cessna Aircraft Company) in the original aggregate principal amount of not to exceed $17,000,000 (the "Series 2011 Bonds") for the purpose of purchasing, acquiring, constructing and installing certain additions to the Project (the "2011 Additions"); and

WHEREAS, the Series 2011 Bonds are more fully described in the Twenty-First Supplemental Trust Indenture by and between the Issuer and the Trustee, which Twenty-First Supplemental Trust Indenture further supplements and amends the 1991 Indenture (the 1991 Indenture as supplemented and amended, including by the Twenty-First Supplemental Trust Indenture, being referred to herein as the "Indenture"), and in the Twenty-First Supplemental Lease hereinafter authorized; and

WHEREAS, the Project shall be leased by the City to the Company pursuant to the Twenty-First Supplemental Lease by and between the Issuer and the Company, which Twenty-First Supplemental Lease further supplements and amends the 1991 Lease (the 1991 Lease as supplemented and amended, including by the Twenty-First Supplemental Lease, being referred to herein as the "Lease"); and

WHEREAS, the real property upon which the 2011 Additions are located shall be leased to the City from the Company pursuant to a certain Site Lease and Subordination Agreement dated December 20, 1991, by and between the City, as lessee, and the Company, as lessor, as supplemented and amended by a First Supplemental Site Lease and Subordination Agreement dated December 17, 1993, a Second Supplemental Site Lease and Subordination Agreement dated July 1, 1997, and a Third Supplemental Site Lease and Subordination Agreement dated December 22, 2000; and

WHEREAS, the Series 2011 Bonds and the interest thereon shall not constitute an indebtedness of the City of Wichita, Kansas, within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the City, nor shall any Series 2011 Bond or the interest thereon be a charge against the general credit or taxing powers of the City (because, under the terms of this Ordinance, the Series 2011 Bonds are not general obligations of the City and are payable solely from certain fees, rentals, revenues and other amounts

derived by the City pursuant to the Lease and, under certain circumstances, from the proceeds of the Series 2011 Bonds and insurance and condemnation awards); and

WHEREAS, pursuant to the Indenture, the Series 2011 Bonds shall be equally and ratably secured and on a parity with the Series 2000 Bonds, the Series 2001 Bonds, the Series 2002 Bonds, the Series 2003 Bonds, the Series 2004 Bonds, the Series 2005 Bonds, the Series 2006 Bonds, the Series 2007 Bonds, the Series 2008 Bonds, the Series 2009 Bonds, the Series 2010 Bonds and any Additional Bonds (collectively referred to herein as the "Bonds") subject to any partial redemption or release of pledged property permitted by the Lease and Indenture; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with the issuance of the Series 2011 Bonds: (1) to execute and deliver a Twenty-First Supplemental Trust Indenture dated as of December 14, 2011, with the Trustee, for the purpose of issuing and securing the Series 2011 Bonds as provided therein; (2) to execute and deliver a Twenty-First Supplemental Lease dated as of December 14, 2011, with the Company pursuant to which the City shall cause the 2011 Additions to be leased to the Company in consideration of payments of Supplemental Basic Rent, Supplemental Additional Rent and other charges provided for therein.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. **Definition of Terms**. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Indenture and Lease.

Section 2. **Authority to Cause the 2011 Additions to be Purchased, Acquired, Constructed and Installed.** The City hereby finds and determines the 2011 Additions, if in being, would promote the welfare of the City, and is authorized to cause the 2011 Additions to be purchased, acquired, constructed and installed all in the manner and as more particularly described in the Twenty-First Supplemental Trust Indenture and in the Twenty-First Supplemental Lease hereinafter authorized.

Section 3. **Authorization of and Security for the Bonds**. There are hereby authorized and directed to be issued the City's industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VII, 2011 (Cessna Aircraft Company)" in an original aggregate principal amount not to exceed $17,000,000 for the purpose of paying the cost of purchasing, acquiring, constructing and installing the 2011 Additions. The Series 2011 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Series 2011 Bonds shall be equally and ratably secured and on a parity with the outstanding Bonds (subject to any partial redemption or release of pledged property permitted by the Lease and Indenture). The Series 2011 Bonds shall be special limited obligations of the City payable solely from the revenues derived by the City pursuant to the Lease, or otherwise in connection with the Project. The Series 2011 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the City within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues. The Series 2011 Bond shall be secured under the provisions of the Indenture and are authorized hereby.

Section 4. **Authorization of Twenty-First Supplemental Trust Indenture**. The City is hereby authorized to enter into the Twenty-First Supplemental Trust Indenture dated as of December 14, 2011, by and between the City and the Trustee under which the City shall pledge and assign to the Trustee, for the benefit of the holders of the Bonds, including the Series 2011 Bonds, the Trust Estate created thereby, all upon the terms and conditions set forth in the Indenture.

Section 5. **Lease of the 2011 Additions**. The City shall cause the 2011 Additions to be leased by the City to the Company pursuant to and in accordance with the Lease, as supplemented by the provisions of the Twenty-First Supplemental Lease, which is authorized hereby.

Section 6. **Authorization of Bond Purchase Agreement**. The Series 2011 Bonds shall be sold and delivered to Cessna Aircraft Company upon the terms and subject to the provisions of the Bond Purchase Agreement herein authorized dated as of December 14, 2011, by and between the City, and Cessna Aircraft Company, as Purchaser.

Section 7. **Authorization of Release Documents**. The City is hereby authorized to execute a Bill of Sale conveying the 2001 Project from the City to the Company, a Termination of Eleventh Supplemental Lease and Cancellation, Discharge and Release of Eleventh Supplemental Trust Indenture (collectively, the "Release Documents") and to deliver such Release Documents upon receipt of Certification by the Trustee that no Series 2001 Bonds remain Outstanding and upon receipt from the Company of the other consideration required under the Lease, and performance by the Company of all conditions precedent to exercise of its purchase option under the Lease.

Section 8. **Execution of Series 2011 Bonds and Agreements**. The Mayor or Vice Mayor of the City of Wichita, Kansas, is hereby authorized and directed to execute the Series 2011 Bonds and deliver the same to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor or Vice Mayor is hereby further authorized and directed to execute and deliver the Twenty-First Supplemental Trust Indenture, the Twenty-First Supplemental Lease, and the Bond Purchase Agreement for and on behalf of and as the act and deed of the City with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The Mayor or Vice Mayor is hereby further authorized to execute the Release Documents, and the City Clerk, or other appropriate staff of the City, are authorized to deliver the Release Documents upon satisfaction of the requirements set forth in Section 7 hereof. The City Clerk or the Deputy City Clerk of the City is hereby authorized and directed to attest the execution of the Series 2011 Bonds, the Twenty-First Supplemental Trust Indenture, the Twenty-First Supplemental Lease, the Bond Purchase Agreement, the Release Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 9. **Pledge of the Project**. The City hereby pledges the 2011 Additions, and the net revenues therefrom to the payment of the Outstanding Bonds, including the Series 2011 Bonds, in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Series 2011 Bonds shall be deemed to have been paid within the meaning of the Indenture, subject to any partial redemption or release of pledged property permitted by the Lease or Indenture.

Section 10. **Further Authority**. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Series 2011 Bonds, the Twenty-First Supplemental Trust Indenture and the Twenty-First Supplemental Lease, all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 11. **Effective Date**. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the Issuer, and publication once in the official newspaper of the Issuer.

[Remainder of page intentionally left blank]

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on December 13, 2011.

CITY OF WICHITA, KANSAS,
as Issuer

By:_____
Carl Brewer
Mayor

[SEAL]

ATTEST:

By: _____
Karen Sublett
City Clerk

Approved as to Form:

By:_____
Gary E. Rebenstorf
City Attorney

City of Wichita
City Council Meeting
December 6, 2011

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (Bombardier Learjet) (Districts IV and V)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the ordinance on first reading.

Background: On November 6, 2007, the City Council approved a Letter of Intent for Industrial Revenue Bonds ("IRBs") in an amount not-to-exceed $79,188,000 for Bombardier Learjet ("Learjet") to finance expansion and modernization of its aircraft manufacturing plant located at Mid-Continent Airport in west Wichita. The City Council also approved a 100% five-plus-five year property tax abatement on bond-financed property.

The City Council has approved a number of annual IRB issues for Learjet. In 2009, Learjet began requesting semiannual issues. On July 12, 2011, the City Council approved the issuance of $2,564,275 in IRBs to finance Learjet's capital investments for the first half of 2011. Learjet is requesting issuance of IRBs in the amount not-to-exceed $4,943,649 to finance its capital investments for the second half of 2011.

Analysis: Learjet is a wholly owned subsidiary of Bombardier, Inc. ("Bombardier"), a Canadian corporation headquartered in Montreal, Quebec, Canada. Bombardier is engaged in the design, development, manufacturing and marketing of transportation equipment, aerospace and defense products. Learjet is a member of the Bombardier Aerospace Group. Learjet is engaged in the manufacture and sales of business jet aircraft including the Learjet 40, the Learjet 60, the Learjet 45, and the newest model, the Learjet 85. Learjet's principal manufacturing facilities, corporate and marketing offices and the Bombardier Flight Test Center are located at One Learjet Way on Mid-Continent Airport.

Proceeds from the bonds will be used to finance capital investments made by Learjet in the second half of 2011 to expand and equip manufacturing facilities. Investments include building improvements and additions to existing aviation manufacturing and flight testing facilities, as well as the acquisition of machinery and equipment.

The law firm of Kutak Rock, LLP serves as bond counsel in the transaction. Learjet Inc. will purchase the bonds; bonds will not be offered to the public. Learjet has complied with the Standard Conditions contained in the City's IRB Policy.

Financial Considerations: Bombardier Learjet agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds. The City Council has approved a 100% tax abatement of ad valorem property taxes on the expansion project. Bond-financed purchases are also exempt from state and local sales tax. Based on the 2010 mill levy, the estimated tax value of exempted real property for the first full year is approximately $148,382. This is based on estimated real property improvements of approximately $4,943,649.

The value of a 100% real property tax exemption as applicable to taxing jurisdictions**,** based on 2010 mill levies, is as follows:

City	$ 39,885	State	$ 1,854
County	$ 36,285	USD 259	$ 70,358

The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research was conducted in 2009, with the following benefit/cost ratios:

City overall	2.17 to one
City General Fund	1.24 to one
County	1.86 to one
USD 259	1.00 to one
State	46.79 to one

Learjet has paid the 2000 IRBs in full and desires to exercise its option to purchase that portion of the Project financed with the 2000 Bonds.

Goal Impact: Economic Vitality and Affordable Living. Providing tax abatements to manufacturing businesses helps stabilize the economic base of the community and ensures a steady supply of quality jobs.

Legal Considerations: The City's bond counsel has prepared documents needed for the issuance of bonds. All bond documents are subject to review and approval by the Law Department prior to execution.

The Law Department has approved as to form a Bill of Sale conveying the 2000 Additions to the Company and the release of the 2000 Additions from the Lease and from the pledge of the Indenture.

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds for Learjet, Inc. in the amount not-to-exceed $4,943,649, and authorize necessary signatures.

Attachments: Bond Ordinance

ORDINANCE NO. 49-163

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $4,943,648.04 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE INSTALLATION OF IMPROVEMENTS TO CERTAIN EXISTING AVIATION MANUFACTURING AND FLIGHT TESTING FACILITIES AS WELL AS TO FINANCE THE ACQUISITION OF CERTAIN MACHINERY AND EQUIPMENT FOR SUCH FACILITIES LOCATED IN THE CITY OF WICHITA, KANSAS; PRESCRIBING THE FORM AND AUTHORIZING EXECUTION OF A TWENTIETH SUPPLEMENTAL TRUST INDENTURE BY AND BETWEEN THE CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., ST. LOUIS, MISSOURI (THE "TRUSTEE"), AS TRUSTEE WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A TWENTIETH SUPPLEMENTAL LEASE BY AND BETWEEN LEARJET INC. AND THE CITY; APPROVING THE FORM OF A GUARANTY AGREEMENT; AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT BY AND BETWEEN THE CITY AND LEARJET INC., AS PURCHASER OF THE BONDS.

WHEREAS, the City of Wichita, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, purchase, construct, install and equip certain improvements and additions (as defined in the Act) for commercial, industrial and manufacturing purposes, and to enter into leases and lease-purchase agreements with any persons, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities and to refund such revenue bonds previously issued; and

WHEREAS, pursuant to the Act, the Issuer's Governing Body has heretofore: (1) expressed its intent to issue Taxable Industrial Revenue Bonds (Learjet Inc.), in the original aggregate principal amount not to exceed $86,000,000, pursuant to a Letter of Intent dated September 10, 1996; and (2) expressed its intent to issue Taxable Industrial Revenue Bonds (Learjet Inc.), in the original aggregate principal amount not to exceed an additional $79,188,000, pursuant to a Letter of Intent dated November 16, 2007 (collectively, the "Letter of Intent"); all for the purpose of paying the cost of constructing, installing and equipping an expansion and improvements to existing aviation manufacturing and flight testing facilities (the "Project"); and

WHEREAS, pursuant to various ordinances of the Issuer, the Issuer has heretofore authorized the issuance of nineteen series of such taxable industrial revenue bonds, in the original aggregate principal amount of $109,903,916.71 (the "Outstanding Bonds"), for the purpose of constructing, equipping and installing portions of the Project; and

WHEREAS, in connection with the issuance of the Outstanding Bonds, the Issuer has heretofore authorized (i) the execution and delivery of a Trust Indenture dated as of

December 1, 1996, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized and defined Twentieth Supplemental Indenture (collectively, the "Indenture") with The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri (as successor to INTRUST Bank, N.A., Wichita, Kansas), as trustee (the "Trustee"), for the purpose of issuing and securing the Outstanding Bonds and any Additional Bonds (as defined therein), and (ii) the execution and delivery of a Lease Agreement dated as of December 1, 1996, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized and defined Twentieth Supplemental Lease (collectively, the "Lease"), by and between the Issuer, as lessor, and Learjet Inc., a Kansas corporation (the "Tenant"), as lessee, under which the proceeds of the Outstanding Bonds were used to pay a portion of the costs of the Project; and

WHEREAS, the Issuer has heretofore and does hereby find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue a twentieth series of its taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VI, 2011 (Learjet Inc.)" in the original aggregate principal amount not to exceed $4,943,648.04 (the "Series VI, 2011 Bonds"), for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing facilities, as well as to acquire certain machinery and equipment for the Project (the "Series VI, 2011 Additions"); and

WHEREAS, the Series VI, 2011 Bonds are more fully described in the Twentieth Supplemental Indenture and the Twentieth Supplemental Lease hereinafter authorized; and

WHEREAS, the Series VI, 2011 Bonds and the interest thereon shall not constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the Issuer, nor shall any Series VI, 2011 Bond or the interest thereon be a charge against the general credit or taxing powers of the Issuer; and

WHEREAS, the Series VI, 2011 Bonds are not general obligations of the Issuer and are payable solely from certain fees, rentals, revenues and other amounts derived by the Issuer pursuant to the Lease, as the same may be further amended and supplemented and, under certain circumstances, from the proceeds of the Series VI, 2011 Bonds and insurance and condemnation awards; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Series VI, 2011 Bonds (i) to execute and deliver a Twentieth Supplemental Trust Indenture dated as of December 1, 2011 (the "Twentieth Supplemental Indenture"), for the purpose of issuing and securing the Series VI, 2011 Bonds as provided therein; and (ii) to enter into a Twentieth Supplemental Lease dated as of December 1, 2011 (the "Twentieth Supplemental Lease"), pursuant to which the Issuer shall cause the Series VI, 2011 Additions to be leased to the Tenant in consideration of payments of Series VI, 2011 Supplemental Basic Rent, Series VI, 2011 Supplemental Additional Rent and other charges provided for therein; and

WHEREAS, the Series VI, 2011 Bonds shall be equally and ratably secured and on a parity with the Outstanding Bonds and any Additional Bonds (collectively referred to hereinafter as the "Bonds") subject to any partial redemption or release of pledged property permitted by the Lease or Indenture; and

WHEREAS, the Issuer has heretofore issued its Taxable Industrial Revenue Bonds Series VIII, 2000 ("the Series 2000 Bonds") pursuant to a Fourth Supplemental Indenture and Fourth Supplemental Lease dated as of December 1, 2000; and

WHEREAS, the Trustee has certified that the 2000 Bonds have been paid in full and no 2000 Bonds remain Outstanding; and

WHEREAS, the Company desires to exercise its option to purchase that portion of the Project financed with the 2000 Bonds, exclusive of the Issuer's interest in the Premises; and

WHEREAS, the City hereby waives the notice provisions of the Fourth Supplemental Lease dated as of December 1, 2000, with respect to the Company's exercise of its option to purchase the 2000 Additions and finds and determines it necessary and desirable to execute a Bill of Sale conveying the 2000 Additions to the Company and to release the 2000 Additions from the Lease and from the pledge of the Indenture; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS AS FOLLOWS:

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Indenture and Lease.

Section 2. Authority to Cause the Series VI, 2011 Additions to be Constructed, Installed and Equipped. The governing body of the Issuer hereby declares that the Series VI, 2011 Additions, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Series VI, 2011 Additions to be constructed, installed and equipped all in the manner and as more particularly described in the Twentieth Supplemental Indenture and in the Twentieth Supplemental Lease hereinafter authorized.

Section 3. Authorization of and Security for the Series VI, 2011 Bonds. There is hereby authorized and directed to be issued a series of the Issuer's taxable industrial revenue bonds in an original aggregate principal amount not to exceed $4,943,648.04 for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing facilities and additions, as well as acquiring certain machinery and equipment to the existing facilities located in the City of Wichita, Kansas, such series of such taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VI, 2011 (Learjet Inc.)." The Series VI, 2011 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Series VI, 2011 Bonds shall be equally and ratably secured and on a parity with the Outstanding Bonds and any Additional Bonds, subject to any partial redemption or release of pledged property permitted by

the Lease or Indenture. The Series VI, 2011 Bonds shall be special limited obligations of the Issuer payable solely from the revenues derived by the Issuer pursuant to the Lease, or otherwise in connection with the Project. The Series VI, 2011 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the Issuer within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues. The Series VI, 2011 Bonds shall be secured under the provisions of the Indenture and are authorized hereby.

Section 4. Authorization of Twentieth Supplemental Indenture. The Issuer is hereby authorized to enter into the Twentieth Supplemental Trust Indenture dated as of December 1, 2011 (the "Twentieth Supplemental Indenture"), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as trustee (the "Trustee"), under which the Issuer shall pledge and assign to the Trustee, for the benefit of the holders of the Bonds, the Trust Estate referenced herein, all upon the terms and conditions set forth in the Indenture.

Section 5. Lease of the Series VI, 2011 Additions. The Issuer shall cause the Series VI 2011 Additions to be leased by the Issuer to the Tenant pursuant to and in accordance with the provisions of the Twentieth Supplemental Lease dated as of December 1, 2011 (the Twentieth Supplemental Lease"), by and between the Issuer and the Tenant.

Section 6. Authorization of Bond Purchase Agreement. The Series VI, 2011 Bonds shall be sold and delivered to Learjet Inc., upon the terms and subject to the provisions of the Bond Purchase Agreement herein authorized dated as of December 1, 2011 (the "Bond Purchase Agreement"), by and between the Issuer and Learjet Inc., as purchaser.

Section 7. Approval of Guaranty Agreement. The form of Guaranty Agreement, dated as of December 1, 2011, pursuant to which the Tenant guarantees to the Trustee, for the benefit of the Owners of the Series VI, 2011 Bonds, the full and prompt payment of the principal of, redemption premium, if any, and interest on the Series VI, 2011 Bonds, is hereby approved.

Section 8. Authorization of Bill of Sale. The City is hereby authorized to deliver a Bill of Sale conveying the 2000 Additions from the City to the Tenant.

Section 9. Execution of Series VI, 2011 Bonds and Agreements. The Mayor of the Issuer is hereby authorized and directed to execute the Series VI, 2011 Bonds and deliver the same to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor or Vice Mayor is hereby further authorized and directed to execute and deliver the Twentieth Supplemental Indenture, the Twentieth Supplemental Lease and the Bond Purchase Agreement for and on behalf of and as the act and deed of the Issuer with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve (which approval shall be evidenced by his execution thereof) and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Series VI, 2011 Bonds, the Twentieth Supplemental Indenture, the Twentieth Supplemental Lease and the Bond Purchase Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 10. Pledge of the Project. The Issuer hereby pledges the Series VI, 2011 Additions and the net revenues therefrom to the payment of the Outstanding Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Series VI, 2011 Bonds shall be deemed to have been paid within the meaning of the Indenture, as the same may be amended.

Section 11. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Series VI, 2011 Bonds, the Twentieth Supplemental Indenture, the Twentieth Supplemental Lease and the Bond Purchase Agreement all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 12. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City of Wichita, Kansas and publication once in the official newspaper of the Issuer.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on December 13, 2011.

CITY OF WICHITA, KANSAS,
as Issuer

By:_____
Carl Brewer
Mayor

[SEAL]

ATTEST:

By: _____
Karen Sublett
City Clerk

Approved as to Form:

By:_____
Gary E. Rebenstorf
City Attorney

Agenda Item No. IV-4

City of Wichita
City Council Meeting
December 6, 2011

TO: Mayor and City Council Members

SUBJECT: 2012-2013Transit Teamsters Local 795 Memorandum of Agreement

INITIATED BY: Human Resources Department

AGENDA: New Business

Recommendation: Approve the proposed 2012-2013 Memorandum of Agreement between the City and the Transit Teamsters Local 795.

Background: The City's Negotiating Team and Teamsters Local 795 have reached an agreement on a Memorandum of Agreement for 2012-2013. The union membership has ratified the agreement.

Analysis: The agreement will be in effect from December 24, 2011 through December 20, 2013 and will grant 2.5% General Pay Adjustment increases (GPA) in each of the two years of the agreement. During the agreement period, step and merit increases will be frozen.

The agreement contains a few language changes regarding call-in procedures, maximum sick leave accrual and eligibility for a personal day holiday.

This is a two year agreement, to be renegotiated in 2013.

Financial Considerations: The agreement is consistent with the 2012 Adopted budget.

Goal Area Impact: This agreement affects the City's goals of Quality of Life, Safe and Secure Community, Core Areas and Neighborhoods, Economic Vitality and Affordable Living, Efficient Infrastructure, and Internal Perspectives.

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

Recommendation/Action: It is recommended that the City Council approve the proposed 2012-2013 Memorandum of Agreement between the City and Transit Teamsters Local 795.

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

and

Teamsters Union Local 795 (Transit)
Wichita, Kansas

This Memorandum of Agreement is entered into by and between the City of Wichita, hereinafter referred to as the "City", and Teamsters Union Local #795 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

Date Effective: December 24, 2011

Date Ending: December 20, 2013

INDEX

Article Number Page Number

Preamble 1
1 – Recognition 1
2 – Negotiations 1
3 – Management Rights and Prerogatives 2
4 – Employee Cooperation 2
5 – Strikes and Lock-Outs 3
6 – Non-Discrimination 3
7 – Stewards 3
8 – Probationary Period 4
9 – Terminations and Suspensions 4
10 – Grievance Procedure and Arbitration 5
11 – Reduction in Personnel – Re-Employment 7
12 – Wage Rates 8
13 – Overtime Sign-On – Motor Coach Operators 9
14 – Overtime Sign-on – Maintenance Employees 10
15 – Runs – Day Off 10
16 – Selection and Assignment of Runs 11
17 – Operation Extra Board 12
18 – Operator Relief 14
19 – Late Reports 14
20 – Protection Time 15
21 – Time Allowances 16
22 – Minimum Pay Provisions 16
23 – Work Week, Day Off, Overtime – Maintenance Employees 16
24 – Assignment of Work – Maintenance Employees 17
25 – Promotion and Filling of Vacancies – Maintenance 17
26 – Seniority 18
27 – Pensions 19
28 – Insurance 20
29 – Vacations 20
30 – Absenteeism 22
31 – Holidays 24
32 – Leave of Absence 25
33 – Court Attendance – Jury Duty 25
34 – Uniforms – Uniform Regulations 26
35 – Safety – Accidents – Prevention – Reports 27
36 – Exact Fare 28
37 – Transportation to Work Site 28
38 – Paratransit Van Operators 28
39 – Miscellaneous 28
40 – Subcontracting 29
41 – Separability 29
42 – Duration and Construction of Agreement 30
Appendix A 31

PREAMBLE

In consideration of the mutual covenants herein contained involving the mutual interest of the parties hereto, and in an effort to stabilize employment and secure closer cooperation between the City and the employees, the parties hereto contract and agree as follows:

ARTICLE 1 - RECOGNITION

SECTION 1. The City recognizes the right of its employees to bargain collectively through representatives of their own choice and recognizes the Union as the exclusive bargaining representative, insofar as permitted by law, for all operating and maintenance employees of the city included within the classifications of employees as set forth in the wage sections of this Agreement.

SECTION 2. When the term "employee" is used herein, it shall mean an employee coming within the scope of this Agreement.

SECTION 3. If, during the term of this Agreement, state and federal law permits a Union Shop, the following shall apply to the extent permissible:

All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union, and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on or after the thirty-first (31st) day following the beginning of their employment.

SECTION 4. Checkoff. The City agrees to deduct from the pay of all members of the Union covered by the Agreement, dues, initiation fee, and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Union all such deductions. Where laws require written authorization by the Union members, the same is to be furnished in the form required. No deductions shall be made which are prohibited by applicable law.

SECTION 5. The City will recognize authorization for deductions from wages, if in compliance with state law, to be remitted to the local Union or to such other organization as the local Union may request.

SECTION 6. The City will make every effort to allocate a portion of time to the Union Stewards during the orientation/training period of new hires to encourage new employees to join the Union.

ARTICLE 2 - NEGOTIATIONS

It is mutually agreed that to the extent this Agreement is not in conflict with any present or subsequent federal or state law or regulation, the parties agree hereto that all business comprehended by this Agreement shall be transacted between the properly accredited officer

or designated officials of the City and the properly accredited officer or designated officials of the Union and an accredited committee composed of employees of the City.

ARTICLE 3 - MANAGEMENT RIGHTS AND PREROGATIVES

The City retains all of the rights and functions of management except to the extent that they are expressly and specifically modified or limited by specific written provisions of the Agreement. Some of the rights retained by the City include but are not limited to the rights, power and authority to manage the City's operations and to direct the work force, to hire and assign employees of its own selection and determine the number to be employed to maintain efficiency, to extend, maintain, curtail or terminate all or any part of the operations of the City, to determine the size and location of the City's facilities, to discontinue old methods or facilities, to establish and prepare job classifications, to assign and reassign the work to be performed by employees or classification of employees as the City deems necessary or expedient, to establish and change work assignments and scheduling, to transfer, promote, demote, terminate or otherwise relieve employees from duties, to establish, maintain and enforce rules for the maintenance of discipline, to discipline, suspend or discharge employees for just cause, to determine, establish, change and modify quality standards and judgment of workmanship required, to determine what work, if any, shall be performed by contractors, to determine the number and starting times of shifts, the hours of work and the number of hours and days in the work week for all employees, to establish operating, work and disciplinary rules and require employees to observe rules and regulations.

The above rights of management are not all inclusive but indicate the type of matters in which rights shall belong to or are inherent to management.

ARTICLE 4 - EMPLOYEE COOPERATION

SECTION 1. Employees shall work at all times to the best interest of the City; they shall perform efficient service in their work; they shall operate and handle the City's vehicles carefully, safely, and with the utmost regard to the safety of passengers, the general public, and the equipment entrusted to their care; they shall operate and handle the City's vehicles at all times in full compliance with reasonable rules of the City; they shall give the riding public courteous and respectful treatment at all times to the end that the City's services may improve and grow; they shall at all times use their influence and best endeavors to preserve and protect the interest of the City and cooperate in the promotion and advancement of the City's interest. All employees are required to have a working telephone at their residence and provide the City with their telephone number.

SECTION 2. The employer will recognize the employees as professionals. The employer will treat employees with dignity and respect at all times. Employees will also treat each other, as well as the employer, with dignity and respect

ARTICLE 5 - STRIKES AND LOCK-OUTS

SECTION 1. During the life of this Agreement neither the Union nor the employees covered by this Agreement shall call, sanction, assist, or engage in any strike, slowdown, or stoppage of the City's work, operations or service, or in any manner sanction, assist or engage in any restrictions or limitation of the work, operations, or services of the City except and unless permitted elsewhere in this Agreement.

SECTION 2. During the term of this Agreement, the City shall not cause or permit any lock-out of any of the employees covered by this Agreement.

SECTION 3. The primary purpose of this Article rests in the mutual desire of the parties to this Agreement to provide uninterrupted service to the citizens and residents served by the City. Therefore it is the intent of the parties that the procedures of settling differences between the parties as established in this Agreement shall be adhered to and there shall be no strike which will affect the uninterrupted service of the City to the citizens and residents served by the parties hereto.

ARTICLE 6 - NONDISCRIMINATION

SECTION 1. No employee shall be discriminated against because of race, color, national origin, age, sex, religion, ancestry, physical disability or because of union activity or non-activity by either the City or the Union.

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ARTICLE 7- STEWARDS

SECTION 1. The Union agrees to furnish the City with an up-to-date list of all of its Stewards, and to immediately notify the City of any changes thereto.

SECTION 2. Stewards are assistants to the Business Agents. Business Agents have final say in all disputes or settlements which involve the majority of the work force.

SECTION 3. The Union shall be represented by employee shop stewards, who shall be selected in any manner determined by the Union on a basis of one steward for every twenty-five employees (or major fraction thereof) with a minimum of one shop steward per shift.

SECTION 4. The authority of job stewards so designated by the Union shall be limited to, and shall not exceed the following duties:

a. the investigation and presentation of grievances in accordance with the provisions of the agreement;

b. the collection of dues when authorized by the Union.

c. the transmission of such messages and information which shall originate with and are authorized by the Union.

SECTION 5. The job steward shall not absent themselves from their place of work to visit other parts of the work area without permission of the supervisors or superintendent. Any reasonable request will be granted, provided it does not interfere with efficient operation.

SECTION 6. There shall be no discrimination against any person acting as a steward for the union. All grievances shall be first reported to the steward whenever possible. The steward will make every effort to perform his duties without disrupting the services provided by the City. All grievances shall be submitted to the steward in writing.

SECTION 7. The City agrees that when conducting an interview with an employee, the City will not proceed with the interview after a determination to discipline, or after discipline is reasonably contemplated, without the presence of a steward or alternative steward. At this point, the interview will not continue until the steward or alternate steward is present. The employee may waive representation by the steward or alternate steward, in writing, and a copy shall be sent to the local union.

SECTION 8. For the purposes of negotiating a successor collective bargaining agreement with the City, time off for Union business with pay shall be provided, subject to the following: the time off shall be scheduled in one half day increments; the Union pays one half of any and all costs (including hourly benefits: FICA, workers compensation, unemployment insurance); the amount of paid time shall be limited to 200 hours per contract; the time off will be limited to the actual days when both negotiating teams are in session or caucus; and provided forty-eight (48) hours written notice is given to the City by the Union specifying the length of time off. The Union agrees that in making its request for time off consideration shall be given to the number of persons affected in order that there shall be no disruption of the City's operations due to lack of available employees.

ARTICLE 8 - PROBATIONARY PERIOD

SECTION 1. A new employee shall work under the provisions of this Agreement but shall be employed only on a one hundred eighty (180)-day probation period, during which period he or she may be discharged at the discretion of the City, provided, however, that the City may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. This period shall include a sixty-day training period, and members can join the Union after 60 days.

SECTION 2. Operators selected to fill any new position within the Operations division shall be given a reasonable trial period, not to exceed 90 days, within which to demonstrate their ability to perform the duties of such new position or work. If the employee unsuccessfully completes the trial period, such employee shall be returned to their former position without loss of seniority.

ARTICLE 9 - TERMINATIONS AND SUSPENSIONS

SECTION 1. The City shall not discharge**,** or suspend, without just cause. Prior to any of the above-mentioned actions, the company shall give at least one written warning notice of the complaint against such employee to the employee with a copy of said notice to the Union,

except that no warning notice need be given an employee before he or she is suspended or terminated, if the cause of such action is a Class I Rule violation as specified in the operator's handbook. Discharge must be by written notice to the employee with a copy to the Union.

SECTION 2. Any employee may request an investigation by the Union as to their discharge or suspension.
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SECTION 3. Notices permitted or required to be served under the terms of this agreement shall be satisfactorily served for all purposes herein when faxed, mailed, or emailed to the employee and: Teamsters Union Local #795, 4921 Cessna Street, Wichita, Kansas 67210-1210. Copies of letters of discharge shall be faxed, mailed, hand delivered, or emailed to employee and the Union as described above. The date of the signed receipt of such notices or the time/date stamp on a fax shall be the controlling date for all purposes hereunder. Any party may give a change of address to the other party through written notice.

SECTION 4. At any time that an employee is to be suspended or discharged, at least one Union Steward will be given notice of such during that working day provided a Union Steward is on duty during that period. When possible, in cases of suspension or discharge of an operator an Operations Steward will be notified first and in cases of suspension or discharge of a maintenance employee a Maintenance Steward will be notified first.

SECTION 5. In accordance with the Transit disciplinary code, all warning letters will be for a period of 365 days.

ARTICLE 10 - GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 1. A grievance is defined as any dispute involving the interpretation, application, or alleged violations of any provisions of this agreement.

SECTION 2. In the settlement of a grievance under the terms of this Agreement, the following procedure shall be observed:

a. Any employee having a complaint will discuss that complaint with the employee's immediate supervisor in an effort to resolve the complaint. An employee may request his union steward to be present. In the event the complaint remains unresolved, from the first step, the union steward and the Assistant Director or designee shall try to resolve the complaint.
b. All grievances must be reduced to writing, signed by the grieved party, and filed by Union Steward. A grievance must be received by the City within ten (10) working days after the act or incident giving rise to the grievance. City representatives shall sign receipt in the appropriate box upon receipt of grievance from steward.

c. If neither of the first two steps are successful, it shall be referred to the Director of Wichita Transit and the business agent of Teamsters Local 795, who will meet and try

to resolve the issue in a timely manner. All parties involved in the grievance will be afforded the opportunity to be at the meeting. All cases will be heard as needed at a scheduled grievance meeting between the City and the union, to be set at a mutually agreeable time and place.

Except in cases involving Class I violations, an employee to be discharged or suspended shall be allowed to remain on the job or suspended with pay unless or until the discharge or suspension is sustained under one of the first three steps of the grievance procedure.

SECTION 3. The Union agrees it will not unreasonably delay the processing of such cases and all cases will be heard within 30 days unless mutually agreed to by the Union and City.

SECTION 4. If a mutually satisfactory resolution is not reached, either of the parties may demand arbitration within ten (10) days of the time the latest decision was received above. If no settlement is reached and no demand for arbitration made within this period, the grievances shall be forever barred and extinguished.

SECTION 5. Saturdays, Sundays and holidays shall be excluded in calculating the time limits herein specified.

SECTION 6. In the event the Union or City has demanded that a grievance be submitted to arbitration as herein provided, the parties shall, within fifteen (15) days of the demand for arbitration, jointly and in writing, petition the Federal Mediation and Conciliation Service to submit a list of the names of five (5) competent and available arbitrators, from which the parties shall select the impartial arbitrator. Within ten (10) days after receiving such a list the President of the Union and an official of the City or their respective designees shall alternately strike one name from said list, until only one (1) name remains, and the person whose name remains on said list shall become the impartial arbitrator. The order of striking names shall be determined by a toss of a coin. In the event that the remaining name is not mutually acceptable to both parties, then this name shall be set aside and a new list shall be requested. This process shall be conducted as expeditiously as possible.

SECTION 7. If it is necessary to appoint a successor for the impartial arbitrator, such successor shall be selected in the same manner as the original impartial arbitrator was selected. Any successor arbitrator shall act with the same power and authority as though originally appointed.

SECTION 8. The Board of Arbitration shall meet at such time as may be mutually agreed upon between the parties and shall continue to meet until all of the evidence and arguments have been received and heard. The Board of Arbitration shall establish its own rules of procedure not inconsistent with the terms of this Agreement.

SECTION 9. The arbitrator selected in accordance with this Article shall have jurisdiction only to interpret, apply, or determine compliance with the express provisions of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms and provisions of this Agreement and shall consider and render decisions upon only such issues as are directly raised by the written grievance taken to arbitration, which grievance shall not in any way be changed or amended after it is presented in accordance

with the provisions of this article. The arbitrator may interpret the express provisions of this Agreement, only insofar as it is necessary to the determination of the grievance at issue.

SECTION 10. The recommendation of the arbitrator shall be delivered to the City Manager and Union in writing. The arbitrator shall recommend no award outside the scope of his authority outlined in Section 9 of this article, or effecting a change, modification, or addition to this Agreement and shall confine himself strictly to the facts submitted at the hearing, the evidence and stipulations before him and the express terms and provisions of this Agreement.

SECTION 11. The fees and expenses of the impartial arbitrator, as well as other expenses incidental to the arbitration, shall be borne equally by the City and the Union, however each party shall be responsible for compensating its own representatives and witnesses and its costs incurred in presenting its case to the arbitrator.

SECTION 12. In the course of an investigation, any statements given by employees regarding other employees must be given freely and without threat of retaliation.

SECTION 13. The City Manager shall render a decision within ten (10) days after receipt of the Arbitrator's recommendation and the decision of the City Manager is final and binding. In the event the City Manager reverses the recommendations of the Arbitrator, the reasons and findings will be provided to the grievant in writing.

ARTICLE 11 - REDUCTION IN PERSONNEL - RE-EMPLOYMENT

SECTION 1. When it is necessary to reduce the regular force of motor coach operators, van operators, or maintenance employees, layoffs shall be in the reverse order of seniority as defined in **Article 26 and 38** of this Agreement.

SECTION 2. When it is necessary to reduce the regular force of maintenance employees, layoffs shall be in the reverse order of seniority in the respective classifications; provided, however, that any senior employee laid off in a higher classification shall be permitted to displace a junior employee in a lower classification with less seniority if such senior employee desires to exercise such seniority in a lower classification. All junior employees so displaced shall have the same privileges of displacement and so on down the line. Any such displacement privileges must be exercised within five (5) days from any action giving rise to the privilege.

Any senior employee displacing a junior employee must be qualified or be trainable within a ninety (90) day time period to perform the job duties of the junior employee being displaced. It is agreed that any dispute arising from a finding that such senior employee is not so qualified shall be grievable.

SECTION 3. When the regular forces of motor coach operators or maintenance employees are increased, former employees who were laid off in accordance with Sections 1 and 2 shall be afforded re-employment in the reverse order in which they were laid off; provided, however, that this Agreement or any renewal or extension is still in effect, and further provided that no more than twelve (12) months shall have elapsed since their layoff. Any

employee called back under the provisions of this Article, who is unable to qualify as set forth herein shall forfeit any seniority.

a. The City and the union agree that City seniority will prevail over divisional seniority for employees who have previously worked within another division, and are subject to the wage provisions of that division, and all other provisions of the contract.

b. The City and the union agree that the union will be notified in advance of any reduction in staff which affects the union membership. Notification will take place as soon as the City is aware of a lay off situation.

SECTION 4. In the re-employment of persons in accordance with this article, the following procedure shall be followed:

a. Notices permitted or required to be served under the terms of this Agreement, unless otherwise specifically covered by this Agreement, shall be satisfactorily served for all purposes herein when faxed, mailed, or emailed to the employee and : Teamsters Union Local 795, 4921 Cessna, Wichita, Kansas, 67210-1210. Copies of letters of discharge shall be faxed, mailed or emailed to the employee and the Union as described above. The date of the signed receipt of such notices or the time/date stamp of a fax or email shall be the controlling date for all purposes hereunder. Any party may give a change of address to the other party through written notice.

b. Persons so notified to work must report for work within ten (10) working days after the date of mailing of the letter or forfeit their seniority and re-employment rights hereunder.

SECTION 5. When a layoff occurs and the person so laid off is offered re-employment under the provision of this Article, such person must be able to perform the work requirements under the then existing employment standards of the City and must submit to an examination to show such person is physically fit to return to work. Any employee failing or refusing to take such physical examination and failing to qualify under the then existing employment standards of the City shall forfeit their seniority and any rights of re-employment with the City.

SECTION 6. In the event the City shall have acquired new operating equipment during any period of layoff the City shall provide and the rehired employee shall attend a training session on such new equipment.

ARTICLE 12 - WAGE RATES

SECTION 1. Employees shall be paid in accordance with the hourly wage rates as specified in appendix A according to their classification of employment. The number of employees in any classification shall be as determined by the operating requirements of the City.

SECTION 2. Effective December 24, 2011 this provision will be suspended and all pay steps frozen for the duration of this agreement. The pay plan adopted by the City is a merit system. The union recognizes that merit increases are granted upon satisfactory

completion of the required time in grade for each step and for work performance that meets or exceeds expectations of the position. The union recognizes that merit increases may also be deferred for work performance reasons. However when a merit increase has been approved by the division/department and has not been processed so that the employee receives his/her increase at the scheduled pay period effective date, and where the processing delay was due to no fault of the employee, or circumstances beyond the control of the City, the employee shall be paid retroactively to the scheduled date of the increase. Exceptions must be approved by the Personnel Director.

SECTION 3. All employees shall be paid an additional 50¢ per hour for all time worked between the hours of 8:00 p.m. and 5:00 a.m.

SECTION 4. In consideration of long and faithful service, the City shall, in addition to regular salary, pay longevity pay to long-term employees. To receive longevity pay, the employee must have completed six (6) years total accumulative service with the City. The monthly amount of this pay shall be $2.00 per month times the employee's total years accumulative service with the City. For employees who have completed eleven (11) years total accumulative service with the City, the amount shall be $5.00 per month times the employee's years of accumulative service with the City. Rehired employees with prior creditable service will earn longevity pay based on their adjusted start-work date after completion of two (2) years of service.

SECTION 5. An operator required to perform protecting time as provided in Article 20 may be released by the Dispatcher at such time as the Dispatcher determines. The Dispatcher may require such operator to call in at a specified time to determine if further work is available. An operator required to make such call will be paid one (1) hour for such call. Failure to call in as required will result in a "late". The call must be made within 15 minutes before the specified call time in order to receive the one hour pay and to avoid being charged with a late.

SECTION 6. Employees will be paid at the rate of time and one-half for all hours worked in excess of forty (40) hours per week. Except for holidays (Personal Day not included), injury leave and jury duty, leaves of absence will not be included as hours worked when computing eligibility for overtime even though the leave may have been paid leave.

ARTICLE 13 - OVERTIME SIGN-ON - MOTOR COACH OPERATORS

SECTION 1. An overtime sign-on sheet will be posted each week from 12:00 p.m. on Saturday until 2:00 p.m. Friday. Regular operators may sign this sheet to indicate their desire to work any overtime which may become available in the next week. After 2:00 p.m. on Friday the sheet will be redlined and no further signatures will be allowed. The sheet format will allow operators to indicate availability for overtime on regularly scheduled day off, any certain day of the week, or to indicate general availability for overtime. A copy of the overtime sheet will be made available to shop stewards each week or when requested after it is removed from the dispatch window.

SECTION 2. Overtime operators will be subject to rules which govern the extra board, and will be considered an extension of the extra board except that regular run assignments shall

have priority. It is the responsibility of each operator signing the overtime sheet to see if dispatch has assigned them any additional work during the times they indicated they signed up to work. The extra board sheet will be time stamped. Operators signing for overtime and failing to give at least 24-hour notice of not being available for work will be subject to disciplinary action.

SECTION 3. Overtime work which becomes available shall be assigned to regular operators who have signed the overtime sheet in accordance with seniority, among those signing. However, day-off operators will be considered first. Operators will not be considered for extra work that may conflict with their regular run regardless of seniority.

SECTION 4. Operators not signing the overtime sheet will forfeit their right to all pay claims for extra work.

SECTION 5. A late or no call - no show will be charged to any operator signing the overtime sheet who is late for or misses assigned extra work.

ARTICLE 14 - OVERTIME SIGN-ON - MAINTENANCE EMPLOYEES

SECTION 1. There will be an overtime board posted in the Maintenance area. Maintenance employees wishing to work overtime, will sign the overtime board to be posted and signed on a weekly basis. Overtime shall be distributed equally among all employees on the board in their respective classifications. When overtime becomes available it will go to the qualified employee who has gone the longest without overtime starting at the end of the last pay period. Overtime work which becomes available shall be assigned as follows:

First: Employees on the board who are regularly scheduled off for the day.
Second: Employees signed on the board who are available during the time needed.
Third: Employees not on the board but who are available during the time needed.

SECTION 2. Any employee by request to the Superintendent of Maintenance shall be relieved of his or her obligation to work overtime, provided another qualified employee in his or her classification is ready, willing and able to perform the required overtime work. In the event an employee requests relief from overtime obligations, such relief will be granted only when the junior person in seniority in said classification and shift is qualified to perform such work and then in such event, he or she shall be assigned thereto.

ARTICLE 15 - RUNS - DAY OFF

SECTION 1. A regularly assigned run is a day's work selected by a bus operator in accordance with his or her seniority and assigned to that person for an extended period whenever there is a selection and assignment of regular runs. All other pieces of work shall be classified as extra work when temporarily manned by bus operators other than those to whom they were originally assigned.

SECTION 2. Bus operators who have sufficient seniority to select and are assigned to regularly scheduled runs during a selection and assignment of runs are defined as regular bus operators.

SECTION 3. All operators shall be entitled to at least one (1) day off each week. The day off provided herein shall not be in conflict with the operations of the City's service.

SECTION 4. The City agrees to make every effort possible in the planning and arrangement of the operating schedules, to maximize 5 day, utilize 4 day and limit 6 day work weeks for as large a percentage of the bid run operators as possible.

SECTION 5. Regular run operators shall not be used on their day off for extra pieces of work until and unless all available extra board has been exhausted.

ARTICLE 16 - SELECTION AND ASSIGNMENT OF RUNS

SECTION 1. Runs shall be selected on a seniority basis; that is, the senior operator in service may select any run of his or her choice. The next senior operator in service may then make his or her selection and so on down the seniority list.

SECTION 2. There shall be a minimum of three (3) run assignments annually. The City will make every effort to space run assignments approximately four (4) months apart. This section shall not be construed as prohibiting additional run assignments to meet the operating needs of the City for new or revised services.

SECTION 3. Run selections shall be made at a day and time set by the City, and notification given to the Union Stewards. A draft copy of the run assignments and schedules will be posted at least five (5) days before the day of run selections, and it is the responsibility of each driver to review the run assignments prior to the sign-on time. Any minor changes after posting will include copies of change given to the union stewards.

SECTION 4. The sign-on period will be posted on the dispatch window at least five (5) days before sign-on begins.

SECTION 5. Any operator who fails to comply with the sign-on procedure set by the City will forfeit his/her turn to sign-on. Operators who forfeit their turn will be placed at the bottom of the seniority roster to bid after all other operators have completed the bidding. Bypassed operators will return to their normal place of seniority upon completion of the bid.

In the event an operator is absent for vacation or other approved absence at the time of a run assignment, the following procedure will be followed to assure timely signing.

a. The operator will provide the dispatch, in writing, at least three (3) run choices in order of preference. A copy will be provided to union steward
b. When the operator's turn for sign-on arrives, the Superintendent of Transportation or designee will enter the operator's name next to the highest available choice.

SECTION 6. Should an operator not be working at the time of a run assignment as a result of extended injury, illness or leave of absence as provided in Article 33, Section 2 of this Agreement, said operator shall be passed over in the run assignment.

SECTION 7. An operator passed over due to extended absence may, upon return to work, elect to work on the extra board or may "bump" an operator junior to him/her in seniority. Operators bumped under this provision may in turn "bump" an operator junior to him/her in seniority or work the extra board. This process will continue in order of seniority until an operator elects to operate from the extra board.

SECTION 8. The bumping procedure of paragraph 7 is applicable only to extended injury, illness or approved leave of absence and is not applicable to any other absence or for any other purpose.

SECTION 9. A "bump" shall take effect on the following Saturday after the bump. A bumped operator shall automatically move to the extra board until he/she "bumps" another lower seniority run in turn. Bumps must be made within two (2) working days of return to work or being bumped.

SECTION 10. In the event the return to work as provided in Section 9 is within thirty (30) days prior to the effective date of the next run assignment the returning operator shall be assigned to the extra board and shall not be permitted to "bump" for a run.

SECTION 11. Run assignments will be placed into effect on Saturday only. "Bumps" as set forth in paragraph 9 through 12 of this Article will be placed into effect on the following Saturday.

SECTION 12. Whenever it is known that a regularly assigned run will be vacant for a period of thirty (30) days or more, unless there are operational needs of the City to extend the thirty (30) days with proper notification given to the Union, the City shall post a bid sheet for that run for a period of three (3) days from 2:00 p.m. the first day to 2:00 p.m. the third day. This does not apply to operators being off sick. Any operator may sign for the open run and the run will be assigned to the senior person bidding on such vacant run.

SECTION 13. Bidding of runs: Once an operator places his/her name on a job bid, said operator may not remove his/her name from the bid sheet.

ARTICLE 17 - OPERATION - EXTRA BOARD

SECTION 1. The extra board is established for the purpose of furnishing extra operators so that all extra work may be completed as scheduled or as the service may require. Extra board operators shall respond to all calls made on them by the Company. All Extra Board Operators must have a working telephone. In the event their telephone has been disconnected, they will have forty-eight hours to reconnect, or they will be forced off the Extra Board and made to take the last run that was available when the run pick came to an end.

SECTION 2. Operators bidding the Extra board must be approved by Operations Division. Operators must be willing and able to perform all job duties of the Extra Board and drive any equipment. Any operator appearing questionable in this area will be given thirty days to prove themselves. If after the end of thirty days the Operator still cannot perform the duties properly, the Operator will be obligated to take the last run that was open when the bidding was closed.

SECTION 3. When Extra Board operators are not available, regular operators may be called upon by the Company to perform extra work. Such extra work shall be in accordance with rules for overtime work in article 13, Sections 1 through 5.

SECTION 4. Beginning with the first day of any run assignment, all extra operators will be placed on that day's work sheet in accordance with their seniority. New operators will be placed in the No. 1 position on the work sheet the first day they work, except if it would be the first day of a new run assignment, then they would take position according to seniority. Operators on leave, upon returning back to work, will take the bottom of the Extra Board the first day back.

SECTION 5. Any piece of work to be filled from the extra board will be filled in this manner. The piece of work with the earliest sign-on time will be assigned to the extra board operator in the No. 1 position and so on, until all pieces of work have been filled, (with the exception of shine assignments). Extra board operators will be limited to fourteen (14) hours per day whenever possible. The remaining extra board operators will be assigned to a shine assignment, if needed.

SECTION 6. The Extra Board will be operated as a rotating board, and the Extra Board operator working the least number of hours in any one day will move up the Work Assignment Sheet for the following day to the top position, and so on down the board on the basis of hours worked by each the previous day.

SECTION 7. Any Extra Board operator who is excused from work for any reason will hold his/her same position on the Extra Board for the following day.

SECTION 8. Excused absences of Extra Board operators will be handled in the same manner as regular operators.

SECTION 9. All Extra Board operators will be scheduled for a weekly minimum of forty (40) hours per week. A week will be computed as seven (7) twenty-four (24) hour days following 5:00 a.m. Saturday.

ARTICLE 18 - OPERATOR RELIEF

SECTION 1. Operator reliefs shall be made in a timely manner in accordance with run assignment schedules. In the event the relief operator or extra board person assigned to the relief fails to make the relief on time, the City may require the operator to work up to three hours. In the event a relief operator fails to show, the operator shall immediately notify the Dispatcher or Supervisor.

SECTION 2. The Dispatcher is to notify the operator by the most expeditious means available if the operator is not going to be relieved at his or her relief time. This applies only if the Dispatcher or Supervisor is aware of the delay in relief in sufficient time to inform the operator.

SECTION 3. In the event an operator is required to make two additional trips as provided herein, the operator may elect to continue the run until the scheduled end of the run or until the next scheduled relief. The operator electing to continue the run shall notify the dispatcher of such election prior to making the two additional trips herein before required.

SECTION 4. In the event the operator elects to continue the run to its end or the next scheduled relief the relieving operator or extra board person assigned to the relief shall lose all claim to any hours which would have been operated had the relief been affected on time.

SECTION 5. In the event the operator does not elect to continue the run to its end or the next scheduled relief and the City fails to provide a relief operator at the end of the two trips herein before required, the operator may return the bus to the garage at the end of the two trips without penalty.

ARTICLE 19 - LATE REPORTS

SECTION 1. Timely service to the public is a basic principle of the operation of a bus system. Failure to report for work or failure to report on time by employees jeopardizes the ability of the City to provide timely service. Consequently, rules relating to late with specified penalties are provided.

SECTION 2. A "late" is defined as a failure to report for work at the time specified on the run assignment or a failure to notify the dispatcher sixty (60) minutes in advance of report time. A five-minute window will be given before the operator loses their run; however, lates will still be recorded per Section 3 below.

SECTION 3. Administration:

a. Lates shall be recorded on the daily dispatch sheet by the dispatcher and shall be entered on a record for each individual employee by the Supervisor. Individuals may review this attendance record during regular office hours.

b. Lates will be recorded by the dispatcher as they occur.

c. An operator charged with a late shall be placed on the bottom of the extra board for that date and may be required to take a piece of work which may become available on that date, unless Section 2 above pertains.

d. Failure to show up at the dispatch office within one hour of sign-on time, (unless criteria in Section 2 has been met), will count as a no-call, no-show. Should any employee not show up at the dispatch window before 3:00 p.m. on that day, such employee will have to be counseled by the Director or their designee before returning to duty status.

e. Any employee receiving a "late" will be allowed to work the late off before the normal rolling twelve (12) month period by meeting the following criteria:

- Employee must make themselves available to the dispatcher for the remainder of the day that they receive the late.

- Employees must make themselves available for any and all work for a period of four (4) consecutive weeks following the week in which the employee received the late. (The employee must sign "any" on the overtime sheet.) The only exception allowed will be vacation.

- Any "late" within the four (4)-week period will terminate this provision.

- Only three (3) lates can be worked off in any "calendar" year.

f. The following measures will be taken regarding lates and no-call/no-show occurring within any rolling twelve (12) month period:

One-Three lates:	Verbal counsel each occurrence
Four lates:	Written Reprimand
Five lates:	One (1) day suspension without pay
Six lates:	Three (3)-day suspension without pay
Seven lates:	Termination
No-call/no-show:	1st instance - written reprimand, 2nd instance - three (3)-day suspension without pay, 3rd instance – termination

g. The foregoing procedures shall also be applicable to Maintenance personnel and administered by the Superintendent of Maintenance or his/her designee.

h. Employees who are absent without notice and fail to contact the City for three (3) consecutive days may be terminated except in cases of extreme emergency.

ARTICLE 20 - PROTECTION TIME

Any bus operator required to report for the purpose of protecting runs, schedules, or other services, shall be paid for such protecting time at the regular straight time hourly rate of pay for all time so held, with a minimum of two (2) hours pay time; provided, however, that any

such bus operator if, during the course of a protecting assignment receives a run assignment, the operator shall receive pay for the time spent protecting such assignment. Overtime board operators will be assigned to protection time according to availability first, then seniority, among those signing.

ARTICLE 21 - TIME ALLOWANCES

SECTION 1. All bus operators shall receive an allowance of ten (10) minutes as preparatory time on their first platform assignment of the day and five (5) minutes for each subsequent platform assignment. Such preparatory time is for the inspection of equipment and other duties arising out of the performance of their work.

SECTION 2. Such preparatory time shall be computed as part of the scheduled run time and will not be reflected separately on run assignments.

SECTION 3. Travel time to the start point of the run in addition to the preparatory time shall be included in the run time. Travel time of 5 minutes or sufficient time to the downtown transfer point shall be included in reliefs made downtown. The City shall consider additional time for downtown reliefs when required due to traffic congestion.

SECTION 4. The City may require all employees to attend meetings with pay as necessary to accomplish their duties in a safe and efficient manner.

ARTICLE 22 - MINIMUM PAY PROVISIONS

SECTION 1. No operator shall be required to take an extra special or emergency run which leaves and returns to the garage for less than two (2) hours paid time.

SECTION 2. All employees will be paid one dollar ($1.00) per hour in addition to the regular straight time hourly rate of pay during such time as they may be required to instruct trainees. To qualify for this pay, a trainer must meet all criteria set forth by management.

SECTION 3. Any employee accumulating a total of eighty (80) hours of training in any twelve (12) month period shall receive one (1) day off with pay. The day off will be the employee’s choice so long as the company has sufficient help to cover the absence.

ARTICLE 23 - WORK WEEK, DAY OFF, OVERTIME - MAINTENANCE EMPLOYEES

SECTION 1. A working schedule will be posted for each shift in each classification which will establish the normal day's work in the Maintenance Division. There shall be no split shifts. No employee shall be required to take more than one (1) hour lunch period. Employees shall have at least one day off weekly.

SECTION 2. Any maintenance employee called to work, other than his/her regularly scheduled assignment, will be paid a minimum of two (2) hours.

ARTICLE 24 - ASSIGNMENT OF WORK – MAINTENANCE EMPLOYEES

SECTION 1. At such times as the City deems necessary, it shall determine the number of maintenance employees needed in each classification on each of its work shifts including days off as assigned by the City on each of its work shifts and post such information on the bulletin board, together with a classification seniority list for the maintenance employees.

SECTION 2. Maintenance employees shall choose their work shifts, including the days off as have been assigned by the City, in accordance with their classification seniority. Such bulletin shall remain posted on the bulletin board for five (5) days during the last three (3) days of which the employees shall make their selection of their work shifts in accordance with their classification seniority. There shall be a minimum of two (2) work shift assignments per year, equally spaced so as to allow approximately six (6) months between assignments. This section shall not be construed as prohibiting additional work shift assignments to meet the needs of the City.

SECTION 3. The Superintendent of Maintenance or his designee shall have full charge of the selection and assignment of work in the Maintenance Division, and should any maintenance employee fail to promptly select his/her shift, be unable to do so, or be prevented from doing so because of illness, absence or other reasonable causes, the Superintendent of Maintenance or his designee, shall assign him/her to a shift for which he/she is entitled by reason of seniority unless absent employee has left his/her choices with union steward.

SECTION 4. It is the general policy of the City in accordance with its maintenance needs to use its maintenance employees on work for which they are best qualified; therefore, the maintenance employees will perform all work assignments to the best of their ability and endeavor to acquire all knowledge possible to better enable them to perform their assignments well and efficiently.

ARTICLE 25 - PROMOTION AND FILLING OF VACANCIES - MAINTENANCE

SECTION 1. Whenever the City shall create a new position or determine that a vacancy exists in any of the work classifications of the Maintenance Division, it shall be the policy of the City to fill such new position or vacancy from the ranks of its maintenance employees who bid therefore on the basis of ability. In the event the ability of two (2) or more applicants for the vacancy is equal, seniority shall govern.

SECTION 2. Notice of any vacancy or new position to be filled as aforesaid shall be posted for a period of five (5) days on the bulletin board.

SECTION 3. A maintenance employee selected to fill a new position or vacancy as hereinabove provided shall be given a reasonable trial period not to exceed forty-five (45) days within which to demonstrate their ability to perform the duties of such new position or work. If the employee unsuccessfully completes the trial period, such employee shall be returned to his former position without loss of seniority.

SECTION 4. During the trial period as set forth in this Article the employee's rate of pay shall be that of the position which said employee has bid.

SECTION 5. The person selected as day lead mechanic shall receive $1.00 per hour in addition to their regular wage. In the event the night mechanic supervisor is absent for his shift, a night lead mechanic will be designated and also paid $1.00 per hour in addition to their regular wage. For the early AM shift, a mechanic will be designated morning lead mechanic until the day lead mechanic arrives, or, in the event the day lead mechanic is off, the Maintenance Supervisor arrives. Morning lead mechanic shall receive $1.00 per hour in addition to their regular wage. Regardless of any lead mechanic provision in this article, this will not preclude any mechanic, A or B, from answering radios and/or giving assistance to bus/van operators with questions or concerns about vehicle operations. This assistance would include decisions on whether to shut a bus down, replace a bus (road call), or any other assistance to ensure bus/van schedules are on-time for the public.

SECTION 6. . If in the new position or vacancy as herein provided, no maintenance employee bids for the job, the operators shall be offered opportunity to qualify along with applicants from outside the City. Management will determine the qualifications for any job. If an operator who is selected for the position fails to demonstrate their ability within forty-five (45) days, they shall return to the extra board with no loss of seniority.

ARTICLE 26 - SENIORITY

SECTION 1. City seniority computed from the date of hire by the City shall be used for computation of any benefits such as length of service. Divisional seniority, operations or maintenance, shall be computed from the latest date of hire in either division, providing the probationary period has been completed.

SECTION 2. For all purposes relating to seniority except for computation of benefits three (3) divisions will be recognized - van, bus, and maintenance. Employees may not hold seniority in more than one division of the City.

SECTION 3. The City agrees to keep posted in an accessible place an up-to-date seniority roster showing the name, date of employment, and seniority of all employees coming within the scope of this Agreement. Such rosters shall reflect seniority by division and classification within the division, if any. City shall make copies available to union stewards quarterly.

SECTION 4. The seniority of all maintenance employees coming within the scope of this Agreement shall date from the hour and date that they first reported to an assigned station

ready for duty as a maintenance employee in regular service of the City, provided the probationary period has been completed.

ARTICLE 27 - PENSIONS

SECTION 1. The City shall make contributions to a pension fund for purposes of retirement for each employee coming within the scope of this Agreement.

SECTION 2. The pension trust for such pension shall be the Central States, Southeast and Southwest Areas - Pension Fund. There shall be no other pension fund under the Agreement for operations under this Agreement under the Central States, Southeast and Southwest Areas - Pension Fund Agreements to which employees who are party to this Agreement are also parties.

SECTION 3. Contributions to the Pension Fund shall be made for each week on such regular or extra employees including weeks where work is performed for the City, but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other pension fund.

SECTION 4. Through the duration of this Agreement, the City shall contribute to the pension fund **eighty nine dollars and seventy-nine cents (89.79) per week per full-time employee for 2012 and ninety six dollars and ninety seven cents (96.97) per week for 2013.**

SECTION 5. By the execution of this Agreement, the City authorizes the City's Associations which are parties to said Pension Fund to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the City Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

SECTION 6. If an employee is absent because of illness or off-the-job injury and notifies the City of such absence, the City will continue to pay the required contributions for a period of four (4) weeks. If an employee is injured on the job, the City shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

SECTION 7. If an employee is granted a leave of absence, the employee must arrange for and continue self-payment of required contributions from the first day of and through the period of absence.

SECTION 8. Action for delinquent contributions may be instituted by the local Union, the areas conference, or the trustees

SECTION 9. At the option of the employee, the City will contribute $10 per pay period per full-time employee to a City-sponsored deferred compensation account, provided each participating employee also contributes $10 per pay period. Any City contributions to a deferred compensation account will be suspended for any week in which the employee is on leave without pay.

ARTICLE 28 - INSURANCE

SECTION 1. The City will provide to employees covered under this agreement the same health insurance program available to all full-time City Employees. For those participating in the City plan, the City will pay 80% of the health insurance premium of the lowest cost plan offered by the City. The employee will pay 20% of health insurance costs of the lowest cost health insurance plan offered by the City and additional costs of any other health plan the employee selects. Participation in the health insurance program is optional with each employee.

SECTION 2. Life Insurance**.** The City agrees to provide group life insurance in the amount of two times the employee's base annual salary, rounded up to the next higher thousand (up to a maximum of $150,000). The City and employees shall share equally in the cost of the life insurance plan. The life insurance program is optional with each employee.

ARTICLE 29 - VACATIONS

SECTION 1. Employees shall earn, on a bi-weekly basis, according to the schedule below. New employees may not take vacation until the beginning of the pay period following their first six (6) months; however, those new employees who separate from the City prior to this time period forfeit all vacation.

Years of Service	Days of Vacation
Less than 5 years	10
5 - 9 years	15
10 - 15 years	17
16 – 20 years	20
21 or more years	25

SECTION 2. All vacation time allowance shall be based upon each member's seniority date with the present City herein and all predecessor companies.

SECTION 3. Employees will be permitted to carry forward earned vacation up to a maximum of two hundred forty (240) hours.

SECTION 4. Any employee who has quit or is laid off shall be entitled to the vacation pay earned provided he/she has worked his/her full year. No employee shall be entitled to vacation pay in lieu of taking vacation.

SECTION 5. Vacation pay shall be paid on the basis of forty (40) straight-time hours per week of vacation.

SECTION 6. The time for taking of such vacation shall be subject to the determination by the City, and the City and the employee agree to give the City as much notice as possible when applying for such vacation. The City also agrees to cooperate in determining a suitable time for such vacation consistent with the performance of the duties of the City in its maintaining adequate and constant service.

SECTION 7. The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of the employees, consistent with the efficient operation of the City's business.

SECTION 8. Vacation may not be taken concurrent with any other leave. Employees who have exhausted their sick leave benefits, and who do not furnish a physician's release for a return to work within twelve (12) working days of exhausting their sick leave, will be required to use their accrued vacation before being placed on leave without pay. However, an employee who has used his/her vacation in accordance with this Section will be permitted to take a leave of absence pursuant to Article 33, Section 2 during the weeks he/she had signed on for vacation provided the City has adequate help to protect the workload.

SECTION 9. Vacation periods will be bid in weekly increments and will be taken in increments of five (5) or six (6) days within calendar weeks depending on the work week of the employee at the time vacation is taken.

SECTION 10. Vacation periods may be "split" provided that the minimums set out in Section 12 below and other vacation requirements are met.

SECTION 11.

a. A vacation sign-on board and seniority roster will be posted the first working day in November of each year permitting operators to sign in order of seniority for vacation periods to be taken during the weeks of the following calendar year. The sign-on board will provide opportunity for operators to use all vacation time accrued in the year prior to the year vacation is taken, with such opportunity spread equitably through the year consistent with operating needs of the City. The sign-on shall be completed by November 30.

b. Vacation schedules, by classification, shall be posted on November 1st of each year for the following year's vacation period. Vacation selections shall be by seniority within the classification. The posted vacation schedule shall show the weeks available for vacation and the number of employees in each classification who may be on vacation during each week. Vacations, for the period January 2nd to December 31st, shall be selected within thirty (30) calendar days after the schedule is posted.

   Twenty-five percent (25%) of the total employees in each classification, center or work group shall by seniority, select by week prior to the completion of the vacation schedule. If an employee fails to select their vacation in the allotted time frame as described above, they will select available openings at such time as they are ready. This sign-on policy to be administered by the union stewards in each classification.

SECTION 12. The General Manager or his/her designee will control the bid procedure so as to assure vacations are bid in seniority order among those available to bid, that vacations bid do not exceed accrued vacation for each operator, that sign-on is made in ink, that any changes made to correct errors are properly made, and that the bid is completed by December 30.

SECTION 13. Requests to select an open vacation period, or to request consideration for vacation in addition to the maximum slots scheduled, shall be made in writing to the City on bid forms provided for such purpose at least two (2) calendar weeks in advance of the week in which the vacation would begin. Provided this two-week notice is given, such requests will be honored on a seniority basis provided (1) the request is for a full week of vacation or will exhaust the employee's accrual with less than a full week of vacation, (2) an opening exists in the time period for which the request is made, and (3) if an opening does not exist the City is able to grant additional vacation time during the period requested. Seniority will not apply to requests for vacation with less than two (2) weeks prior notice.

SECTION 14. At the end of the calendar week, two (2) weeks prior to the start of an open vacation period, the Supervisor will grant vacation to the senior operator(s) bidding in full week or to exhaust accrual, and then to the senior operator(s) bidding for less than a full week or the level of accrual.

SECTION 15. Depending on the operating needs of the City, it may be possible to allow more operators off than originally scheduled during a week. In the event the City determines it is possible to allow additional operators off in a given week it will grant vacation as follows: (1) to the senior operator(s) bidding with more than two (2) weeks advance notice, and then (2) to the first operator(s) requesting vacation with less than two (2) weeks' notice, in the order requests are made.

SECTION 16. The Superintendent of Maintenance shall post a vacation sign-on board the first working day each November on which maintenance personnel may make their requests for vacation in order of seniority. The number of persons in any job classification permitted to be on vacation during any period shall be at the discretion of the Superintendent of Maintenance consistent with the requirements of the City. The sign-on shall be completed by November 30.

ARTICLE 30 - ABSENTEEISM

SECTION 1. The parties have met in an attempt to clarify the short term sick leave policy and as a result of this negotiation agree to the following:

a. Well Day - **Effective December 24, 2011, an additional day of leave shall be granted to an employee who has completed the payroll year as a full-time employee and who has not used more than 24 hours of sick leave in the preceding payroll year**. Any employee who completed the previous payroll year as a fulltime employee and who did not use any sick leave hours during the payroll year as a fulltime employee will receive one more additional day of leave. Well day leave must be taken in increments of not less than thirty (30) minutes, or, according to department rules, with prior approval of the employee's supervisor.

   Well Day Leave may be granted the second pay period of the following payroll year. It is not cumulative and is not charged against any leave accumulation.

SECTION 2. Any employee who is sick and unable to work shall notify the dispatcher or their supervisor not later than thirty (30) minutes prior to their run or work assignment in the case of maintenance employees. **Any employee who fails to notify thirty minutes prior without a verifiable emergency will receive a written warning. A 2nd failure to notify within one (1) year will result in a late charge for said absence**.

SECTION 3. A bus operator becoming ill during their run will notify the dispatcher by phone or radio and request that a relief driver be provided. Maintenance personnel will notify the Maintenance Supervisor and request to be relieved

SECTION 4. An employee shall accrue sick leave at the rate of one-half day per month (6 days per year) for the first five years of creditable service. Beginning year six and through year fifteen of creditable service, sick leave will be accrued at the rate of one day per month (12 days per year). Beginning year sixteen of creditable service, sick leave will be accrued at the rate of 1.167 days per month (14 days per year). Sick Leave will be accrued on the basis of an 8 or 9 hour day.

A probationary employee will not be paid for accrued sick leave used during the first six months of service. Payment for sick leave for other than probation employees is in accordance with established policies previously defined

SECTION 5. Sick leave pay shall be paid at straight time rates based on the employee's normal run or work schedule for the hours taken, except that pay for extra board operators shall be based on a nine (9) hour day. Sick leave shall not count towards weekly overtime. No pay shall be granted for sick leave for any day the individual would not have worked their regular duty assignment (day off).

SECTION 6. Any sick leave pay as provided in Section 5 above shall be limited to the available accrual less any payments received by the individual from worker's compensation, any City-sponsored wage replacement program, or payments received in lieu of wages as a result of any insurance settlement.

SECTION 7. Any employee excused for three (3) or more consecutive days or for five (5) or more days in any thirty (30) day period must have a release from a doctor before they can return to work. Further, when an employee is excused from work for sickness or more than five (5) working days, said employee will provide the City with a status report on a weekly basis.

SECTION 8. Any employee who is on sick leave and found to be working at another job or engaged in some other activity not consistent with their alleged sickness may be terminated from further employment by the City.

SECTION 9. Employees who have exhausted their sick leave will be required to use their accrued vacation before being placed on leave without pay.

SECTION 10. Sick leave benefits as provided herein shall be cumulative from each year to a maximum of seventy-five (75) days; no payment shall be made by the City for any accrued

sick leave upon termination. However, the City will pay an employee upon their retirement fifty percent (50%) of the employee's unused sick leave, or seventy-five percent (75%) if an employee has used 32 hours or less in previous year.

SECTION 11. In the event of a death in an employee's immediate family: spouse, children (stepchildren), parents, (stepparents), state-approved foster child, or any relative living in the employee's home, the employee may be allowed a leave of absence with pay up to a maximum of five (5) work days to be taken within a two week period following the death of the family member. For the death of a brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, or grandchildren, employees may be allowed up to three (3) workdays to be taken within a two week period following the death of the family member. This leave must be approved by the department or division director, and is not charged against any leave accumulation. Documentation of funeral or death may be required.

Any employee who is unable to work because of a death in the immediate family must, prior to the employee's scheduled time to report, notify the employee's office or immediate supervisor by phone or messenger.

ARTICLE 31 - HOLIDAYS

SECTION 1. The City recognizes the following ten (10) holidays as paid holidays for all employees:

New Year's Day	Labor Day
President's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Personal Day

Holiday pay shall be paid on the basis of eight (8) hours straight-time pay per holiday.

SECTION 2. All operators called to work on any of the above listed holidays shall be paid a minimum of eight (8) hours pay at the regular rate in addition to the pay referred to in Section 1 of this Article.

SECTION 3. In the event a holiday falls within an employee's vacation period, the employee shall be granted an additional day's vacation with pay.

SECTION 4. In order to qualify for pay for a holiday not worked, it is provided that employees must work the regular scheduled work day which immediately precedes and follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to.

SECTION 5. To qualify for the personal day as provided above, the employee must have completed **six (6) months** of service. Extra pay provision of Section 2 is not applicable to the

personal day. Each year thereafter, the personal day will be granted on the second payroll of the calendar year, and be used at anytime during the remainder of that year's payroll period. The time for taking such day off will be subject to the operational needs of the Company.

ARTICLE 32 - LEAVE OF ABSENCE

SECTION 1. The City agrees to grant necessary and reasonable time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on official Union business, provided forty-eight (48) hours written notice is given to the City by the Union specifying the length of time off. The Union agrees that in making its request for time off for Union activities due consideration shall be given to the number of persons affected in order that there shall be no disruption of the City's operations due to lack of available employees.

SECTION 2. Any employee desiring leave of absence from their employment shall request such leave in writing from the Department Director or designee not less than thirty (30) days in advance of the anticipated effective date of the leave. The City reserves the right to refuse a leave of absence request. Leave of absence shall not exceed sixty (60) days and may be extended at the discretion of the City.

SECTION 3. During the period of absence the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

SECTION 4. The City does not pay health or life insurance premiums for employees who are on leave without pay. It is the employee's responsibility to arrange for payment of the total premium.

SECTION 5. The Union and the City agree to abide by the Family Medical Leave Act.

SECTION 6. Any time in which an employee is on a leave of absence without pay, that time will not count towards the time in step required under Article 12, Section 2.

ARTICLE 33 - COURT ATTENDANCE - JURY DUTY

SECTION 1. In the event an employee coming within the scope of this Agreement is required by the City to act as a witness in court on behalf of the City resulting in the employee's loss of all or any part of a regular day's work, the employee so involved shall be paid for the actual time lost.

SECTION 2. It is the intention of the parties that employees shall not lose wages when required to perform jury duty. Any employee shall be paid regular wages for lost time but shall return to City any pay for jury duty

ARTICLE 34 - UNIFORMS-UNIFORM REGULATIONS

SECTION 1. All bus operators shall be required to wear uniforms while on duty and such uniforms shall be in accordance with the specifications of the City. Such specifications shall provide for summer and winter uniforms. Employees who are members of the Union will be permitted to wear the Union emblem as agreed to by the city and the Union.

SECTION 2. The period of the year during which such uniforms shall be worn shall be designated by the City. Bus operators are permitted the option of wearing the jacket while on duty; provided, however, each operator will be required to have a complete uniform.

SECTION 3. Required uniforms: first year, uniform allowance for new-hire bus and van drivers will consist of: 4 shirts, 3 pants, 1 tie, 1 belt and 1 jacket. In subsequent calendar years, employees will receive $300/year for replacement of worn-out or damaged uniform items, including shoes. Uniforms will be purchased through a voucher system redeemable at an approved vendor. Employees will be responsible for selecting an appropriate mix of seasonal items for an entire year of service.

SECTION 4. Any operator appearing for duty and not in proper and acceptable uniform may, at the option of the City, not be permitted to work.

SECTION 5. When the City shall require the maintenance employees to wear uniforms, and such uniforms are rented, the City shall pay one hundred (100%) of such cost. When the City shall require the maintenance employees to buy their uniforms, the City shall pay the maintenance employees for the laundering of such uniforms.

SECTION 6. All maintenance employees are required to wear nonskid, steel-toed safety shoes while on duty. The City agrees, on an annual basis, to supply safety shoes to all maintenance employees. The City will make the selection of vendor and style of the shoe. For the purpose of clarification, annually is defined as a twelve (12)-month period beginning with the month of January. All maintenance personnel will receive a tool allowance of $200.00 annually.

SECTION 7. Clothing allowance will be earned at the rate of 1/12 per month. However, the whole year's allowance will be available to the employee at the beginning of the contract year.

SECTION 8. If an employee leaves Wichita Transit for any reason during the first two (2) years of employment, said employee will be charged for an advanced, spent, uniform allowance, on a prorated basis as referred to in Section 7.

SECTION 9. Employees hired after October 1, will not receive additional clothing allowance the first January 1 following their hire date.

SECTION 10. Uniforms will be returned to Wichita Transit within thirty (30) days of separation of employment for any reason.

ARTICLE 35 - SAFETY - ACCIDENTS - PREVENTION – REPORTS

SECTION 1. The City agrees that it shall not require an operator to drive vehicles which are not mechanically sound and that are not in safe operating condition, or that are not equipped with safety appliances prescribed by law. Operators shall report defects of equipment at the end of the shift on forms furnished by the City. For safety reasons the City will make every effort to use the same bus on the same route each day, to the extent possible.

SECTION 2. The City shall not require drivers to operate equipment reported unsafe or defective until approved by the Superintendent of Transportation, General Manager or designee. It is understood that buses which are not equipped with defroster and heaters are to be regarded as unsafe during cold weather.

SECTION 3. All accidents or observance of accidents in any way incidental to the operation of the City's service, however apparently insignificant, and disturbances or unusual occurrences shall be fully, properly, and completely reported by employees concerned on report forms furnished by the City. Such accident or incident reports shall be made out and submitted to the City on the date of such accident or occurrence, if possible, and shall be completed in conformity with the City's rules.

SECTION 4. Any employee involved in an accident or occurrence involving damage to a City-owned vehicle or personal injury to a passenger must make an immediate report by telephone or radio, when such vehicle may be equipped with two-way radio, to the City. Such report shall be made whenever such accident or occurrence results in property damage or personal injury of any nature.

SECTION 5. The Union recognizes that accident prevention work is necessarily incident to the operation of the City's transportation system and that safety programs, safety meetings, and general accident prevention work is mutually beneficial to all employees and the City. The Union, therefore, agrees that it will encourage the employees coming within the scope of this Agreement to voluntarily cooperate with the City in its safety work and to take an active part and interest in accident prevention work.

SECTION 6. City will abide by all applicable federal laws regarding safety of employees, vehicles, work sites and maintenance shops. The general manager or his/her designee shall act as a contact for union officials wishing to bring any safety issues to the attention of the City. The City will make every reasonable effort, in the procurement of new vehicles to include in the specifications provisions for speedometers, lumbar supports, and heated mirrors.

ARTICLE 36 - EXACT FARE

No operator will be required to carry any money for purposes of making change for passengers.

ARTICLE 37 - TRANSPORTATION TO WORK SITE

Any operator whose work shift begins or ends at any site other than the Transit Center shall be furnished transportation to and/or from said work site. Every operator will be entitled to use the bus or other vehicle furnished for such transportation

ARTICLE 38 - PARATRANSIT VAN OPERATORS

SECTION 1. Paratransit van operators will be on a separate seniority list. Any time worked on the paratransit van operators' seniority list will not be carried forward to the bus operator's seniority list, in the event that an employee is hired as a bus operator.

SECTION 2. Employees shall cross from one division to the other as needed. Any time an employee crosses over to work in another division, the employee will be paid at the rate of pay for the job being done, or his/her regular rate of pay, whichever is greater. The proper equipment will be used for the job.

SECTION 3. Full-time paratransit van operators with good work histories will be given priority consideration for open positions as full-time bus operators.

SECTION 4. All paratransit van operators will be responsible for fueling their vehicles, each day at a designated City fueling location. They will be compensated at the applicable hourly rate.

SECTION 5. Benefits: All benefits, holiday and insurance coverage, etc. will be the same as those outlined in the Contract for bus operators.

ARTICLE 39 - MISCELLANEOUS

SECTION 1. Picket Lines - It shall not be a violation of this Agreement, and shall not be cause for discharge or disciplinary action, in the event an employee refuses to go through or work behind any picket line at the place of business of any other company where the employees of such company are engaged in a strike ratified or approved by the Union of such employees.

SECTION 2. Waivers - The waiver of any breach or condition of this Agreement by the parties hereto shall not constitute a precedent for any subsequent waiver of any breach or condition.

SECTION 3. Prior Agreements - This Agreement constitutes the sole Agreement between the parties and terminates and renders inactive all agreements, actual or implied, between the parties established or made prior to the effective date of this Agreement.

SECTION 4. Bulletin Board - The company shall furnish a union bulletin board to be used for official union business. Employees shall not remove, tamper with or alter any notice posted by the union. Postings by the union on such board are to be confined to official business of the union and on the union's official letterhead of the local or the International Brotherhood of Teamsters. The employee seniority list shall be posted on the union bulletin boards and kept updated quarterly.

SECTION 5. Full-time Appointment - Full-time status is for employees who work at least 40 hours a week performing work that is on-going.

ARTICLE 40 - SUBCONTRACTING

The ability to subcontract work currently provided by in-house staff is a management right subject to the provisions of the most recent 13C agreement in effect. In the event that management determines a need to subcontract work, the city agrees to notify the union of its intentions. If the subcontracting of work would result in the direct layoff of bargaining unit employees working in the area being considered for subcontracting, the city agrees to allow the union 30 days from the time of the notification to submit a competitive proposal to the city for the same work. The union proposal would be subject to the same terms and conditions as those imposed upon outside providers. The city agrees to provide the union with all relevant information provided to outside entities intending to bid on the subcontracted work. If the proposal submitted by the union meets or exceeds the best and most responsive outside proposal as judged by the established selection criteria, then the city agrees to accept the union proposal to provide the work. Said agreement provisions would supersede any rights or privileges contained elsewhere in the collective bargaining agreement and would pertain specifically to the work functions outlined in the subcontracting scope of work.

ARTICLE 41 - SEPARABILITY

SECTION 1. This Agreement shall be subject to and subordinate in all respects to any present or subsequent federal or state law or regulation to the extent that any of the provisions herein contained be in conflict herewith, such provisions or portions thereof shall become null and void and the remaining portions shall remain in full force and affect.

SECTION 2. This Agreement shall further be subject in all respects to a reduction of work day or work week hours as those herein established, should the Fair Labor Standards Act be amended as to repeal the exemption from overtime of bus operators, conductors or maintenance employees or other employees of the City subject thereto.

ARTICLE 42 - DURATION AND CONSTRUCTION OF AGREEMENT

SECTION 1. The Agreement shall be in effect from the date it is fully executed and shall continue in effect until **December 24, 2011 through December 20, 2013**. The parties may give notice and reopen negotiations per Section 2 below.

SECTION 2. Notice as prescribed in Section 1 above shall be in writing and delivered to other party between March 1 and March **31, 2013** for the **2014** contract. These dates are consistent with the budget dates of the City of Wichita and will permit the City to budget for any cost changes resulting from the negotiations. If such notice is given it shall also contain an offer to meet and confer with the other party for the purpose of negotiating a new Agreement.

SECTION 3. If no Agreement shall have been reached between the parties within thirty (30) days prior to the expiration of the term of this Agreement, the parties agree to contact either an individual agreeable to both parties, or the Federal Mediation and Conciliation Service or any state agency, established to mediate and conciliate disputes within the state, to mediate the dispute. If such mediation is unsuccessful, an impasse shall be declared as provided by state law.

SECTION 4. It is the intention of the parties hereto that nothing in this agreement shall violate the Kansas Cash Basis Law or Budget Law, and that this agreement will be construed so as to ensure that the City of Wichita is at no time in violation of its obligation under either such laws.

SECTION 5. If, for any reason, any provision hereof or of the agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this _____ day of _____, 2011.

CITY OF WICHITA	**TEAMSTERS UNION LOCAL 795**
_____	_____
Mayor	President
_____	_____
City Manager	Business Agent

APPROVED AS TO FORM:

_____

Gary Rebenstorf, Director of Law

es Effective December 24, 2011

B	C	D	E	F	G	H	I	J	K	L	M
0.7826	$11.0521	$11.3284	$11.6116	$11.9019	$12.1994	$12.5044	$12.8170	$13.1374	$13.4659	$13.8024	$14.1477
2.2468	$12.5093	$12.8669	$13.1885	$13.5182	$13.8563	$14.2025	$14.5578	$14.9215	$15.2946	$15.6769	$16.0690
2.2468	$12.5093	$12.8669	$13.1885	$13.5182	$13.8563	$14.2025	$14.5578	$14.9215	$15.2946	$15.6769	$16.0690
2.7942	$13.1140	$13.4419	$13.7778	$14.1222	$14.4755	$14.8373	$15.2082	$15.5885	$15.9782	$16.3777	$16.7870
3.7098	$14.0524	$14.4038	$14.7638	$15.1330	$15.5113	$15.8993	$16.2966	$16.7040	$17.1216	$17.5496	$17.9883
5.7231	$16.1162	$16.5190	$16.9322	$17.3554	$17.7892	$18.2339	$18.6897	$18.6899	$19.6359	$20.1267	$20.6301

ges Effective December 22, 2012

B	C	D	E	F	G	H	I	J	K	L	M
1.0522	$11.3284	$11.6116	$11.9019	$12.1994	$12.5044	$12.8170	$13.1374	$13.4659	$13.8026	$14.1475	$14.5014
2.5530	$12.8220	$13.1886	$13.5182	$13.8562	$14.2027	$14.5576	$14.9217	$15.2946	$15.6770	$16.0688	$16.4708
2.5530	$12.8220	$13.1886	$13.5182	$13.8562	$14.2027	$14.5576	$14.9217	$15.2946	$15.6770	$16.0688	$16.4708
3.1140	$13.4418	$13.7779	$14.1223	$14.4753	$14.8373	$15.2082	$15.5884	$15.9782	$16.3777	$16.7871	$17.2067
4.0525	$14.4038	$14.7639	$15.1329	$15.5113	$15.8991	$16.2968	$16.7040	$17.1216	$17.5496	$17.9884	$18.4380
6.1162	$16.5191	$16.9320	$17.3555	$17.7893	$18.2339	$18.6898	$19.1570	$19.1571	$20.1268	$20.6299	$21.1458

uspended for the duration of the agreement. Employees will be eligible for a two-step movement on the salary sch
satisfactory service based upon the following:

rformance and evaluation rating of 4 or above as documented on the performance appraisal and meet all of the following performance ind
eventable vehicle accidents or injuries during the evaluation period.
eventable work comp injuries or absences during the evaluation period.
ustained disciplinary action during the evaluation period.
ore than one late, no no-calls, or no-shows during the evaluation period.

N step will be eligible for a one-step increase and a performance bonus of $500 if they attain an overall performance rating of 4 or above ar
s at the completion of their 12 month evaluation period at N step.

O step will be eligible for a performance bonus of $500 if they attain an overall performance rating of 4 or above and meet the above perfo
r 12 month evaluation period at O step.

Agenda Item No. IV-5

City of Wichita
City Council Meeting
December 6, 2011

TO: Mayor and City Council Members

SUBJECT: 2012-2013 Teamsters Union Local 795 (Airport) Memorandum of Agreement

INITIATED BY: Human Resources Department

AGENDA: New Business

Recommendation: Approve the proposed 2012-2013 Memorandum of Agreement between the City and the Teamsters Union Local 795 (Airport).

Background: The City 's Negotiating Team and Teamsters Union Local 795 (Airport) have reached an agreement on a Memorandum of Agreement for 2012-2013. The union membership ratified the agreement.

Analysis: The agreement will be in effect from December 24, 2011 through December 20, 2013 and will grant 2.5% General Pay Adjustment increases (GPA) in each of the two years of the agreement. During the agreement period, step and merit increases will be frozen.

The agreement changes the sick and vacation leave accrual to 17 hours a day instead of 15.

This is a two year agreement, to be renegotiated in 2013.

Financial Considerations: The agreement is consistent with the 2012 adopted budget.

Goal Area Impact: This agreement affects the City's goal of Safe and Secure Community and Economic Vitality and Affordable Living.

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

Recommendation/Action: It is recommended that the City Council approve the proposed 2012-2013 Memorandum of Agreement between the City and Teamsters Union Local 795 (Airport).

Attachment: 2012-2013 Airport Teamsters Contract

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

and

Teamsters Union Local 795 (Airport)
Wichita, Kansas

This Memorandum of Agreement is entered into by and between the City of Wichita, hereinafter referred to as the City or Employer, and Teamsters Union Local 795 (Airport), hereinafter referred to as the Union.

DATE EFFECTIVE: December 24, 2011

DATE ENDING: December 20, 2013

TABLE OF CONTENTS

Page

MEMORANDUM OF AGREEMENT……1

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT……1

ARTICLE 2 – MANAGEMENT RIGHTS AND RESPONSIBILITIES……2

ARTICLE 3 – EMPLOYEE RIGHTS……..3

ARTICLE 4 – NO STRIKE OR LOCKOUT……...3

ARTICLE 5 – NON-DISCRIMINATION……..4

ARTICLE 6 – UNION STEWARDS……...…...4

ARTICLE 7 – PAYROLL DEDUCTION…….....5

ARTICLE 8 – GRIEVANCE PROCEDURE…….....6

ARTICLE 9 – COMPENSATION POLICY……...8

ARTICLE 10 – INSURANCE AND RETIREMENT……11

ARTICLE 11 – PROBATION……...11

ARTICLE 12 – INJURY LEAVE……..12

ARTICLE 13 – SICK LEAVE WITH PAY…….….13

ARTICLE 14 – LEAVE WITHOUT PAY……15

ARTICLE 15 – CIVIL LEAVE…….16

ARTICLE 16 – EMERGENCY LEAVE……...16

ARTICLE 17 – VACATION LEAVE……...17

ARTICLE 18 – HOLIDAYS…….18

ARTICLE 19 – MILITARY LEAVE…….19

ARTICLE 20 – FAMILY AND MEDICAL LEAVE……19

ARTICLE 21 – INTERPRETIVE PROVISIONS……...19

ARTICLE 22 – SUBSTANCE TESTING……...20

ARTICLE 23 – TEAMSTER PIN……..…….20

ARTICLE 24 – DURATION AND TERMINATION……20

EXHIBIT A – SALARY RANGES

MEMORANDUM OF AGREEMENT

BY AND BETWEEN:

THE CITY OF WICHITA, KANSAS

AND

TEAMSTERS UNION LOCAL 795 (AIRPORT)

WICHITA, KANSAS

This Memorandum of Agreement ("Agreement") is entered into by and between the City of Wichita, Kansas ("City") and Teamsters Union Local 795, affiliated with the International Brotherhood of Teamsters ("Union").

This Agreement is for a term:

Beginning December 24, 2011 and

Ending December 20, 2013

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT

1. Recognition and Bargaining Unit. The City recognizes the Union as the representative, as defined by the Public Employer-Employee Relations Act ("Act") and to the extent provided below, of all employees of the Airport Safety Division who are in the following bargaining unit:

Included: All full time and regular part time Airport Police and Fire Officers II, and Airport Police and Fire Officers I.

Excluded: Director of Airports, Assistant Director of Airports; Chief of Airport Public Safety, Airport Public Safety Supervisors (Shift Captains), Assistant Airport Public Safety Supervisors (Shift Lieutenants), and all other employees not specifically included;

to the extent the City has been granted control over such employees by the Wichita Airport Authority, as recognized and determined by the Kansas Supreme Court in Case No. 74,216 and certified by the Kansas Public Employee Relations Board in Case No. 75-UDC-1-1992 by Order dated December 24, 1996.

2. Employee. Whenever the term "employee" appears in this Agreement, it refers only to those employees included in the above bargaining unit, and for the employment matters covered by this Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Union acknowledges that the City and its management have certain exclusive statutory rights and responsibilities which they may not surrender and except as expressly provided otherwise by this Agreement or by law, the City shall retain its rights to make, amend or execute decisions and policies that are necessary to operate and maintain the City and its programs and to otherwise carry out its lawful rights and responsibilities. Nothing in this Agreement shall circumscribe or modify the existing statutory right of the City to:

1. The right to determine the services and level of services to be offered by the City of Wichita Kansas.

2. The right to establish or continue policies, practices and procedures for the conduct of operation of the City and from time to time change or abolish such policies, practices or procedures.

3. The right to determine and from time to time re-determine the types of operations, methods and processes to be employed.

4. The right to discontinue processes or operations or to discontinue their performance by employees of the City.

5. The right to determine the number and types of employees required.

6. The right to assign work to such employees in accordance with requirements determined by the employer.

7. The right to establish and change work schedules and assignments.

8. The right to schedule and assign overtime as determined necessary.

9. The right to transfer, promote or demote employees.

10. The right to lay off, terminate, or otherwise relieve employees for lack of work or other legitimate reasons.

11. The right to determine the fact of lack of work.

12. The right to discipline for proper cause.

13. The right to take such measures as the employer may determine necessary for orderly and efficient operation of the public service.

B. The above rights, responsibilities and prerogatives are inherent in the City of Wichita and its management by virtue of the statues of the State of Kansas and cannot be subject to any grievance or arbitration proceedings except as specifically provided for in this Agreement.

ARTICLE 3 – EMPLOYEE RIGHTS

Employees shall have certain inherent rights as individuals which shall include, among other things, the right to form, join and participate in the activities of the Union of their own choosing. Employees shall also have the right to refuse to join or participate in activities of any Union. It is the right of an employee to seek relief to any problem as specified in the grievance procedure and the filing of a grievance shall not adversely affect the employee filing the grievance.

ARTICLE 4 – NO STRIKE OR LOCKOUT

Section 1: The Union agrees that neither it nor any of the employees in the bargaining unit will collectively or individually authorize, cause, ratify, condone, aid, take part in, render assistance to or support any strike, slowdown, work stoppage, sit-down, sympathy strike, boycott, picketing, or other interruption or interference of any operations, facilities, work or obligations of the City or the Wichita Airport. The term "strike" as used herein is defined by State law (K.S.A. 75-4322) as being the "an action taken for the purpose of coercing a change in the conditions, rights, privileges, or obligations of employment through the failure by concerted action with others to report for duty or to work at usual capability in the performance of the normal duties of employment." The Union shall make a good effort to discourage conduct described in this Article.

Section 2: Any employee covered by this Agreement who participates in any activity prohibited by this Article may be discharged or suspended at the sole option of his or her employer, without recourse to the Grievance and Arbitration Procedure.

Section 3: The City shall not institute any lockout as defined by K.S.A. 75-4322(s) during the term of this Agreement.

Section 4: If it is necessary for any employee to cross picket line at any business in the furtherance of the employee's duties, adequate provisions shall be taken by the City to ensure the employee's safety, when necessary.

ARTICLE 5 – NON-DISCRIMINATION

The City and the Union agree not to discriminate unlawfully against any employee because of race, color, religion, sex, national origin, ancestry, age, disability, veteran status, marital status, or any other unlawful reason.

If any grievance is filed alleging a violation of this Article, and a complaint is also filed with any board, agency or court with concurrent jurisdiction concerning the same incident, the grievance shall be held in abeyance until the other board, agency or court has rendered its final decision. Regardless of the stage of proceedings in the grievance procedure, any responsive filing must be made within ten (10) calendar days of receipt by the employee of the decision of said other board, agency or court.

If the complaint is the subject of a prohibited practices complaint under the jurisdiction of the Public Employee Relations Board, said grievance and response time shall be held in abeyance until the Public Employee Relations Board has rendered its decision. Regardless of the stage of proceedings of the grievance procedure, any responsive filing must be made within five working days of the receipt by the union of the decision of the Public Relations Board. Nothing in this article shall relieve the employee or the Union of its responsibility to make initial filings under the grievance procedure within ten (10) work days of the occurrence of the grievance. Failure to file a grievance within the initial ten (10) work days of occurrence waives the right of the employee and the Union to grieve the matter after the Public Employee Relations Board has rendered its decision.

ARTICLE 6 – UNION STEWARDS

1. The employer recognizes the right of the Union to designate not to exceed three Union stewards, up to one for each shift.

2. The authority of Union stewards designated by the Union shall be limited to and shall not exceed the following duties and activities:

A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

B. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information

1. have been reduced to writing, or

2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to work, or any other interference with the employer's business.

3. The Union stewards shall not absent themselves from their place of work to attend to Union business and grievance matters without permission of their immediate supervisor. Requests for time to handle Union business matters shall be granted at the discretion of the department director or his/her designated representative. Such permission shall not be unreasonably withheld. Stewards may be granted up to two (2) 30 minute periods per month to attend to Union business matters as approved by the department director. The 30 minutes shall be used at the end of the shift unless the department director grants another time. Meetings shall occur within the Airport Public Safety Building which allows response to emergency conditions. When a steward is required to attend formal grievance hearings, the time shall not be assessed against the above-mentioned periods.

4. Employees engaged in grievance hearings during their actual working time will be eligible to receive time off from work with pay for the grievance hearing.

5. One (1) negotiating representative of the bargaining unit will be eligible to receive time off for the sole purpose of negotiations as approved by the department director or his/her designated representative. This time off will be limited to the actual meeting time on the days when both negotiating teams are in session or caucus, and the time off will be with pay for those negotiation sessions which occur at a time when the employee is scheduled to work, with the total hours paid not to exceed fifty (50).

6. The right to grant time off for Union business is the right of management. The department director or his/her designated representative of the employee requesting time off will decide if time off from work should or should not be granted, predicated on the provisions set forth in this Article and the requirements of the Airport, and the grant of time off may be rescinded if required by the circumstances.

ARTICLE 7 – PAYROLL DEDUCTION

A. The City agrees that whenever duly authorized by any employee on a form or forms appropriate for such purpose and consistent with the regulations established by the Human Resources Department, payroll deductions shall be made and paid over in accordance with such form or forms for any or all of the following purposes:

1. Donations to the Friendship Fund.

2. Premiums for employee health and life insurance benefits.

3. Deductions to the Wichita Federal Credit Union

4. Union Dues

5. Deferred Compensation

B. Any such authorized deduction shall become effective the pay period following the filing of the authorization form. If any employee wishes to withdraw from any deduction, the employee shall obtain a revocation card in accordance with the procedures established hereunder by the Human Resources Department. Such withdrawal shall become effective the pay period following the filing of the revocation card, with the exception of the deferred compensation requirements which may be different depending upon regulations.

C. The Union will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City due to any action taken or not taken by the City in good faith under the provisions of this Article. In no event shall the City be liable for any damages concerning the Union dues of employees other than the collection and forwarding of dues that are duly authorized by the employee.

ARTICLE 8 – GRIEVANCE PROCEDURE

1. A grievance is defined as any dispute involving the application or alleged violation of any provision of this agreement other than as stated herein. A Workday is defined as Monday through Friday, excluding holidays. The grievance procedures shall not apply to discipline referred to as a letter of counseling or verbal warnings.

2. Any grievance as defined by Section 1 of this Article shall be settled in the following manner:

(a) The grievance shall be taken in writing to the employee's Division Director within (10) work days after the grievance occurs by the aggrieved employee and/or the union representative. The Division Director will render a decision within ten (10) work days.

(b) If the employee is not satisfied with the decision of the Division Director, the employee and/or the union representative may appeal the grievance in writing delivered to the Department Director within five (5) work days from the date of receipt of the action by the Division Director. The Department Director will render a decision within ten (10) work days.

(c) If the employee is not satisfied with the decision of the Department Director, the employee and/or the union representative may appeal the grievance by a signed letter delivered to the Employee Relations Officer within five (5) work days of the completion of step (b). The Employee Relations Officer shall require of the Department Director a letter to the Employee Relations Officer setting forth specific reason for the decision made by the Department Director.

(d) The Employee Relations Officer shall, within fifteen (15) work days after receipt of the appeal letter from the employee, contact the employee organization, the employee and all supervisory personnel concerned, and attempt to resolve the grievance. The written results of the findings of the Employee Relations Officer will be given to the employee, the Union, and the Human Resources Director within fifteen (15) work days of the receipt of the employee's original letter. Upon verbal request of the ERO a five (5) day extension of the time limit may be granted.

(e) If the grievant is not satisfied with the Employee Relations Officer's finding, the grievant may within ten (10) work days appeal the grievance to the Grievance Board. The Grievance Board shall consist of one person selected by the Union and one person selected by the City. The Employee Relations Officer and the Union Business Agent shall select a third person to act as chairperson. Any costs for the services of the chairperson shall be shared equally by the Union and the City.

(i) The purpose of the Grievance Board shall be to:

a. Investigate and determine facts;

b. Recommend settlement of the grievance consistent with the facts and the terms of the contract.

(ii) The Employee Relations Officer shall act as secretary to the Board, and shall handle all correspondence. The Board shall draw all necessary rules and regulations for conduction its fact-finding hearings. The rules and regulations shall provide for the grievant and the City to:

- present evidence supporting their position;
- call witnesses;
- cross-examine witnesses;
- be represented by counsel at the hearing;
- provide for a record of the hearing.

Said rules and regulations shall be reviewed and approved by the Union and management. The recommendation of the Board shall be forwarded to the City Manager within ten (10) work days of the conclusion of the hearing.

(f) The City Manager shall render a decision within ten (10) work days of receipt of the Grievance Board recommendation and his/her decision is final. In the event the City Manager reverses the recommendation of the

Grievance Board, the reason(s) and finding(s) will be provided to the grievant in writing.

(g) When a matter subject to the grievance procedure has been grieved, and is then the subject of a prohibited practices complaint under the jurisdiction of the Public Employee Relations Board, said grievance and response time shall be held in abeyance until the Public Employee Relations Board has rendered its decision. Regardless of the stage of proceedings of the grievance procedure, any responsive filing must be made within five working days of the receipt by the union of the decision of the Public Employee Relations Board. Nothing in this article shall relieve the employee or the Union of its responsibility to make initial filings under the grievance procedure within ten (10) work days of the occurrence of the grievance. Failure to file a grievance within the initial ten (10) work days of occurrence waives the right of the employee and the Union to grieve the matter after the Public Employee Relations Board has rendered its decision.

ARTICLE 9 – COMPENSATION POLICY

A. **All pay step movements will be frozen and suspended for the duration of the agreement.** A pay plan shall be provided for all employees in the classified service. The pay plan consists of a salary range for each position. Current salary ranges are attached as Exhibit A. Upon successful completion of law enforcement training and with satisfactory performance, employees with Airport Police and Fire Officer I classification shall be moved to Airport Police and Fire Officer II classification.

B. Longevity Pay. In consideration of long and faithful service, the City shall, in addition to regular salary, pay longevity pay to long-term employees. To receive longevity pay, the employee must have completed 6 years total accumulative service with the City. The monthly amount of this pay shall be $2.00 per month times the employee's total years accumulative service with the City. For employees who have completed eleven (11) years total accumulative service with the City the amount shall be $5.00 per month times the employee's total accumulative service with the City. Rehired employees drawing retirement benefits from any retirement plan of the City of Wichita shall be considered new employees and shall receive no credit toward longevity pay, vacation or sick leave for service prior to their retirement.

Rehired employees with prior creditable service will earn longevity pay based on their adjusted start-work date after completion of two years of service.

C. Any time an employee is off duty and is required to be available for duty, the employee is on standby status. While on standby, the employee is required to remain continuously available through communication with the department by telephone, pager or radio. Employees on standby will be compensated at the rate of $.50 per hour. If an

employee is required to report for duty, standby pay of $.50 per hour will be discontinued during hours actually worked or compensated for.

D. Each employee working a 24-hour shift shall be granted 4 Kelly Days with pay per year. Said Kelly Days shall be scheduled at the convenience of the Airport so as to maintain proper scheduling and shall be scheduled at 1 Kelly Day per quarter. A Kelly Day shall consist of one full 24-hour shift.

E. The employer agrees that in the event of a call back to work under department policy, because of an emergency, those employees shall receive time and one-half for all time worked with a minimum of 2 hours pay. Any employee called back within two hours prior to the start of their regular shift shall be paid for actual time worked prior to the start of their shift.

F. Employees required to appear for a job-related deposition, trial, court, other legal proceedings, or job required off duty training, during their off duty time shall be paid a minimum of 2 hours pay (40 hour personnel) or 3 hours pay (56 hour personnel), so long as the legal matter is a criminal or civil proceeding involving the city of Wichita, Kansas.

G. Date of Pay. Employees will be paid on a bi-weekly basis for all regular and constant staffing hour except overtime worked, including emergency call back hours, in that pay period. Payday shall be on a Friday following the regularly scheduled (2) week pay period. Overtime will be paid at the end of the 27-day pay period.

H. Payment shall be made to all employees prior to the end of the shift on payday. An employee who is separated or whose services are terminated may receive pay only on the next established payday

I. A 27-day work period is established for employees engaged in airport police and fire activities who are required to work a 24-hour shift. Overtime pay at the rate of time and one-half of the regular rate of pay, is mandatory for all hours worked over 165, during each 27-day work period for nonexempt employees. Leaves, excluding injury leave, will not be included in computing the 165 hours worked, even though the leave may have been paid leave.

J. Airport Police and Fire Officers will receive $35.00 per pay period in addition to their base pay upon satisfactory completion of an accredited Emergency Medical Technician course.

K. **Premium Pay**. In recognition that there may be situations whereby the Airport Department makes available off-duty volunteer Wichita Airport Police and Fire Officers for the use and benefit of another agency, and the Airport Department is reimbursed for expenses associated with an Airport Police and Fire Officer working a

"special duty", a Premium Pay for such duty may be provided. This Premium Pay rate shall be:

TSA	$27.10**,** or the employee's overtime rate (the rate of time and one-half of the regular rate-of-pay for each individual at his or her current pay step), whichever is higher.
Aircraft Manufacturing Companies	The rate of time and one-half of the regular rate-of-pay for each individual at his or her current pay step.

Such "special duty" includes, but shall not be limited to, the business arrangement between the Airport Department and the Transportation Security Administration (TSA), in which the Airport agrees to provide off-duty Wichita Airport Police and Fire Officers to and for the benefit of the TSA at the terminal security screening area, and the Airport Department is reimbursed by the TSA for such **"**special duty**"**. "**S**pecial duty" may also include but shall not be limited to, the business arrangement between the Airport Department and aircraft manufacturing companies, in which the Airport Department may agree to provide off-duty Wichita Airport Police and Fire Officers to and for the benefit of such companies for the purpose of providing fire protection services, and the Airport Department is reimbursed by the company for such "special duty".

The union, employees and employer understand and agree that Premium Pay is for services provided outside of specified work periods and that this Premium Pay is not to be calculated as part of the regular hourly rate as permitted 29 U.S.C. 207 (e) and the applicable regulations. The union and employees understand that the employer has the right, and the present intention, to fold the T.S.A. Checkpoint duty into the normal/regular duties to be performed by those Airport Police and Fire Officers who are working their normal/regular assigned shift during the work period. When working TSA or other "special duties" during an assigned shift, Premium Pay will not be paid.

These rates may be periodically adjusted or amended between the Airport Department and other agencies for the provision of such "special duty" with a four hour minimum guarantee. (The four hour minimum does not apply to TSA work.)

The Airport Department Director reserves the right ("management right") to make the sole determination of whether or not to engage or enter into any third-party business arrangements and the reimbursement or fees and charges terms therein. The Director further reserves the right to apply the Premium Pay.

This Agreement shall not have the effect of forcing the Airport Department to pay Premium Pay in the event that an agreement with TSA is terminated or expires. The Airport Department Director reserves the right to make the sole determination of whether or not to enter any such agreement**s**.

L. Education Pay. Employees of the bargaining unit shall receive educational pay of $50.00 per month for a baccalaureate degree and $75.00 per month for a master's degree from a college or university accredited by an agency recognized by The Kansas Board of Regents and certified as eligible by the Human Resources Department. Employees of the bargaining unit are not eligible for tuition reimbursement.

M. Mandatory Overtime. Any Officer ordered to work shift overtime shall be determined by seniority, the least senior Officer on shift shall be the Officer required to work. No Officer shall be required to work more than 56 hours straight.

ARTICLE 10 – INSURANCE AND RETIREMENT

1. Insurance. The City will extend to all employee groups the same health insurance program(s) available to all full-time City employees. For those participating in the City plan, the City will pay 80% of the health insurance premium of the lowest cost plan offered by the City. The employee will pay 20% of health insurance costs of the lowest health insurance plan offered by the City and additional costs of any other health plan the employee group selects.

Participation in the health insurance program is optional with each employee.

2. Life Insurance. The City agrees to provide life insurance in the amount of two times the employee's base annual salary, rounded up to the next higher thousand (up to a maximum of $150,000). The City and employees shall share equally in the cost of the life insurance plan. The life insurance program is optional with each employee.

3. Retirement Plan. Full-time employees shall come under the retirement system as set forth by the applicable City of Wichita ordinance. Union employees agree to be bound by any and all changes in the retirement system that are approved by the majority vote of all employees covered by the system.

ARTICLE 11 – PROBATION

A. The probationary period shall be twelve (12) months for new employees. The probationary period begins upon first day work after being appointed as an Airport Police and Fire Officer. The probationary period may be extended by the City for the length of time an employee has been injured on or off the job or had a serious illness and missed more than two (2) weeks of work. This extension of the probationary period shall not exceed sixty (60) calendar days and the employee shall be informed in writing concerning the extension of the probationary period.

B. An employee may be released at any time during the employee's probationary period, without cause and without recourse.

ARTICLE 12 – INJURY LEAVE

1. Full-time employees injured while performing their assigned duties may receive full salary for the first 90 consecutive days from the initial date of the injury; probationary employees will be paid in accordance with provisions set forth by State Statute. In no event will the employee be permitted to receive an amount greater than regular pay.

2. Injury leave of more than 90 consecutive days shall be handled in accordance with the provisions of the Workers' Compensation Act and employees shall use accrued sick leave and vacation leave to supplement Workers Compensation to allow employees to receive a check equivalent to their normal take-home pay. Benefits are not accrued on the portion of Workers' Compensation received. In the event all sick leave and vacation days are taken, the employee will then be paid according to the terms set forth in the workers' Compensation Act until the employee is released to return to work.

3. Employees on long-term injury leave will not receive merit increases. The advancement date will be adjusted by the length of time the employee is on injury leave.

4. Heart and lung disease may only be considered as an injury when it can be attributed to an act of duty which cause is in the nature of a traumatic experience.

Note: Traumatic experience is defined as an experience above and beyond the normal call of duty that causes the injury resulting in heart or lung disease.

5. Recurring Injury Leave. Recurring leave of absence relating to a previous injury shall be considered one and the same injury, if the injury occurs within 365 days, subject to administrative analysis and diagnosis of the injury reported by the attending physician. However, if recurring leave related to a previous injury is required after one year (365 days) from date of release by the physician and return to work, such leave will be treated as a new injury.

6. Official Certified Appointed Physician. The Risk Manager will provide department heads, division heads and the Union with name of the doctors appointed to handle cases coming under the Workers' Compensation Act.

An employee who sustains and injury while on the job shall first obtain permission from the employee's supervisor (which permission shall not unreasonably be withheld) before consulting or obtaining treatment for such injury from a physician, whether such physician is City appointed or the employee's personal physician. Worker's Compensation requires notification of the employer within ten (10) days of the injury.

In the event of a life-threatening injury, 911 should be called to dispatch emergency medical personnel to treat and transport the injured employee to the nearest approved medical facility.

7. Use of Unauthorized Physician. The City is not responsible or liable for any physician's bill for consultation or treatment of injuries which an employee sustains while the employee is not on the job.

If an employee on injury leave desires a second opinion, the employee may obtain a second opinion subject to the limitations of the Workers Compensation Act. Prior approval of the Workers Compensation Administrator is required. If the employee fails to obtain the Workers Compensation administrator's permission, the City shall not be liable or responsible to pay the physician's bill.

Nothing herein shall be construed to negate the provisions of the Kansas Workers' Compensation Act.

ARTICLE 13 – SICK LEAVE WITH PAY

1. Sick Leave. (For employees who work a 24-hour shift)

   A. **Accrual.** Upon appointment to the position, employees shall accrue sick leave at the rate of **102** hours per year for the first five years of creditable service. Beginning year six and through year fifteen of creditable service, sick leave will be accrued at the rate of **204** hours per year. Beginning year sixteen of creditable service sick leave will be accrued at the rate of **238** hours per year (14 days per year). A day for sick leave accrual is **17** hours.

   B. **Sick Leave Use.** Sick leave may be used for absences from work due to personal illness, off-the-job injury, dependent illness including paternity leave, and enforced quarantine.

      1. Dependent Illness. Sick leave may be used for illness of members of the employee's dependent family. Dependent family is defined as spouse, parent, children (including stepchildren). In addition, it includes any relative living in the employee's home. In no event may the employee charge in excess of seventy-two (72) hours per payroll year for dependent illness.

      2. Enforced quarantine in accordance with community health regulations.

      3. A probationary employee will not be paid for accrued sick leave used during the first six months of service. Payment for sick

leave for other than probationary employees is in accordance with established policies previously defined. The accumulation of sick leave is unlimited.

C. **Maternity Leave.** A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the employee's immediate supervisor, setting forth a date such leave is to begin, as soon as that date can be determined by the employee and the employee's physician. Return to work shall be as soon as reasonable after delivery, as permitted by a signed release by the employee's physician. Maternity leave shall be charged against accrued sick leave, and the department director or the Human Resources Director may require the employee to be examined by a physician of the City's choice. If maternity leave extends beyond the employee's accrued sick leave, leave may be granted in accordance with policies governing sick leave without pay.

D. **Sick Leave and Other Benefits.** An employee shall not be eligible for sick leave without pay until the employee has exhausted all regular sick leave and vacation leave, provided the maximum sick leave without pay shall not exceed 60 calendar days. If an employee has used all vacation leave on account of sickness, the department director may grant a leave of absence without pay as provided in Article 14.

2. Well Day. An additional day of leave (8 hours for 40 hour, 5 days per week employees, or 10 hours for 40 hour, 4 days per week employees and 24 hours for 24 hour shift employees) shall be granted to an employee who has completed the payroll year as a full-time employee and who has not used more than 24 hours (for a 40 hour employee) or 36 hours (for a 24 hour employee) of sick leave in the preceding payroll year. Any employee who completed the previous payroll as a fulltime employee and who did not use any sick leave during the payroll year will receive one additional day of leave 8 hours or 10 hours for 40 hour week employees and 24 hours for 24 hour employees. Well day leave must be taken in increments of not less than one hour with prior approval of the immediate supervisor in accordance with the Airport Public Safety Department rules. Well day leave is granted the second pay period following the payroll year, is non-cumulative and is not charged against any leave accumulation.

3. Reporting Sick Leave

A. Prior to the employee's scheduled time to report for duty, the employee must notify the employee's immediate superior by telephone or messenger that the employee will not work that day.

B. Upon return to work the employee must file a Sick and Off-Duty Injury Report stating the reasons for the absence. The Sick Report

Form must be investigated and approved by the department and division head before being charged to sick leave.

C. The Physicians Report Section of the Sick and Off-Duty Injury Report must be submitted when the leave extends beyond five (5) consecutive calendar days (60 hours) or can be required if an employee has 72 consecutive hours. A supervisor may request an employee to provide a Physician's Report if the employee has used less than 72 hours of sick leave in a calendar year if there is a pattern of undocumented sick leave use or any abuse that substantiates such a request. Employees are required to keep their supervisor appraised of their progress and anticipated return to work. When an employee have been on sick leave for ten (10) work days, the employee may be required to be examined by a physician the City designates at the City's expense.

4. Copies of any forms required under this provision or any other provisions of this contract will be furnished to the Union by the City.

ARTICLE 14 – LEAVE WITHOUT PAY

1. If an employee has exhausted all regular sick leave and all accrued vacation leave, the employee may be granted sick leave without pay, upon approval of the department director, for a period not to exceed sixty (60) calendar days. The sixty-day period may be extended by the City Manager upon recommendation of the department director.

The procedure for reporting sick leave without pay is the same as for reporting sick leave with pay.

2. Other Leaves Of Absence Without Pay. The City may grant leaves of absence without pay of up to sixty (60) calendar days, upon approval of the department director. However, this period may be extended by the City on the recommendation of the department director. Leave of absence without pay will not be granted until all vacation leave has been exhausted.

Requests for leave for personal reasons shall be submitted in writing to the division or department director, stating reasons for the request, the date the leave shall begin and the probable date of return.

Requests for leave under the Family and Medical Leave Act should be made to the **City's Family Medical Leave Administrator**, at least 30 calendar days prior to the commencement of the leave, or as soon as practical/possible in the case of unplanned emergencies. Application forms are available in the Human Resources Department.

ARTICLE 15 – CIVIL LEAVE

1. Upon receipt of an order requiring the employee to report for Jury Duty, the order will be shown to the immediate supervisor.

2. Pay received by an employee for Jury Duty will be turned in to the city Treasurer's Office. An employee will not be required to return money that is received as reimbursement for travel and meals while serving on Jury Duty.

3. An employee is not required to return money received for Jury Duty or being a subpoenaed witness when performed on a regular day off, or on Vacation, Personal Holiday, or Well Day Leave. Employees are expected to return to work on scheduled work days after being released from jury duty.

4. On receipt of an order requiring an employee to make a court appearance, arrangements must be made by the employee with his/her supervisor to get permission to comply with the order.

5. Employees appearing in an official capacity for the City of Wichita or appearing as an expert witness for the City of Wichita will be on leave of absence with pay. Pay received from the court will be turned in to the City Treasurer's Office.

6. If an employee is involved in a personal court case, either as plaintiff, defendant, or subpoenaed as a witness, not involving employment with the City or a proceeding where the employee is a defendant in a criminal action or a plaintiff in a civil action against the City of Wichita, he/she may be granted leave, but the time taken off must be charged either to Vacation, Personal Holiday, or Well Day Leave.

7. An employee's supervisor may grant an employee time off to vote only if his/her work hours on election day make it impossible to vote without leave time.

ARTICLE 16 – EMERGENCY LEAVE

A. In the event of a death in an employee's immediate family, the employee may be allowed a leave of absence with pay up to a maximum of five (5) work days (48 hours for 24 hour employees) within the two week period immediately following the death of an immediate family member for the purpose of attending the funeral. Immediate family member is defined as an employee's spouse, children, step-children, parents, stepparents, state approved foster child, or any relative living in the employee's home. For the death of a father-in-law, mother-in law, brother, sister, grandparents, grandchildren, daughter-in-law or, son-in-law, the employee may be allowed a leave of absence up to a maximum of three (3) work days (36 hours for 24 hour employees) to be taken within a two week period immediately following the death of any of these person. This leave must be approved by the department director and is not charged against any

leave accumulation. The Department Director has the right to request proof of relationship and attendance at the funeral.

B. An employee who is unable to work because of a death in the immediate family must, prior to the employee's scheduled time to report, notify his/her office or immediate supervisor.

ARTICLE 17 – VACATION LEAVE

1. City employees earn vacation on the basis of credited service in accordance with the following:

A. All full-time employees earn vacation benefits.

B. Vacation leave will be earned on hours in pay status, exclusive of overtime, and will be calculated at the time the payroll is processed.

C. Base hours for computing vacation leave are 2912 per year for employees in the bargaining unit.

D. The rate at which vacation leave is earned is determined by the start-work date or adjusted start-work date.

E. Employees with prior creditable service are not eligible to earn vacation leave based on their adjusted start-work date until after completion of two years service.

F. Vacation leave may not be taken in advance of vacation earned, nor prior to completion of the probationary period. Employees must have satisfactorily completed their probationary appointment and have been removed from probationary status before being eligible to take vacation or being paid for terminal vacation.

G. Vacation leave for bargaining unit employees who work a 24-hour work shift is accrued at approximately the following rate:

Years of Service	**17** Hour Days Earned Per Year
All Employees:	
Less than 5	12
5, 6, 7, 8, 9	15
10, 11, 12, 13, 14	17
15	18
16, 17, 18, 19	20
20	21
21	24
22 or more	25

H. An employee who goes on military leave for extended-active duty, or is terminated will be paid for any unused vacation leave. Employees on military leave may choose to leave their unused vacation leave until they return to work or be paid for the accrued vacation at the time they start military leave. Employees must complete their probationary appointment to be eligible to receive terminal vacation pay.

I. Vacation leave is scheduled in the department according to the policies established by the department director. Vacation may not be taken in excess of the hours appearing on the payroll stub. Vacation leave may be taken in thirty-minute increments by employees, unless precluded by department policy.

J. Employees who have retired under either retirement system and who are re-employed will not receive credit for any prior service toward longevity vacation. The date of re-employment will serve as the date for computing longevity vacation.

K. Employees are allowed to accumulate and carry forward each year only up to a total of 360 hours of vacation leave. Employees will be required to use or lose vacation accrued in excess of 360 hours before the end of the pay period in which their anniversary date occurs.

ARTICLE 18 – HOLIDAYS

A. Employees of the City of Wichita in the bargaining unit and represented by the Union, shall receive holidays with pay for all legal holidays observed by the City. The City has adopted the federal long weekend plan and observes Martin Luther King, Jr. birthday holiday on the third (3rd) Monday in January; Presidents' Day on the third (3rd) Monday in February. Memorial Day will be observed on the last Monday in May.

B. Legal Holidays Observed

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Personal Holiday*	

*Personal Holiday may not be taken until completion of six months of service. For 2010 a personal holiday is 15 hours. For 2011 a personal holiday is 17 hours.

C. Working Holidays

An employee on a 24-hour shift will receive, in addition to regular pay for time worked, an amount of pay equal to 15 hours times the equivalent hourly rate of the employee's salary as holiday pay. Employees who are off on the holiday will receive 15 hours times the equivalent hourly rate of the employee's salary as holiday pay.

For all holidays on or after November 24, 2010, in addition to regular pay for time worked, an employee will receive an amount of pay equal to 17 hours times the equivalent hourly rate of the employee's salary as holiday pay. Employees who are off on the holiday will receive 17 hours times the equivalent hourly rate of the employee's salary as holiday pay.

ARTICLE 19 – MILITARY LEAVE

Requests for military leave will be handled in accordance with the applicable law, Title 38, U.S. Code 2021 et seq.

ARTICLE 20 – FAMILY AND MEDICAL LEAVE

The City and the Union agree to comply with the provisions of the federal Family and Medical Leave Act. The exact provisions concerning the leave would be those outlined in the City's Administrative Personnel Policy and Procedure Manual.

ARTICLE 21 – INTERPRETIVE PROVISIONS

Section 1: It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws. Should any part of this Agreement be declared in conflict with any applicable law, judicial decision, rule or regulations, or are held invalid by a court of competent jurisdiction, such part shall be null and void, but

the rest and remainder of this Agreement shall not be affected and shall remain in full force and effect, and the parties shall enter into negotiations for the sole purpose of redrafting a mutually satisfactory replacement for such provision so affected.

Section 2: All practices and conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to applicable charter, ordinances, rules and regulations or policies of the City or the Wichita Airport Authority.

ARTICLE 22 – SUBSTANCE TESTING

All employees shall be subject to random drug and alcohol testing according to the City of Wichita non-DOT safety sensitive drug and alcohol testing policy.

ARTICLE 23 – TEAMSTER PIN

Members of the Local Union shall be allowed to wear the Union lapel pin approved by the Union and the City. The Airport Chief will determine where on the uniform the pin may be worn.

ARTICLE 24 – DURATION AND TERMINATION

Section 1: This Agreement shall take effect as of December **24, 2011** and continue in full force and effect through **December 20, 2013**. By mutual agreement between the parties, any provisions of this Agreement may be opened for change or modification. Any subsequent statements of understanding which result from such reopening shall be set forth and made an amendment to this Agreement, and when ratified by the parties shall constitute a change in policy.

Section 2: Subject to the provisions of the Act, meet and confer proceedings for 2014 shall commence on or before July 1, 2013, unless the parties mutually agree to commence meeting at a different date.

IN WITNESS WHEREOF THE CITY and THE UNION have hereunto set their hands this _____

For the City of Wichita

_____
Robert Layton, City Manager

_____
Carl Brewer, Mayor

For Teamsters Union Local 795

_____
Terry Constant, Business Representative

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

Attest:

_____
Karen Sublett, City Clerk

2012 - Pay Scale - Effective December 24, 2011

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Airport Police and Fire															
Officer I - Range 691 (2912)	12.3531	12.6618	12.9784	13.3029	13.6355	13.9764	14.3257	14.6839	15.0510	15.4273	15.8130	16.2083	16.6134	17.0287	17.4544
Officer I - Range 691 (2080)	17.2943	17.7267	18.1697	18.6240	19.0896	19.5669	20.0561	20.5574	21.0714	21.5982	22.1381	22.6915	23.2589	23.8403	24.4362
Airport Police and Fire															
Officer II - Range 692 (2912)	13.5883	13.9281	14.2763	14.6333	14.9990	15.3740	15.7583	16.1523	16.5561	16.9699	17.3943	17.8291	18.2748	18.7316	19.2000
Officer II - Range 692 (2080)	19.0237	19.4992	19.9868	20.4865	20.9985	21.5235	22.0617	22.6133	23.1785	23.7580	24.3520	24.9608	25.5846	26.2243	26.8800

2013 - Pay Scale - Effective December 22, 2012

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Airport Police and Fire															
Officer I - Range 691 (2912)	12.6619	12.9784	13.3029	13.6355	13.9764	14.3258	14.6839	15.0510	15.4273	15.8130	16.2084	16.6135	17.0288	17.4544	17.8908
Officer I - Range 691 (2080)	17.7266	18.1698	18.6240	19.0896	19.5668	20.0560	20.5575	21.0714	21.5982	22.1382	22.6915	23.2588	23.8404	24.4363	25.0472
Airport Police and Fire															
Officer II - Range 692 (2912)	13.9280	14.2763	14.6332	14.9991	15.3739	15.7584	16.1522	16.5561	16.9700	17.3942	17.8292	18.2749	18.7317	19.1999	19.6800
Officer II - Range 692 (2080)	19.4992	19.9867	20.4865	20.9986	21.5235	22.0616	22.6132	23.1786	23.7580	24.3519	24.9608	25.5848	26.2243	26.8799	27.5520

City of Wichita
City Council Meeting
December 6, 2011

TO: Mayor and City Council

SUBJECT: Water & Sewer Rate Increases

INITIATED BY: Public Works & Utilities Department

AGENDA: New Business

Recommendation: Approve the ordinances establishing water utility rate increases.

Background: A contract with Raftelis Financial Consultants was approved on December 7, 2010 to complete a cost of service analysis. The project included an analysis of usage trends, customer classes, and infrastructure requirements, which was then incorporated into a long-term financial plan. Cost-based rate increases were recommended to gradually align the rate structure to the costs incurred to serve each type of customer. Public input was generated through 20 meetings held between July and December.

Analysis: Based on the consultant's analysis and public input, two options are presented for consideration. Option 1 includes the cost-based rates recommended by Raftelis Financial Consultants, while Option 2 has level increases for all customer classes. The table below illustrates the impact to average residential and business customers.

Combined Monthly Water & Sewer Bills for 2012				
	Option 1: Cost-Based Rates		Option 2: Level Rates	
Residential				
3,000 Gal.	$1.18	3.9%	$1.79	5.9%
15,000 Gal.	$2.78	3.1%	$5.22	5.9%
22,500 Gal.	$3.58	2.6%	$8.24	5.9%
Commercial				
100,000 Gal.	$34.64	8.3%	$24.63	5.9%
Industrial				
10 Million Gal.	$3,203	8.2%	$2,312	5.9%

Financial Considerations: Both options would result in the same amount of new revenue. The Water Fund would experience an overall revenue increase $2,616,202, while a revenue increase of $3,590,740 would be generated in the Sewer Fund. This new revenue would fund infrastructure obligations and help stabilize the finances of sewer operations, which have operated in a deficit in each of the last two years. This vote would only lead to one increase effective in 2012; future increases would need to be considered at a later date by the Mayor and City Council.

Goal Impact: This action addresses the efficient infrastructure goal.

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

Recommendations/Actions: It is recommended that the City Council adopt option 1 and approve the associated ordinances.

Attachments: Water Rate and Sewer Rate Ordinances.

Option 1: Cost-Based Rates

Water & Sewer Rates

Effective January 1, 2012

183004 ORDINANCE NO. 49-164

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

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

SECTION 1. Section 17.12.090, of the Code of the City of Wichita is hereby amended to read as follows:

WATER RATES AND CHARGES. On and after January 1, 2012, the schedule of rates and charges as set forth below shall apply to all categories of water customers with metered, flat rate or fire protection services:

I. MINIMUM WATER SERVICE CHARGES

Minimum water service charges per monthly billing period, based on water service sizes, shall be assessed to all customers who have service availability at any time during a billing period as shown below. An individual is deemed to have service available if the private water service system, at the individual's residence or business, has been connected to the City of Wichita's water system at any time during a billing period. The minimum charge is to be applied regardless of whether or not any water volume passed from the City to private water systems during a billing period. Water service connections deemed inactive by the Director of Water & Sewer shall not be assessed minimum water service charges.

A. METERED WATER SERVICES

INSIDE CITY

MINIMUM MONTHLY

WATER METER SIZES	2012 & Beyond
5/8 inch	**$** 11.49
3/4 inch	11.49
1 inch	11.49
1 1/2 inch	12.61

2 inch	13.98
3 inch	21.83
4 inch	25.59
6 inch	33.86
8 inch	42.46
10 inch	49.30
12 inch	61.98

OUTSIDE CITY & WHOLESALE METERED WATER SERVICES

MINIMUM MONTHLY

WATER METER SIZES	2012 & Beyond
5/8 inch	**$** 18.39
3/4 inch	18.39
1 inch	18.39
1 1/2 inch	20.18
2 inch	22.37
3 inch	34.93
4 inch	40.95
6 inch	54.18
8 inch	67.94
10 inch	78.88
12 inch	99.17
16 inch	252.65

B. FLAT RATE/UNMETERED MONTHLY CHARGES

2012 & Beyond
$ 18.69

C. FIRE PROTECTION MONTHLY CHARGES

INSIDE CITY

MINIMUM MONTHLY

WATER METER SIZES	2012 & Beyond
5/8 inch	**$** 3.43
3/4 inch	3.51
1 inch	3.79
1 1/2 inch	4.27
2 inch	5.01
3 inch	9.65
4 inch	11.85

6 inch	16.79
8 inch	21.97
10 inch	26.06
12 inch	33.82

OUTSIDE CITY

MINIMUM MONTHLY

WATER METER SIZES	2012 & Beyond
5/8 inch	**$** 5.49
3/4 inch	5.62
1 inch	6.07
1 1/2 inch	6.84
2 inch	8.02
3 inch	15.44
4 inch	18.96
6 inch	26.82
8 inch	35.16
10 inch	41.70
12 inch	54.12

II. WATER VOLUME CHARGES

Charges for any volume of water passing from the City of Wichita water system to a private water system shall be billed to the individual residing at the residence or business. Volume charges shall not apply to flat rate services which have been properly established with the Wichita Water Utilities.

A. AVERAGE WINTER CONSUMPTION

Average winter consumption (AWC) shall be defined as the arithmetic mean of monthly consumption computed by adding the metered consumption on bills rendered during the months of December, January, February, and March and then dividing this sum by the number of billings rendered during these same months. Each customer's AWC shall be recalculated in April of each year. Metered consumption charges for the ensuing twelve months shall be computed utilizing the AWC as calculated each April, apportioning usage among the applicable rate blocks as designated below. In those instances where no consumption data exists for the calculation of an AWC for particular customers, the Director of Utilities shall determine the most appropriate method of establishing average winter consumptions for such circumstances. The minimum monthly AWC for any metered service sized one (1) inch or less shall be 6,000 gallons. If a billing period of greater than one month (defined as days of service within twenty eight to thirty

one days) is used, the actual or minimum AWC shall be adjusted accordingly on a daily basis.

B. RETAIL VOLUME CHARGES

INSIDE CITY

	Rates Per 1,000 Gallons 2012 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 1.52
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 5.49
Block 3: Metered Consumption Above 310% of AWC	**$** 8.29

OUTSIDE CITY

	Rates Per 1,000 Gallons 2012 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 2.44
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 8.79
Block 3: Metered Consumption Above 310% of AWC	**$** 13.27

C. RETAIL VOLUME CONSERVATION CONTRACT RATES

In order to obtain significant reductions in customers' annual water use, through more efficient use of Wichita's water resources, the Director of Utilities is empowered to negotiate and execute contracts with retail customers which provides for a significant annual water savings by customers in return for charging all water use at the retail volume conservation contract rate. The Director of Utilities is further empowered to establish such rules and regulations in contract terms as may be necessary to most equitably carry out the intent of this section. Rules and

regulations shall be promulgated based on the needs of the City of Wichita as demonstrated in its water conservation plan and programs to address the requirements of the State of Kansas. In all circumstances, customers seeking to qualify for the conservation contract rate must make written application to the Director of Utilities, detailing methods to be employed to conserve water, the time frame for implementing such conservation methods and the expected annual water savings in gallons per year to be derived from implementing such conservation plans. Each January, customers who have entered into conservation contract rate agreements shall report the results of their conservation initiatives to the Director of Utilities. If the Director of Utilities determines that any customer did not meet the goal, then a billing will be rendered to the customer to reconcile charges for the proportion of the customer's prior year total annual consumption volume that did not qualify for the retail conservation contract rate as determined by the formula below:

(PRIOR YEAR'S RETAIL VOLUME CHARGE BLOCK 2 RATE - PRIOR YEAR'S RETAIL VOLUME CONSERVATION CONTRACT RATE) x ((PRIOR YEAR'S ANNUAL WATER USE/1,000) x (1 - (PRIOR YEAR'S ACTUAL ANNUAL GALLONS OF WATER SAVED / PRIOR YEAR'S PROJECTED ANNUAL GALLONS OF WATER SAVED)))

Customers exceeding their water conservation goals may use such excess savings in gallons as a credit toward the next year's water savings goal. This rate shall only be made available to customers who can demonstrate potential water savings that would be considered economically significant to the City of Wichita as determined by the Director of Utilities.

INSIDE CITY CONSERVATION CONTRACT RATE

	Rates Per 1,000 Gallons 2012 & Beyond
Block 1: All Metered Consumption	**$** 3.25

OUTSIDE CITY CONSERVATION CONTRACT RATE

	Rates Per 1,000 Gallons 2012 & Beyond
Block 1: All Metered Consumption	**$** 5.20

D. WHOLESALE VOLUME RATES

	Rates Per 1,000 Gallons 2012 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 1.75
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 9.09
Block 3: Metered Consumption Above 310% of AWC.	**$** 13.59

E. UNIFORM WHOLESALE VOLUME RATES

	Rates Per 1,000 Gallons 2012 & Beyond
All Metered Consumption	**$** 2.27

F. NON POTABLE VOLUME RATES

	Rates Per 1,000 Gallons 2012 & Beyond
All Metered Consumption	**$** .99

III. ASSOCIATION OF LAWN SERVICES

In all cases where practical and appropriate, lawn service accounts shall be associated with the primary service account at a particular service location. The individual consumption amounts for the primary service account and the lawn service accounts shall be added together and the total consumption for the billing period shall be allocated to the appropriate water volume charge rate blocks and volume charges calculated therefor. The consumption as recorded on billings rendered in the months of December, January, February and March for both the primary and lawn service accounts shall be used to calculate the average winter consumption used in apportioning water usage among the volume rate blocks whenever lawn service accounts

are associated with primary service accounts.

IV. LATE CHARGES

An amount equal to one and one-half percent of the unpaid balance will be added to all bills not paid within twenty-five (25) days of the date of issuance.

V. MISCELLANEOUS CHARGES

When termination of water service has been ordered by the department for any cause, the customer shall be charged the sum of thirteen ($13.00) dollars to cover costs of arranging such termination. In instances where the service is actually terminated and later reinstated, the customer shall be charged an additional thirteen ($13.00) dollars to cover costs of reinstating the service.

If a customer requests inspection and testing of a meter a testing fee shall be paid. If upon such examination and test conducted in the presence of the customer, or the customer's representative, the meter is found to be inaccurate according to the standards of the American Water Works Association, a meter will be substituted and the adjustment of the water bill for the preceding billing period shall include a credit for the testing fee.

Where water service is turned on and shut off in a period of less than one billing period, the billing shall be computed as if service was rendered for an entire billing period. Any customer desiring to discontinue water service temporarily must make request therefor at the office of the department not less than two working days prior to the date on which the service is desired to be discontinued. After the effective date of such discontinuance, all charges for such water and water service shall cease for the period during which the service shall be shut off; provided, that the period of such discontinuance shall not be less than thirty days.

A fee of thirteen ($13.00) dollars shall be required for the disconnection of a lawn service when the customer of record requests disconnection without concurrently requesting disconnection of the associated service account at the service location. An additional fee of thirteen ($13.00) dollars shall be required for the reconnection of the lawn service at the same location.

Other charges and billing for special services, such as but not limited to administrative

fees, account origination fees, damages and/or vandalism to Utility infrastructure and appurtenances, etc., shall be determined by the Director of Utilities and subject to review and change at any time.

VI. GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY

Government military facilities located outside the City of Wichita shall be charged inside city rates for water service.

SECTION 2. The original of Section 17.12.090 is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after January 1, 2012, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 13th day of December, 2011.

_____
Carl Brewer, Mayor
City of Wichita

ATTEST:

_____
Karen Sublett,
City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf,
Director of Law

Option 2: Level Rates

Water & Sewer Rates

Effective January 1, 2012

ORDINANCE NO. 49-164 183004

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

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

SECTION 1. Section 17.12.090, of the Code of the City of Wichita is hereby amended to read as follows:

WATER RATES AND CHARGES. On and after January 1, 2012, the schedule of rates and charges as set forth below shall apply to all categories of water customers with metered, flat rate or fire protection services:

I. MINIMUM WATER SERVICE CHARGES

Minimum water service charges per monthly billing period, based on water service sizes, shall be assessed to all customers who have service availability at any time during a billing period as shown below. An individual is deemed to have service available if the private water service system, at the individual's residence or business, has been connected to the City of Wichita's water system at any time during a billing period. The minimum charge is to be applied regardless of whether or not any water volume passed from the City to private water systems during a billing period. Water service connections deemed inactive by the Director of Water & Sewer shall not be assessed minimum water service charges.

A. METERED WATER SERVICES

INSIDE CITY

MINIMUM MONTHLY

WATER METER SIZES	2012 & Beyond
5/8 inch	**$** 11.63
3/4 inch	11.70
1 inch	11.95
1 1/2 inch	12.29

2 inch	13.19
3 inch	20.00
4 inch	22.53
6 inch	28.39
8 inch	35.10
10 inch	39.31
12 inch	48.54

OUTSIDE CITY & WHOLESALE METERED WATER SERVICES

MINIMUM MONTHLY

WATER METER SIZES	2012 & Beyond
5/8 inch	**$** 18.61
3/4 inch	18.71
1 inch	19.12
1 1/2 inch	19.66
2 inch	21.10
3 inch	32.00
4 inch	36.04
6 inch	45.43
8 inch	56.16
10 inch	62.89
12 inch	77.67
16 inch	204.40

B. FLAT RATE/UNMETERED MONTHLY CHARGES

2012 & Beyond
$ 18.69

C. FIRE PROTECTION MONTHLY CHARGES

INSIDE CITY

MINIMUM MONTHLY

WATER METER SIZES	2012 & Beyond
5/8 inch	**$** 3.57
3/4 inch	3.61
1 inch	3.74
1 1/2 inch	4.00
2 inch	4.62
3 inch	9.12
4 inch	10.81

6 inch	14.72
8 inch	19.17
10 inch	21.94
12 inch	28.09

OUTSIDE CITY

MINIMUM MONTHLY

WATER METER SIZES	2012 & Beyond
5/8 inch	**$** 5.70
3/4 inch	5.76
1 inch	5.99
1 1/2 inch	6.41
2 inch	7.40
3 inch	14.60
4 inch	17.28
6 inch	23.56
8 inch	30.67
10 inch	35.11
12 inch	44.95

II. WATER VOLUME CHARGES

Charges for any volume of water passing from the City of Wichita water system to a private water system shall be billed to the individual residing at the residence or business. Volume charges shall not apply to flat rate services which have been properly established with the Wichita Water Utilities.

A. AVERAGE WINTER CONSUMPTION

Average winter consumption (AWC) shall be defined as the arithmetic mean of monthly consumption computed by adding the metered consumption on bills rendered during the months of December, January, February, and March and then dividing this sum by the number of billings rendered during these same months. Each customer's AWC shall be recalculated in April of each year. Metered consumption charges for the ensuing twelve months shall be computed utilizing the AWC as calculated each April, apportioning usage among the applicable rate blocks as designated below. In those instances where no consumption data exists for the calculation of an AWC for particular customers, the Director of Utilities shall determine the most appropriate method of establishing average winter consumptions for such circumstances. The minimum monthly AWC for any metered service sized one (1) inch or less shall be 6,000 gallons. If a billing period of greater than one month (defined as days of service within twenty eight to thirty

one days) is used, the actual or minimum AWC shall be adjusted accordingly on a daily basis.

B. RETAIL VOLUME CHARGES

INSIDE CITY

	Rates Per 1,000 Gallons 2012 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 1.49
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 5.64
Block 3: Metered Consumption Above 310% of AWC	**$** 8.48

OUTSIDE CITY

	Rates Per 1,000 Gallons 2012 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 2.38
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 9.03
Block 3: Metered Consumption Above 310% of AWC	**$** 13.57

C. RETAIL VOLUME CONSERVATION CONTRACT RATES

In order to obtain significant reductions in customers' annual water use, through more efficient use of Wichita's water resources, the Director of Utilities is empowered to negotiate and execute contracts with retail customers which provides for a significant annual water savings by customers in return for charging all water use at the retail volume conservation contract rate. The Director of Utilities is further empowered to establish such rules and regulations in contract terms as may be necessary to most equitably carry out the intent of this section. Rules and

regulations shall be promulgated based on the needs of the City of Wichita as demonstrated in its water conservation plan and programs to address the requirements of the State of Kansas. In all circumstances, customers seeking to qualify for the conservation contract rate must make written application to the Director of Utilities, detailing methods to be employed to conserve water, the time frame for implementing such conservation methods and the expected annual water savings in gallons per year to be derived from implementing such conservation plans. Each January, customers who have entered into conservation contract rate agreements shall report the results of their conservation initiatives to the Director of Utilities. If the Director of Utilities determines that any customer did not meet the goal, then a billing will be rendered to the customer to reconcile charges for the proportion of the customer's prior year total annual consumption volume that did not qualify for the retail conservation contract rate as determined by the formula below:

(PRIOR YEAR'S RETAIL VOLUME CHARGE BLOCK 2 RATE - PRIOR YEAR'S RETAIL VOLUME CONSERVATION CONTRACT RATE) x ((PRIOR YEAR'S ANNUAL WATER USE/1,000) x (1 - (PRIOR YEAR'S ACTUAL ANNUAL GALLONS OF WATER SAVED / PRIOR YEAR'S PROJECTED ANNUAL GALLONS OF WATER SAVED)))

Customers exceeding their water conservation goals may use such excess savings in gallons as a credit toward the next year's water savings goal. This rate shall only be made available to customers who can demonstrate potential water savings that would be considered economically significant to the City of Wichita as determined by the Director of Utilities.

INSIDE CITY CONSERVATION CONTRACT RATE

	Rates Per 1,000 Gallons 2012 & Beyond
Block 1: All Metered Consumption	**$** 2.85

OUTSIDE CITY CONSERVATION CONTRACT RATE

	Rates Per 1,000 Gallons 2012 & Beyond
Block 1: All Metered Consumption	**$** 4.57

D. WHOLESALE VOLUME RATES

	Rates Per 1,000 Gallons 2012 & Beyond
Block 1: Metered Consumption Through 110% of AWC	**$** 1.59
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	**$** 8.26
Block 3: Metered Consumption Above 310% of AWC.	**$** 12.34

E. UNIFORM WHOLESALE VOLUME RATES

	Rates Per 1,000 Gallons 2012 & Beyond
All Metered Consumption	**$** 2.09

F. NON POTABLE VOLUME RATES

	Rates Per 1,000 Gallons 2012 & Beyond
All Metered Consumption	**$** 1.03

III. ASSOCIATION OF LAWN SERVICES

In all cases where practical and appropriate, lawn service accounts shall be associated with the primary service account at a particular service location. The individual consumption amounts for the primary service account and the lawn service accounts shall be added together and the total consumption for the billing period shall be allocated to the appropriate water volume charge rate blocks and volume charges calculated therefor. The consumption as recorded on billings rendered in the months of December, January, February and March for both the primary and lawn service accounts shall be used to calculate the average winter consumption used in apportioning water usage among the volume rate blocks whenever lawn service accounts

are associated with primary service accounts.

IV. LATE CHARGES

An amount equal to one and one-half percent of the unpaid balance will be added to all bills not paid within twenty-five (25) days of the date of issuance.

V. MISCELLANEOUS CHARGES

When termination of water service has been ordered by the department for any cause, the customer shall be charged the sum of thirteen ($13.00) dollars to cover costs of arranging such termination. In instances where the service is actually terminated and later reinstated, the customer shall be charged an additional thirteen ($13.00) dollars to cover costs of reinstating the service.

If a customer requests inspection and testing of a meter a testing fee shall be paid. If upon such examination and test conducted in the presence of the customer, or the customer's representative, the meter is found to be inaccurate according to the standards of the American Water Works Association, a meter will be substituted and the adjustment of the water bill for the preceding billing period shall include a credit for the testing fee.

Where water service is turned on and shut off in a period of less than one billing period, the billing shall be computed as if service was rendered for an entire billing period. Any customer desiring to discontinue water service temporarily must make request therefor at the office of the department not less than two working days prior to the date on which the service is desired to be discontinued. After the effective date of such discontinuance, all charges for such water and water service shall cease for the period during which the service shall be shut off; provided, that the period of such discontinuance shall not be less than thirty days.

A fee of thirteen ($13.00) dollars shall be required for the disconnection of a lawn service when the customer of record requests disconnection without concurrently requesting disconnection of the associated service account at the service location. An additional fee of thirteen ($13.00) dollars shall be required for the reconnection of the lawn service at the same location.

Other charges and billing for special services, such as but not limited to administrative

fees, account origination fees, damages and/or vandalism to Utility infrastructure and appurtenances, etc., shall be determined by the Director of Utilities and subject to review and change at any time.

VI. GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY

Government military facilities located outside the City of Wichita shall be charged inside city rates for water service.

SECTION 2. The original of Section 17.12.090 is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after January 1, 2012, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 13th day of December, 2011.

_____
Carl Brewer, Mayor
City of Wichita

ATTEST:

_____
Karen Sublett,
City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf,
Director of Law

ORDINANCE NO. 49-165 183004

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

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

SECTION 1. Section 16.14.040 of the Code of the City of Wichita is amended to read as follows:

Schedule of Use Charges: Each user of the sewerage system of the City shall pay, for the use of such system, sewer charges at no less than monthly intervals based where possible upon the consumption of water by such user as recorded by the water meter or sewer meter serving the premises according to the classifications and schedule set forth in this section.

Where any commercial or industrial premises are connected with the City's sewerage system but are not served by the City's water utility system, the owner or occupant of such premises shall, at their own expense, install and maintain on such premises a water meter or meters of a type and at a location acceptable to the Director of Utilities of the City, which shall measure all water received on said premises from all sources, and the sewer services charge of said premises as prescribed in this section shall be based upon such meter recording. The City shall install equipment to automate the reading of said meters. The City shall charge a one time installation fee based upon meter size for the purpose of administrative and replacement costs. A sewage meter, as set forth in the following sub-section of this section, may be substituted for the water meter requirement.

SEWER SERVICE VOLUME BASE:

If a commercial or industrial user desires to establish eligibility for a sewer service volume base of less than one hundred percent (100%) of water consumption, said user must submit an application in writing to the Wichita Water Utility. Upon approval the customer shall authorize the City to install the following at the Customer's expense:

(a) A sewage meter acceptable to the Director of Utilities to measure the volume of liquid actually discharged into the sewerage system from their premises. Customers receiving credits through the use of **water** meters used for cooling towers, production credit, groundwater remediation and well water are responsible for the maintenance and calibration of the said meters. If a credit is to be applied to the customer's account, the customer must have the meter tested and calibrated every two years by Wichita Water Utilities. The cost of the test will be borne by the customer at the current rate for meter testing. Further, the customer will be responsible for the removal and reinstallment of the meter once testing has been completed. Sewer meters are required to be calibrated annually. Calibration must be provided through a recognized testing agency and certification of calibration must be provided to the Utilities upon completion. Calibration records shall be maintained by the City for a period of five years. No meter shall

be installed on wastewater discharged until approval has been obtained from the Director of Utilities or their duly authorized representative. Tampering with, injuring, or removing meters without written permission from the Director of Utilities or their duly authorized representative is prohibited. In the event a sewage meter is installed, the rate schedule as set forth in this chapter shall be applied to the volume of sewage entering the sanitary sewer as measured by the meter. In the event of a meter malfunction, the customer shall be responsible for repairs. In the event that the metered amount of water consumption is less than the amount of discharge, Customer Service staff will verify that the water meter is registering flow accurately. If the water meter appears to be operating correctly, the customer will be notified and corrective action by the customer must be taken before an adjustment or credit for discharge is given. Until such time as the meter is either repaired or replaced by the customer, billing for sewer services will be based on metered water consumption. In the event that that metered water consumption begins to increase over metered discharge or if the only metered service is sewer and metered waste drops more than ten percent, Customer Service staff will verify that the water meter is registering flow accurately and/or that the sewer meter is registering flow. If the water meter appears to be operating correctly and the sewer meter is registering flow, the customer will be notified and corrective action by the customer will be required before an adjustment or credit for discharge is given. Until such time as the meter is either repaired or replaced by the customer, billing for sewer services for those accounts with metered water service will be based on 125% of average metered water consumption. For those accounts that are metered sewer only accounts, bills will be estimated based on 125% of the average of the prior twelve months metered discharge.

(b) In lieu of sewage meter(s), the user may request installation of auxiliary water meter(s) to measure the portion of water consumed which is diverted from entering the sanitary sewer. In the event an auxiliary water meter is installed, the volume of water metered by such meter(s) shall be deducted from the total volume of water consumed before the sewer service charge rate schedule is applied. Customers receiving credits through the use of **water** meters used for cooling towers, production credit, groundwater remediation and well water are responsible for the maintenance and calibration of the said meters. If a credit is to be applied to the customer's account, the customer must have the meter tested and calibrated every two years by Wichita Water Utilities. The cost of the test will be borne by the customer at the current rate for meter testing. Further, the customer will be responsible for the removal and reinstallment of the meter once testing has been completed. The City may install meters and charge the customer for the meter, installation fees, and a monthly fee based on the size of the meter.

No credits for sewer use shall be given until the type and location of meters installed have been approved by the Director of Utilities or their duly authorized representative.

Sewer volume credits established in accordance with the provisions of this Section for commercial and industrial users shall be prospective only.

EXTRA STRENGTH CHARGE:

Sewage discharged to the sanitary sewer system from each industrial or commercial user shall be subject to an extra strength charge when the biochemical oxygen demand (BOD) concentration exceeds two hundred fifty milligrams per liter, the suspended solids (SS) exceeds a concentration of three hundred

milligrams per liter, or the oil and grease concentration exceeds one hundred milligrams per liter, as determined by Environmental Protection Agency Methodology stipulated in 40 CFR Part 136 analysis procedures. Sample collection methodology will be as specified by the Director of Utilities. Extra strength charges shall be calculated according to the formula:

S = V (0.00832) (X(BOD-250) + Y(SS-300) + Z(O&G-100)

Where:

S = Extra strength charge in dollars

V = Sewage volume in thousands of gallons

0.00832 = Conversion factor for thousands of gallons to million pounds

X = Applicable unit charge for BOD in dollars per pound from the schedule below

BOD = BOD strength index in parts per million by weight or mg/l

250 = Allowable BOD strength under normal volume charges in parts per million by weight or mg/l

Y = Applicable unit charge for suspended solids in dollars per pound from the schedule below

SS = Suspended solids strength index in parts per million by weight or mg/l

300 = Allowable suspended solids strength under normal volume charges in parts per million by weight or mg/l

Z = Applicable unit charge for oil and grease in dollars per pound from the schedule below

O&G = Oil and grease index in parts per million by weight or mg/l

100 = Allowable oil and grease under normal volume charges in parts per million by weight or mg/l

EXTRA STRENGTH UNIT CHARGES ESTABLISHED AS SHOWN IN SCHEDULE BELOW:

Inside City	Charge Per Pound 2012 & Beyond
BOD	$0.1744
Suspended Solids	0.1213
Grease	2.3538
Outside City	
BOD	$0.2790
Suspended Solids	0.1941
Grease	3.7660

TOXIC POLLUTANT CHARGE:

Discharging of any toxic pollutants is prohibited under City Code Section 16.22. If any such waters or wastes enter into the municipal sewer system which cause an increase in the cost of managing the effluent or the sludge from the City's treatment plants and/or collection system, the discharger shall pay for

the increased costs, and will be subject to the penalties ascribed in Chapter 17.20.

WASTEWATER ANALYSIS:

Samples and measurements will be taken by the City, as required by the Director of Utilities or their authorized representative. The strength of the sewage discharge by the industrial or commercial user will be determined by the analyses of said samples.

The user, at their expense, may be required at the sole discretion of the Director of Utilities to provide monitoring and flow measurement facilities which coincide at the point at which effluent limits apply. Sampling locations must be safe, convenient, and accessible to the industrial user and Wichita Water Utilities personnel.

If any industrial or commercial user chooses not to accept the analytical determination made by the City for a billing period, such user shall, prior to the date on which payment of the charges for such billing is due, notify the Director of Utilities in writing and, at their sole expense, employ an independent laboratory which is certified by the Kansas Department of Health and Environment and acceptable to the Director of Utilities, to conduct sampling and analysis of their sewage.

The time period, location, and method for the collection of the samples shall be designated by the City. The City and the independent laboratory shall both preside over the collection of the samples and shall equally divide the samples so that duplicate analysis may be performed.

If results of the analysis of the sewage sample made by both the City and the independent laboratory are not comparable, the Director of Utilities may appoint a second independent laboratory certified by the Kansas Department of Health and Environment to analyze the sewage. The sampling procedures used will be the same as those outlined above. The results of these analyses, together with the previous results, shall be used to determine the actual extra strength charges for the subject billing period. The fee for the second independent laboratory analyses shall be paid for by the user.

MONITORING CHARGE:

When regulations, Federal, State or City, require monitoring of the waste from an industry, that industry shall pay a monitoring charge.

The monitoring charge shall consist of all costs for personnel, material and equipment used to collect and analyze samples from the user's wastewater. The exact charge shall be based on actual costs and shall be determined by the Director of Utilities.

REVIEW OF USER CHARGE RATE STRUCTURE:

The user charge rate schedule of the City shall be reviewed and adjusted at least biennially to:

(a) Maintain the proportional distribution of operation, maintenance and replacement costs among user classes.

(b) Provide adequate revenues to cover operation, maintenance and replacement and debt service costs.

SEWER RATES AND CHARGES

On and after January 1, 2012, the schedule of rates and charges as set forth below shall apply to all categories of sewer customers.

Inside City Rates

A. Base Service Charges
Monthly charges based on water meter size

Size	2012 & Beyond
5/8 inch	$ 5.89
3/4 inch	6.25
1 inch	7.33
1 1/2 inch	10.33
2 inch	16.15
3 inch	56.20
4 inch	71.48
6 inch	114.99
8 inch	161.13
10 inch	209.60
12 inch	287.52

B. Volume Charges (per 1,000 gallons of metered water consumption)

Rate/thousand gallons 2012 & Beyond
$2.70

Outside City Rate

A. Base Service Charges
Monthly charges based on water meter size

Size	2012 & Beyond
5/8 inch	$9.43
3/4 inch	10.00
1 inch	11.73
1 1/2 inch	16.53
2 inch	25.84
3 inch	89.92
4 inch	114.37
6 inch	183.99
8 inch	257.81
10 inch	335.36
12 inch	460.04

B. Volume Charges (per 1,000 gallons of metered water consumption)

Rate/thousand gallons 2012 & Beyond
$4.32

C. Flat Rate Charges

Inside City

Monthly rates as at set forth below shall apply to all customers without water or sewer meters.	$22.34

Outside City

Monthly rates as at set forth below shall apply to all customers without water or sewer meters.	$35.75

D. WHOLESALE RATES

Monthly, per 1,000 gallons	$1.99

All users subject to sewer charges shall be subject to the provisions of this chapter.

GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY: Government military facilities located outside the city of Wichita shall be charged inside city rates for sewer service.

SECTION 2. The original of Section 16.14.040 is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after January 1, 2012, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 13th day of December, 2011.

_____
Carl Brewer, Mayor
City of Wichita

ATTEST:

_____
Karen Sublett,
City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf,
Director of Law

ORDINANCE NO. 49-165 183004

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

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

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Where any commercial or industrial premises are connected with the City's sewerage system but are not served by the City's water utility system, the owner or occupant of such premises shall, at their own expense, install and maintain on such premises a water meter or meters of a type and at a location acceptable to the Director of Utilities of the City, which shall measure all water received on said premises from all sources, and the sewer services charge of said premises as prescribed in this section shall be based upon such meter recording. The City shall install equipment to automate the reading of said meters. The City shall charge a one time installation fee based upon meter size for the purpose of administrative and replacement costs. A sewage meter, as set forth in the following sub-section of this section, may be substituted for the water meter requirement.

SEWER SERVICE VOLUME BASE:

If a commercial or industrial user desires to establish eligibility for a sewer service volume base of less than one hundred percent (100%) of water consumption, said user must submit an application in writing to the Wichita Water Utility. Upon approval the customer shall authorize the City to install the following at the Customer's expense:

(a) A sewage meter acceptable to the Director of Utilities to measure the volume of liquid actually discharged into the sewerage system from their premises. Customers receiving credits through the use of **water** meters used for cooling towers, production credit, groundwater remediation and well water are responsible for the maintenance and calibration of the said meters. If a credit is to be applied to the customer's account, the customer must have the meter tested and calibrated every two years by Wichita Water Utilities. The cost of the test will be borne by the customer at the current rate for meter testing. Further, the customer will be responsible for the removal and reinstallment of the meter once testing has been completed. Sewer meters are required to be calibrated annually. Calibration must be provided through a recognized testing agency and certification of calibration must be provided to the Utilities upon completion. Calibration records shall be maintained by the City for a period of five years. No meter shall be installed on wastewater discharged until approval has been obtained from the Director of Utilities or

their duly authorized representative. Tampering with, injuring, or removing meters without written permission from the Director of Utilities or their duly authorized representative is prohibited. In the event a sewage meter is installed, the rate schedule as set forth in this chapter shall be applied to the volume of sewage entering the sanitary sewer as measured by the meter. In the event of a meter malfunction, the customer shall be responsible for repairs. In the event that the metered amount of water consumption is less than the amount of discharge, Customer Service staff will verify that the water meter is registering flow accurately. If the water meter appears to be operating correctly, the customer will be notified and corrective action by the customer must be taken before an adjustment or credit for discharge is given. Until such time as the meter is either repaired or replaced by the customer, billing for sewer services will be based on metered water consumption. In the event that that metered water consumption begins to increase over metered discharge or if the only metered service is sewer and metered waste drops more than ten percent, Customer Service staff will verify that the water meter is registering flow accurately and/or that the sewer meter is registering flow. If the water meter appears to be operating correctly and the sewer meter is registering flow, the customer will be notified and corrective action by the customer will be required before an adjustment or credit for discharge is given. Until such time as the meter is either repaired or replaced by the customer, billing for sewer services for those accounts with metered water service will be based on 125% of average metered water consumption. For those accounts that are metered sewer only accounts, bills will be estimated based on 125% of the average of the prior twelve months metered discharge.

(b) In lieu of sewage meter(s), the user may request installation of auxiliary water meter(s) to measure the portion of water consumed which is diverted from entering the sanitary sewer. In the event an auxiliary water meter is installed, the volume of water metered by such meter(s) shall be deducted from the total volume of water consumed before the sewer service charge rate schedule is applied. Customers receiving credits through the use of **water** meters used for cooling towers, production credit, groundwater remediation and well water are responsible for the maintenance and calibration of the said meters. If a credit is to be applied to the customer's account, the customer must have the meter tested and calibrated every two years by Wichita Water Utilities. The cost of the test will be borne by the customer at the current rate for meter testing. Further, the customer will be responsible for the removal and reinstallment of the meter once testing has been completed. The City may install meters and charge the customer for the meter, installation fees, and a monthly fee based on the size of the meter.

No credits for sewer use shall be given until the type and location of meters installed have been approved by the Director of Utilities or their duly authorized representative.

Sewer volume credits established in accordance with the provisions of this Section for commercial and industrial users shall be prospective only.

EXTRA STRENGTH CHARGE:

Sewage discharged to the sanitary sewer system from each industrial or commercial user shall be subject to an extra strength charge when the biochemical oxygen demand (BOD) concentration exceeds two hundred fifty milligrams per liter, the suspended solids (SS) exceeds a concentration of three hundred milligrams per liter, or the oil and grease concentration exceeds one hundred milligrams per liter, as deter-

mined by Environmental Protection Agency Methodology stipulated in 40 CFR Part 136 analysis procedures. Sample collection methodology will be as specified by the Director of Utilities. Extra strength charges shall be calculated according to the formula:

S = V (0.00832) (X(BOD-250) + Y(SS-300) + Z(O&G-100)

Where:

S = Extra strength charge in dollars

V = Sewage volume in thousands of gallons

0.00832 = Conversion factor for thousands of gallons to million pounds

X = Applicable unit charge for BOD in dollars per pound from the schedule below

BOD = BOD strength index in parts per million by weight or mg/l

250 = Allowable BOD strength under normal volume charges in parts per million by weight or mg/l

Y = Applicable unit charge for suspended solids in dollars per pound from the schedule below

SS = Suspended solids strength index in parts per million by weight or mg/l

300 = Allowable suspended solids strength under normal volume charges in parts per million by weight or mg/l

Z = Applicable unit charge for oil and grease in dollars per pound from the schedule below

O&G = Oil and grease index in parts per million by weight or mg/l

100 = Allowable oil and grease under normal volume charges in parts per million by weight or mg/l

EXTRA STRENGTH UNIT CHARGES ESTABLISHED AS SHOWN IN SCHEDULE BELOW:

Inside City	Charge Per Pound 2012 & Beyond
BOD	$0.1773
Suspended Solids	0.1180
Grease	2.3013
Outside City	
BOD	$0.2837
Suspended Solids	0.1889
Grease	3.6822

TOXIC POLLUTANT CHARGE:

Discharging of any toxic pollutants is prohibited under City Code Section 16.22. If any such waters or wastes enter into the municipal sewer system which cause an increase in the cost of managing the effluent or the sludge from the City's treatment plants and/or collection system, the discharger shall pay for the increased costs, and will be subject to the penalties ascribed in Chapter 17.20.

WASTEWATER ANALYSIS:

Samples and measurements will be taken by the City, as required by the Director of Utilities or their authorized representative. The strength of the sewage discharge by the industrial or commercial user will be determined by the analyses of said samples.

The user, at their expense, may be required at the sole discretion of the Director of Utilities to provide monitoring and flow measurement facilities which coincide at the point at which effluent limits apply. Sampling locations must be safe, convenient, and accessible to the industrial user and Wichita Water Utilities personnel.

If any industrial or commercial user chooses not to accept the analytical determination made by the City for a billing period, such user shall, prior to the date on which payment of the charges for such billing is due, notify the Director of Utilities in writing and, at their sole expense, employ an independent laboratory which is certified by the Kansas Department of Health and Environment and acceptable to the Director of Utilities, to conduct sampling and analysis of their sewage.

The time period, location, and method for the collection of the samples shall be designated by the City. The City and the independent laboratory shall both preside over the collection of the samples and shall equally divide the samples so that duplicate analysis may be performed.

If results of the analysis of the sewage sample made by both the City and the independent laboratory are not comparable, the Director of Utilities may appoint a second independent laboratory certified by the Kansas Department of Health and Environment to analyze the sewage. The sampling procedures used will be the same as those outlined above. The results of these analyses, together with the previous results, shall be used to determine the actual extra strength charges for the subject billing period. The fee for the second independent laboratory analyses shall be paid for by the user.

MONITORING CHARGE:

When regulations, Federal, State or City, require monitoring of the waste from an industry, that industry shall pay a monitoring charge.

The monitoring charge shall consist of all costs for personnel, material and equipment used to collect and analyze samples from the user's wastewater. The exact charge shall be based on actual costs and shall be determined by the Director of Utilities.

REVIEW OF USER CHARGE RATE STRUCTURE:

The user charge rate schedule of the City shall be reviewed and adjusted at least biennially to:

(a) Maintain the proportional distribution of operation, maintenance and replacement costs among user classes.

(b) Provide adequate revenues to cover operation, maintenance and replacement and debt service costs.

SEWER RATES AND CHARGES

On and after January 1, 2012, the schedule of rates and charges as set forth below shall apply to all categories of sewer customers.

<u>Inside City Rates</u>

A. Base Service Charges
Monthly charges based on water meter size

Size	2012 & Beyond
5/8 inch	$ 5.59
3/4 inch	6.11
1 inch	7.75
1 1/2 inch	10.05
2 inch	16.14
3 inch	61.26
4 inch	77.91
6 inch	116.91
8 inch	161.42
10 inch	189.28
12 inch	250.51

B. Volume Charges (per 1,000 gallons of metered water consumption)

Rate/thousand gallons 2012 & Beyond
$2.69

Outside City Rate

A. Base Service Charges
Monthly charges based on water meter size

Size	2012 & Beyond
5/8 inch	$8.94
3/4 inch	9.79
1 inch	12.40
1 1/2 inch	16.09
2 inch	25.82
3 inch	98.00
4 inch	124.65
6 inch	187.07
8 inch	258.28
10 inch	302.85
12 inch	400.83

B. Volume Charges (per 1,000 gallons of metered water consumption)

Rate/thousand gallons 2012 & Beyond
$4.32

C. Flat Rate Charges

Inside City

Monthly rates as at set forth below shall apply to all customers without water or sewer meters.	$24.35

Outside City

Monthly rates as at set forth below shall apply to all customers without water or sewer meters.	$38.97

D. WHOLESALE RATES

Monthly, per 1,000 gallons	$1.97

All users subject to sewer charges shall be subject to the provisions of this chapter.

GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY: Government military facilities located outside the city of Wichita shall be charged inside city rates for sewer service.

SECTION 2. The original of Section 16.14.040 is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after January 1, 2012, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 13th day of December, 2011.

_____
Carl Brewer, Mayor
City of Wichita

ATTEST:

_____
Karen Sublett,
City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf,
Director of Law

City of Wichita
City Council Meeting
December 6, 2011

TO: Mayor and City Council

SUBJECT: Year-end Salary and Classification Ordinances

INITIATED BY: Human Resources

AGENDA: New Business

Recommendation: Approve the amended ordinances and place them on first reading.

Background: Classification Ordinances establish employee job classifications and corresponding pay ranges. Salary Ordinances establish pay rates, and must be revised for any changes in pay rates or salary ranges. Revisions to the Ordinances are typically combined and presented for consideration.

Analysis: The changes proposed to the three ordinances, effective December 24, 2011, are listed in the attached Salary and Classification Ordinance Revisions. The affected ordinances are also attached. Deletions are shown by cross outs; other revisions are bolded.

Financial Considerations: The cost of the revisions of the Non-exempt Employee Salary Ordinance is incorporated into the 2012 budget and reflect the 2.5% General Pay Adjustment negotiated with:

- Service Employees International Union Local 513
- International Association of Fire Fighters Local 135
- Teamsters Union 795 (Transit)
- Teamsters Union 795 (Airport)

The Non-exempt Employee Salary Ordinance and the Exempt Employee Salary Ordinance contain the same 2.5% General Pay Adjustment for all non-represented non-exempt and exempt employees. Ranges 101, 102, and 103 were removed from the Non-Exempt Classification Ordinance and reassigned to 400 series pay ranges. The 100 series ranges were for seasonal positions.

Goal Impact: The ordinances affects the City's goals of Quality of Life, Safe and Secure Community, Core Areas and Neighborhoods, Economic Vitality and Affordable Living, Efficient Infrastructure, and Internal Perspectives.

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

Recommendations/Actions: It is recommended that the City Council adopt the ordinance and place it on first reading.

Attachment: Salary and Classification Ordinance Changes, December 6, 2011

ORDINANCE NO. 49-166

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO 48-586

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

SALARY RANGES

SECTION 1. The following pay rates are established for the ***Exempt & Management Pay Plan***. Salaries are expressed in minimum and maximum annual rates.

2012 Salary Ranges
Effective December 24, 2011 – December 21, 2012

	Minimum	Maximum
B32	$32,562	$55,897
C41	$36,591	$65,060
C42	$40,341	$71,724
C43	$44,088	$78,389
C44/C51	$47,807	$87,931
C45/C52	$55,861	$98,076
D61	$59,491	$107,930
D62	$63,265	$114,775
D63	$67,037	$121,620
D71	$70,383	$131,807
D72	$75,938	$142,212
E81	$79,052	$152,670
E82	$82,683	$159,681
E83	$86,314	$166,693

2013 Salary Ranges
Effective December 22, 2012 – December 20, 2013

	Minimum	Maximum
B32	$33,376	$57,295
C41	$37,506	$66,686
C42	$41,349	$73,517
C43	$45,191	$80,349
C44/C51	$49,002	$90,129
C45/C52	$57,258	$100,528
D61	$60,978	$110,629
D62	$64,847	$117,645
D63	$68,713	$124,661
D71	$72,142	$135,102
D72	$77,837	$145,767
E81	$81,028	$156,486
E82	$84,750	$163,673
E83	$88,472	$170,860

SECTION 2. Other Provisions

a. Unless otherwise indicated in the schedule contained in Section 1 above, the pay ranges enumerated in said Sections shall constitute the total pay received by employees, subject to the following exceptions:

(1) Police Captains shall be allowed up to a maximum of $650.00 in department credit or vouchers for replacement of uniforms and/or civilian attire in accordance with departmental policy. This provision does not apply to Deputy Police Chiefs or the Police Chief, or to civilianized positions that are not required to be in uniform.

(2) Fire Battalion Chiefs and Fire Division Chiefs who are required to wear uniforms while on duty shall be allowed up to a maximum of $625 in 2012 and $650 in 2013.This provision will not apply to Deputy Fire Chiefs or the Fire Chief.

Protective clothing will be furnished to such members of the Fire Department as may be designated by the Director of the Department. Protective clothing shall include bunkers, coats, boots, and any other items which the City Manager may authorize.

(3) Uniforms may be prescribed for employees in positions whose duties bring them in frequent contact with the public. Department directors may acquire, with approval of the City Manager, uniforms within budgeted amounts.

(4) The City Manager may approve an annual uniform allowance or credit vouchers up to a maximum of $125.00 for other noncommissioned City employees required to wear a standardized uniform in the performance of their assigned duties. The allowance will vary depending upon the actual costs of replacing different kinds of uniforms and departmental policy. The City Manager shall determine which positions will require such uniforms and may revise and amend such determination at his/her discretion.

Reimbursement shall be made to eligible employees, of an amount not to exceed $150.00, expended for safety boots that meet the specifications set by the City. The City Manager shall determine which positions are eligible and may revise and amend such determination at his/her discretion.

(5) Police Captains who have received a degree from a four-year college or university will receive $110.00 per month for a bachelor's degree or $135 per month for a master's degree. The degree must be in Administration of Justice, a related field, or be approved by the Department Director and the City Manager. These employees are not eligible for the Tuition Reimbursement Program. This provision does not apply to the Deputy Police Chiefs or the Police Chief.

(6) Police Captains who are assigned to duty requiring regular and frequent aerial flights shall be entitled to Hazardous Duty pay not to exceed $60.00 per payday for each month in which at least twenty (20) flight hours are logged, under a special allowance program promulgated and administered by the City Manager, which program may be revised and amended at his/her discretion. Police Department personnel who are certified/trained and assigned to bomb duty, clandestine labs, canine and SWAT duty, shall be compensated in addition to their regular pay, $60.00 per pay period. This provision does not apply to Deputy Police Chiefs or the Police Chief.

(7) Fire Battalion Chiefs and Fire Division Chiefs shall receive education pay of $25 per month for an associate's degree, or $50.00 per month for a bachelor's degree or $75.00 per month for a master's degree in Fire Science, from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. These employees are not eligible for the Tuition Reimbursement Program. This provision does not apply to the Deputy Fire Chiefs or the Fire Chief.

(8) Fire Battalion Chiefs who are certified as, and members of, the team assigned to Arson Investigation, Haz-Mat or Technical Rescue, will receive an additional $35.00 per pay period. An employee may receive only one category of Special Duty Pay.

(9) Airport Safety Personnel, and, if not commissioned, the incumbent of the Fire and Medical Rescue Coordinator will receive $35.00 per pay period in addition to their base pay upon satisfactory completion of an accredited Emergency Medical Technician course.

(10) Allowance for travel expenses or for the use of personally owned vehicles may be made by the City Manager; and such other expenses incurred in, and as part of, official City business as shall be authorized and approved by the City Manager.

Any subsistence furnished employees shall be deducted from the gross pay in the amount of the equivalent cash value as determined by the City Manager.

(11) In recognition of long and faithful service, the City Manager may approve longevity pay for certain employees in addition to other remuneration received. Such payments may commence upon the completion of six years total accumulative municipal employment, and continue each year thereafter so long as an employee shall remain in the active service of the City. The payment shall be an amount not to exceed $2.00, times the total years of service, per month, e.g., (2.00 X 10 years of service = $20.00 per month payment.) For employees with over eleven years accumulative municipal employment, the payment shall be $5.00 times the total years of service per month, e.g. $5.00 times 12 years of service = $60.00 per month in payment**.**

(12) At the discretion of the City Manager, the maximum of a pay range may be exceeded by not more than 10% for a specified period of time to compensate any Department Director if broader or higher level administrative responsibility is regularly assigned to that position.

(13) The City Manager may authorize compensation to employees serving in an acting capacity, at the pay range of such position being filled, when such acting capacity is expected to exceed four weeks.

(14) The compensation for Tennis Professional will include, in addition to base salary from its stated salary range, performance incentives calculated and tied into the month-end revenues generated at the tennis facility from all sources, including tennis lessons. The percentages will increase as these accumulated revenues increase throughout the year. The monthly calculation percentage is based on the revenue table shown below. ("Private Lessons" and "Group Lessons" refer to lessons taught by the Tennis Professional. "Other Lessons" refer to lessons taught by other instructors.)

Tennis Center Total Revenue	Up to $40,000	$40,000.01 to $90,000	$90,000.01 to $140,000	Over $140,000
Private Lessons	30%	40%	50%	60%
Group Lessons	20%	20%	30%	30%
Leagues	10%	10%	**20%**	**20%**
Tournaments	10%	10%	20%	20%
Other Lessons	5%	5%	10%	10%
Special/Social Events	10%	10%	20%	20%

(15) If an employee moves into a new classification due to a reclassification, or if an employee receives a pay range reduction, and if the employee's pay is more than the maximum pay in the new range, the employee's pay will be reduced to the maximum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate. Such employees may not receive further merit or cost of living increases until the pay range equals or exceeds the amount paid to the employee.

If an employee moves into a higher classification due to a reclassification, and if the employee's pay falls below the minimum of the new range, the employee's pay will be increased to the minimum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate for up to six months following the reclassification.

b. In addition to the compensation provided for above, there shall be paid to each employee coming within the provisions of the Kansas Workers' Compensation Act during any period of total disability compensable under said Act for a period not exceeding 90 consecutive calendar days from date of injury, his/her net pay less compensation payments received under the provisions of said Act.

c. The City Manager shall certify the classification and compensation of each employee of the City of Wichita, and any change of classification or compensation of any employee.

d. The City Manager shall formulate such rules and regulations as shall be necessary to carry out the purposes and intent of this Ordinance, and to establish equitable conditions of employment under the various departments and employees, including all available employee benefits.

e. The Human Resources Director shall keep permanent records of the certification of classification and payment as is provided for in this Ordinance.

f. The City Manager is authorized to adjust the scheduled pay ranges for specific positions, in an amount not to exceed 10%, to avoid inequities or address compression issues which may arise. In the event the City Manager exercises this authority to adjust the pay ranges, he/she shall make available to the City Council, upon request, information regarding such adjustment, and such adjustments shall be reflected in future general ordinances establishing position classifications and pay rates.

g. If the City Manager of the City of Wichita should decide to create a new classification of positions and prescribe payments for such classifications, he/she shall make available a statement of the duties and responsibilities of such classification, together with the proposed compensation for such classification to the City Council upon request.

h. The City of Wichita is hereby authorized to withhold from the salaries and wages of its employees such sums as they may designate.

i. The City Manager is authorized to establish pay plans for employees who are exempt from the provisions of the Fair Labor Standards Act. The City Manager shall determine the actual pay for each position within the minimum and maximum pay levels for the position.

j. Any compensation granted as a bonus or one-time payment to an employee in any retirement plan will not be subject to retirement withholding nor will it be included in the final average salary of a retiring employee.

k. Nothing in this Section shall be construed in any way to limit the administrative discretion of the City Manager to, within budgetary limits, increase or decrease pay rates of individual positions within the pay ranges prescribed for the position classifications, provided the certification is made to the Human Resources Director as provided herein.

SECTION 4. A listing of the position classifications and their pay ranges, as reflected in the current salary ordinance, is provided by appendix to this Section.

SECTION 5. Ordinance No. 48-586 is hereby repealed.

SECTION 6. This ordinance shall take effect on December 24, 2011, and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this 13th day of December.

_____
Carl Brewer, Mayor

Attest: _____

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law and City Attorney

ORDINANCE NO. 49-167
Non-exempt Salary

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 48-993.

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

SECTION 1. A schedule of standard pay ranges established for classifications in ***Wichita Transit*** represented by Teamsters Union Local #795, and in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 24, 2011 - December 21, 2012

Range	A	B	C	D	E	F	G
312	$10.5197	$10.7826	$11.0521	$11.3284	$11.6116	$11.9019	$12.1994
314	$11.9481	$12.2468	$12.5093	$12.8669	$13.1885	$13.5182	$13.8563
315	$11.9481	$12.2468	$12.5093	$12.8669	$13.1885	$13.5182	$13.8563
316	$12.4821	$12.7942	$13.1140	$13.4419	$13.7778	$14.1222	$14.4755
317	$13.3754	$13.7098	$14.0524	$14.4038	$14.7638	$15.1330	$15.5113
320	$15.3396	$15.7231	$16.1162	$16.5190	$16.9322	$17.3554	$17.7892

Range	H	I	J	K	L	M	N	O
312	$12.5044	$12.8170	$13.1374	$13.4659	$13.8024	$14.1477	$14.5013	$14.8638
314	$14.2025	$14.5578	$14.9215	$15.2946	$15.6769	$16.0690	$16.4707	$16.8826
315	$14.2025	$14.5578	$14.9215	$15.2946	$15.6769	$16.0690	$16.4707	$16.8826
316	$14.8373	$15.2082	$15.5885	$15.9782	$16.3777	$16.7870	$17.2068	$17.6369
317	$15.8993	$16.2966	$16.7040	$17.1216	$17.5496	$17.9883	$18.4381	$18.8991
320	$18.2339	$18.6897	$19.1571	$19.6359	$20.1267	$20.6301	$21.1459	$21.6744

December 22, 2012 - December 20, 2013

Range	A	B	C	D	E	F	G
312	10.7827	11.0522	11.3284	11.6116	11.9019	12.1994	12.5044
314	12.2468	12.5530	12.8220	13.1886	13.5182	13.8562	14.2027
315	12.2468	12.5530	12.8220	13.1886	13.5182	13.8562	14.2027
316	12.7942	13.1140	13.4418	13.7779	14.1223	14.4753	14.8373
317	13.7098	14.0525	14.4038	14.7639	15.1329	15.5113	15.8991
320	15.7231	16.1162	16.5191	16.9320	17.3555	17.7893	18.2339

Range	H	I	J	K	L	M	N	O
312	12.8170	13.1374	13.4659	13.8026	14.1475	14.5014	14.8638	15.2354
314	14.5576	14.9217	15.2946	15.6770	16.0688	16.4708	16.8825	17.3046
315	14.5576	14.9217	15.2946	15.6770	16.0688	16.4708	16.8825	17.3046
316	15.2082	15.5884	15.9782	16.3777	16.7871	17.2067	17.6369	18.0778
317	16.2968	16.7040	17.1216	17.5496	17.9884	18.4380	18.8991	19.3715
320	18.6898	19.1570	19.6361	20.1268	20.6299	21.1458	21.6745	22.2163

SECTION 2. A schedule of standard pay ranges established for classifications for ***temporary, seasonal and/or intermittent*** positions that are City employees and treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 24, 2011 - December 20, 2013

Range	A	B	C	D	E	F	G
406	7.9936	8.1934	8.3983	8.6082	8.8234	9.0440	9.2701
407	8.2977	8.5051	8.7178	8.9357	9.1591	9.3881	9.6228
408	8.6204	8.8359	9.0568	9.2833	9.5153	9.7532	9.9971
409	8.9723	9.1966	9.4265	9.6622	9.9037	10.1513	10.4051
410	9.3406	9.5741	9.8134	10.0588	10.3102	10.5680	10.8322
411	9.7134	9.9562	10.2051	10.4603	10.7218	10.9898	11.2646
412	10.1304	10.3837	10.6432	10.9093	11.1821	11.4616	11.7482
414	11.0115	11.2868	11.5690	11.8582	12.1547	12.4585	12.7700
415	11.5022	11.7898	12.0845	12.3866	12.6963	13.0137	13.3391
416	12.0150	12.3154	12.6233	12.9389	13.2623	13.5939	13.9337
417	12.5606	12.8746	13.1965	13.5264	13.8646	14.2112	14.5665

Range	H	I	J	K	L	M	N	O
406	9.5019	9.7394	9.9829	10.2325	10.4883	10.7505	11.0192	11.2947
407	9.8634	10.1099	10.3627	10.6218	10.8873	11.1595	11.4385	11.7244
408	10.2470	10.5032	10.7657	11.0349	11.3108	11.5935	11.8834	12.1804
409	10.6653	10.9319	11.2052	11.4853	11.7724	12.0668	12.3684	12.6776
410	11.1030	11.3806	11.6651	11.9567	12.2556	12.5620	12.8761	13.1980
411	11.5462	11.8348	12.1307	12.4340	12.7448	13.0634	13.3900	13.7248
412	12.0419	12.3429	12.6515	12.9678	13.2920	13.6243	13.9649	14.3140
414	13.0893	13.4165	13.7519	14.0957	14.4481	14.8093	15.1795	15.5590
415	13.6725	14.0144	14.3647	14.7238	15.0919	15.4692	15.8560	16.2524
416	14.2821	14.6391	15.0051	15.3802	15.7647	16.1589	16.5628	16.9769
417	14.9306	15.3039	15.6865	16.0786	16.4806	16.8926	17.3149	17.7478

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SECTION 3. A schedule of standard pay ranges established for positions in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 24, 2011 - December 21, 2012

Range	A	B	C	D	E	F	G
602	7.5081	7.6959	7.8883	8.0855	8.2876	8.4948	8.7072
606	8.1934	8.3982	8.6083	8.8234	9.0440	9.2701	9.5019
607	8.5051	8.7177	8.9357	9.1591	9.3881	9.6228	9.8634
608	8.8359	9.0568	9.2832	9.5154	9.7532	9.9970	10.2470
609	9.1966	9.4265	9.6622	9.9038	10.1513	10.4051	10.6652
610	9.5741	9.8135	10.0587	10.3103	10.5680	10.8322	11.1030
611	9.9562	10.2051	10.4602	10.7218	10.9898	11.2645	11.5462
612	10.3837	10.6433	10.9093	11.1820	11.4617	11.7481	12.0419
613	10.8170	11.0874	11.3646	11.6487	11.9399	12.2384	12.5444
614	11.2868	11.5690	11.8582	12.1547	12.4586	12.7700	13.0893
615	11.7898	12.0845	12.3866	12.6963	13.0137	13.3390	13.6726
616	12.3154	12.6233	12.9389	13.2624	13.5939	13.9337	14.2820
617	12.8746	13.1965	13.5264	13.8646	14.2112	14.5665	14.9307
618	13.4686	13.8053	14.1504	14.5042	14.8668	15.2385	15.6194
619	14.0984	14.4508	14.8121	15.1824	15.5620	15.9509	16.3498
620	14.7498	15.1185	15.4965	15.8839	16.2810	16.6880	17.1052
621	15.4660	15.8528	16.2490	16.6552	17.0717	17.4984	17.9359
622	16.2139	16.6192	17.0347	17.4606	17.8971	18.3445	18.8031
623	17.0001	17.4251	17.8607	18.3072	18.7649	19.2340	19.7150
624	17.8466	18.2928	18.7501	19.2189	19.6993	20.1918	20.6966
625	18.7355	19.2038	19.6839	20.1760	20.6804	21.1974	21.7273
626	19.6787	20.1707	20.6750	21.1918	21.7216	22.2646	22.8213
627	20.6787	21.1956	21.7255	22.2686	22.8253	23.3959	23.9809

Range	H	I	J	K	L	M	N	O
602	8.9249	9.1479	9.3767	9.6111	9.8514	10.0976	10.3500	10.6089
606	9.7394	9.9829	10.2325	10.4883	10.7505	11.0193	11.2947	11.5771
607	10.1100	10.3626	10.6218	10.8873	11.1595	11.4385	11.7245	12.0175
608	10.5032	10.7658	11.0348	11.3108	11.5936	11.8833	12.1805	12.4849
609	10.9319	11.2052	11.4853	11.7724	12.0667	12.3685	12.6776	12.9945
610	11.3806	11.6651	11.9567	12.2556	12.5620	12.8761	13.1980	13.5280
611	11.8349	12.1307	12.4340	12.7449	13.0634	13.3900	13.7248	14.0679
612	12.3429	12.6515	12.9678	13.2920	13.6243	13.9649	14.3140	14.6719
613	12.8580	13.1795	13.5089	13.8466	14.1929	14.5476	14.9113	15.2841
614	13.4165	13.7519	14.0957	14.4481	14.8093	15.1795	15.5590	15.9480
615	14.0143	14.3648	14.7238	15.0919	15.4692	15.8559	16.2524	16.6587
616	14.6392	15.0051	15.3802	15.7647	16.1588	16.5629	16.9769	17.4013
617	15.3039	15.6865	16.0787	16.4806	16.8926	17.3149	17.7478	18.1915
618	16.0099	16.4101	16.8204	17.2409	17.6719	18.1137	18.5665	19.0308
619	16.7584	17.1775	17.6068	18.0471	18.4983	18.9607	19.4347	19.9206
620	17.5328	17.9712	18.4205	18.8810	19.3530	19.8368	20.3327	20.8411
621	18.3843	18.8439	19.3150	19.7979	20.2928	20.8001	21.3201	21.8531
622	19.2732	19.7550	20.2489	20.7551	21.2740	21.8059	22.3510	22.9098
623	20.2078	20.7130	21.2308	21.7616	22.3056	22.8632	23.4348	24.0207
624	21.2140	21.7444	22.2880	22.8452	23.4163	24.0017	24.6017	25.2167
625	22.2706	22.8274	23.3980	23.9830	24.5825	25.1971	25.8270	26.4727
626	23.3918	23.9766	24.5760	25.1904	25.8202	26.4657	27.1273	27.8055
627	24.5804	25.1949	25.8248	26.4704	27.1322	27.8105	28.5058	29.2183

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 22, 2012 - December 20, 2013

Range	A	B	C	D	E	F	G
602	7.6958	7.8883	8.0855	8.2876	8.4948	8.7072	8.9248
606	8.3983	8.6082	8.8235	9.0440	9.2701	9.5019	9.7394
607	8.7178	8.9357	9.1591	9.3881	9.6228	9.8634	10.1100
608	9.0568	9.2832	9.5153	9.7533	9.9970	10.2470	10.5032
609	9.4265	9.6622	9.9037	10.1513	10.4051	10.6652	10.9319
610	9.8135	10.0588	10.3102	10.5680	10.8322	11.1030	11.3806
611	10.2051	10.4602	10.7217	10.9899	11.2646	11.5462	11.8349
612	10.6433	10.9094	11.1820	11.4616	11.7482	12.0418	12.3430
613	11.0875	11.3646	11.6487	11.9399	12.2384	12.5444	12.8580
614	11.5690	11.8582	12.1547	12.4585	12.7700	13.0892	13.4165
615	12.0845	12.3867	12.6963	13.0137	13.3391	13.6725	14.0144
616	12.6233	12.9389	13.2624	13.5939	13.9337	14.2821	14.6391
617	13.1965	13.5264	13.8646	14.2112	14.5665	14.9306	15.3039
618	13.8053	14.1504	14.5042	14.8668	15.2385	15.6194	16.0098
619	14.4508	14.8120	15.1824	15.5620	15.9510	16.3497	16.7585
620	15.1185	15.4965	15.8839	16.2810	16.6880	17.1052	17.5328
621	15.8527	16.2491	16.6552	17.0716	17.4985	17.9358	18.3843
622	16.6192	17.0347	17.4605	17.8971	18.3445	18.8031	19.2732
623	17.4251	17.8607	18.3072	18.7649	19.2340	19.7149	20.2078
624	18.2927	18.7501	19.2189	19.6993	20.1918	20.6966	21.2140
625	19.2038	19.6839	20.1760	20.6804	21.1974	21.7273	22.2705
626	20.1706	20.6749	21.1918	21.7216	22.2646	22.8213	23.3919
627	21.1956	21.7255	22.2686	22.8254	23.3959	23.9808	24.5804

Range	H	I	J	K	L	M	N	O
602	9.1480	9.3766	9.6111	9.8514	10.0977	10.3500	10.6088	10.8741
606	9.9829	10.2325	10.4883	10.7505	11.0193	11.2947	11.5770	11.8665
607	10.3627	10.6217	10.8873	11.1595	11.4385	11.7244	12.0176	12.3179
608	10.7658	11.0349	11.3107	11.5935	11.8834	12.1804	12.4850	12.7970
609	11.2052	11.4853	11.7725	12.0667	12.3684	12.6777	12.9946	13.3194
610	11.6651	11.9567	12.2556	12.5620	12.8760	13.1980	13.5280	13.8661
611	12.1307	12.4339	12.7448	13.0635	13.3900	13.7247	14.0679	14.4196
612	12.6515	12.9678	13.2920	13.6243	13.9649	14.3140	14.6719	15.0386
613	13.1795	13.5089	13.8466	14.1928	14.5477	14.9113	15.2841	15.6662
614	13.7519	14.0957	14.4481	14.8093	15.1795	15.5590	15.9480	16.3467
615	14.3647	14.7239	15.0919	15.4692	15.8559	16.2523	16.6587	17.0752
616	15.0051	15.3802	15.7647	16.1588	16.5628	16.9769	17.4013	17.8364
617	15.6865	16.0787	16.4806	16.8926	17.3149	17.7478	18.1915	18.6463
618	16.4101	16.8204	17.2409	17.6719	18.1137	18.5665	19.0307	19.5065
619	17.1774	17.6069	18.0470	18.4982	18.9607	19.4347	19.9206	20.4186
620	17.9712	18.4205	18.8810	19.3530	19.8369	20.3327	20.8410	21.3621
621	18.8439	19.3150	19.7979	20.2928	20.8002	21.3201	21.8531	22.3994
622	19.7550	20.2489	20.7551	21.2740	21.8058	22.3510	22.9098	23.4825
623	20.7130	21.2308	21.7616	22.3056	22.8633	23.4348	24.0206	24.6212
624	21.7444	22.2880	22.8452	23.4163	24.0017	24.6018	25.2168	25.8472
625	22.8273	23.3980	23.9829	24.5825	25.1970	25.8270	26.4727	27.1345
626	23.9766	24.5760	25.1904	25.8202	26.4657	27.1273	27.8055	28.5006
627	25.1949	25.8248	26.4704	27.1322	27.8105	28.5058	29.2184	29.9488

SECTION 4. A schedule of standard pay ranges established for ***Airport Safety*** positions in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
Effective December 24, 2011 – December 21, 2012

Range	A	B	C	D	E	F	G
691*							
24 Hour Shift	12.3531	12.6618	12.9784	13.3029	13.6355	13.9764	14.3257
40 Hour Week	17.2943	17.7267	18.1697	18.6240	19.0896	19.5669	20.0561
692*							
24 Hour Shift	13.5883	13.9281	14.2763	14.6333	14.9990	15.3740	15.7583
40 Hour Week	19.0237	19.4992	19.9868	20.4865	20.9985	21.5235	22.0617

Range	H	I	J	K	L	M	N	O
691*								
24 Hour Shift	14.6839	15.0510	15.4273	15.8130	16.2083	16.6134	17.0287	17.4544
40 Hour Week	20.5574	21.0714	21.5982	22.1381	22.6915	23.2589	23.8403	24.4362
692*								
24 Hour Shift	16.1523	16.5561	16.9699	17.3943	17.8291	18.2748	18.7316	19.2000
40 Hour Week	22.6133	23.1785	23.7580	24.3520	24.9608	25.5846	26.2243	26.8800

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
Effective December 22, 2012 – December 20, 2013

Range	A	B	C	D	E	F	G
691*							
24 Hour Shift	12.6619	12.9784	13.3029	13.6355	13.9764	14.3258	14.6839
40 Hour Week	17.7266	18.1698	18.6240	19.0896	19.5668	20.0560	20.5575
692*							
24 Hour Shift	13.9280	14.2763	14.6332	14.9991	15.3739	15.7584	16.1522
40 Hour Week	19.4992	19.9867	20.4865	20.9986	21.5235	22.0616	22.6132

Range	H	I	J	K	L	M	N	O
691*								
24 Hour Shift	15.0510	15.4273	15.8130	16.2084	16.6135	17.0288	17.4544	17.8908
40 Hour Week	21.0714	21.5982	22.1382	22.6915	23.2588	23.8404	24.4363	25.0472
692*								
24 Hour Shift	16.5561	16.9700	17.3942	17.8292	18.2749	18.7317	19.1999	19.6800
40 Hour Week	23.1786	23.7580	24.3519	24.9608	25.5848	26.2243	26.8799	27.5520

Hourly rates in this pay range that are designated "24-Hour Shift" are for ***Airport Safety*** positions assigned to work 24-hour shifts with schedules based on a 27-day work period. The rates designated "40-Hour Week" are provided to accommodate the need to assign an employee in a position classification assigned to one of these ranges to a duty requiring that work be performed during a 40-hour per week schedule.

SECTION 5. A schedule of standard pay ranges established for commissioned and non-commissioned positions in the ***Police Department*** that are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 24, 2011 – December 21, 2012

Range	A	B	C	D	E	F	G
710	14.9835	15.3581	15.7421	16.1356	16.5390	16.9525	17.3763
711	15.8815	16.2785	16.6854	17.1026	17.5301	17.9684	18.4176
712	16.9054	17.3280	17.7612	18.2053	18.6604	19.1269	19.6051
714	18.1161	18.5690	19.0332	19.5090	19.9968	20.4967	21.0091
722	19.0770	---	---	---	---	---	---
723	19.9759	20.4753	20.9871	21.5118	22.0496	22.6009	23.1659
724	21.9461	22.4947	23.0571	23.6335	24.2243	24.8300	25.4507
725*	24.1341	24.7374	25.3558	25.9897	26.6395	27.3055	27.9881
727*	---	---	---	---	---	28.8444	29.5656

Range	H	I	J	K	L	M	N	O
710	17.8107	18.2560	18.7124	19.1802	19.6597	20.1512	20.6550	21.1713
711	18.8781	19.3500	19.8338	20.3296	20.8378	21.3588	21.8928	22.4401
712	20.0952	20.5976	21.1125	21.6403	22.1813	22.7359	23.3043	23.8869
714	21.5343	22.0727	22.6245	23.1901	23.7699	24.3641	24.9732	25.5976
722	---	---	---	---	---	---	---	---
723	23.7450	24.3387	24.9471	25.5708	26.2101	26.8653	27.5370	28.2254
724	26.0870	26.7391	27.4076	28.0928	28.7951	29.5150	30.2529	31.0092
725*	28.6878	29.4050	30.1401	30.8936	31.6660	32.4576	33.2691	34.1008
727*	30.3047	31.0623	31.8390	32.6348	33.4507	34.2869	35.1441	36.0227

*Hourly rates in this pay range are for law enforcement positions assigned to work a 42.5-hour per week schedule

SECTION 6. A schedule of standard pay ranges established for commissioned positions in the ***Fire Department*** in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 25, 2010 – December 23, 2011

Range	A	B	C	D	E	F	G
821	16.2772	---	---	---	---	---	---
824	20.5315	21.0448	21.5709	22.1102	22.6629	23.2295	23.8102
827* 24 Hr.	16.2602	16.6667	17.0834	17.5104	17.9482	18.3969	18.8568
827* 40 Hr.	22.7643	23.3334	23.9167	24.5146	25.1275	25.7557	26.3996
891* 24 Hr	13.2692	13.6009	13.9409	14.2895	14.6467	15.0129	15.3882
891* 40 Hr	18.5769	19.0413	19.5173	20.0052	20.5054	21.0180	21.5435
892* 24 Hr	14.6653	15.0320	15.4078	15.7930	16.1878	16.5925	17.0073
892* 40 Hr.	20.5315	21.0448	21.5709	22.1102	22.6629	23.2295	23.8102
893* 24 Hr.	16.2602	16.6667	17.0834	17.5104	17.9482	18.3969	18.8568
893* 40 Hr.	22.7643	23.3334	23.9167	24.5146	25.1275	25.7557	26.3996

Range	H	I	J	K	L	M	N	O
821	---	---	---	---	---	---	---	---
824	24.4055	25.0156	25.6410	26.2820	26.9391	27.6126	28.3029	29.0104
827* 24 Hr.	19.3283	19.8115	20.3068	20.8144	21.3348	21.8682	22.4149	22.9752
827* 40 Hr.	27.0596	27.7361	28.4295	29.1402	29.8687	30.6154	31.3808	32.1653
891* 24 Hr	15.7729	16.1672	16.5714	16.9857	17.4103	17.8456	18.2917	18.7490
891* 40 Hr	22.0820	22.6341	23.2000	23.7800	24.3745	24.9838	25.6084	26.2486
892* 24 Hr	17.4325	17.8683	18.3150	18.7729	19.2422	19.7233	20.2163	20.7217
892 *40 Hr.	24.4055	25.0156	25.6410	26.2820	26.9391	27.6126	28.3029	29.0104
893* 24 Hr.	19.3283	19.8115	20.3068	20.8144	21.3348	21.8682	22.4149	22.9752
893* 40 Hr.	27.0596	27.7361	28.4295	29.1402	29.8687	30.6154	31.3808	32.1653

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 24, 2011 – December 21, 2012

Range	A	B	C	D	E	F	G
821	16.6841	---	---	---	---	---	---
824	21.0448	21.5709	22.1102	22.6629	23.2295	23.8102	24.4055
827* 24 Hr.	16.6667	17.0834	17.5104	17.9482	18.3969	18.8568	19.3283
827* 40 Hr.	23.3334	23.9167	24.5146	25.1275	25.7557	26.3996	27.0596
891* 24 Hr	13.6009	13.9409	14.2895	14.6467	15.0129	15.3882	15.7729
891* 40 Hr	19.0413	19.5173	20.0052	20.5054	21.0180	21.5435	22.0820
892* 24 Hr	15.0320	15.4078	15.7930	16.1878	16.5925	17.0073	17.4325
892* 40 Hr.	21.0448	21.5709	22.1102	22.6629	23.2295	23.8102	24.4055
893* 24 Hr.	16.6667	17.0834	17.5104	17.9482	18.3969	18.8568	19.3283
893* 40 Hr.	23.3334	23.9167	24.5146	25.1275	25.7557	26.3996	27.0596

Range	H	I	J	K	L	M	N	O
821	---	---	---	---	---	---	---	---
824	25.0156	25.6410	26.2820	26.9391	27.6126	28.3029	29.0104	29.7357
827*24 Hr.	19.8115	20.3068	20.8144	21.3348	21.8682	22.4149	22.9752	23.5496
827* 40 Hr.	27.7361	28.4295	29.1402	29.8687	30.6154	31.3808	32.1653	32.9694
891* 24 Hr	16.1672	16.5714	16.9857	17.4103	17.8456	18.2917	18.7490	19.2177
891* 40 Hr	22.6341	23.2000	23.7800	24.3745	24.9838	25.6084	26.2486	26.9048
892* 24 Hr	17.8683	18.3150	18.7729	19.2422	19.7233	20.2163	20.7217	21.2398
892 *40 Hr.	25.0156	25.6410	26.2820	26.9391	27.6126	28.3029	29.0104	29.7357
893* 24 Hr.	19.8115	20.3068	20.8144	21.3348	21.8682	22.4149	22.9752	23.5496
893* 40 Hr.	27.7361	28.4295	29.1402	29.8687	30.6154	31.3808	32.1653	32.9694

December 22, 2012 – December 20, 2013

Range	A	B	C	D	E	F	G
821	17.1012	---	---	---	---	---	---
824	21.5709	22.1102	22.6629	23.2295	23.8102	24.4055	25.0156
827* 24 Hr.	16.6667	17.0834	17.5104	17.9482	18.3969	18.8568	19.3283
827* 40 Hr.	23.3334	23.9167	24.5146	25.1275	25.7557	26.3996	27.0596
891* 24 Hr	13.9409	14.2895	14.6467	15.0129	15.3882	15.7729	16.1672
891* 40 Hr	19.5173	20.0052	20.5054	21.0180	21.5435	22.0820	22.6341
892* 24 Hr	15.4078	15.7930	16.1878	16.5925	17.0073	17.4325	17.8683
892* 40 Hr.	21.5709	22.1102	22.6629	23.2295	23.8102	24.4055	25.0156
893* 24 Hr.	17.0834	17.5104	17.9482	18.3969	18.8568	19.3283	19.8115
893* 40 Hr.	23.9167	24.5146	25.1275	25.7557	26.3996	27.0596	27.7361

Range	H	I	J	K	L	M	N	O
821	---	---	---	---	---	---	---	---
824	25.6410	26.2820	26.9391	27.6126	28.3029	29.0104	29.7357	30.4791
827* 24 Hr.	20.3068	20.8144	21.3348	21.8682	22.4149	22.9752	23.5496	24.1383
827* 40 Hr.	28.4295	29.1402	29.8687	30.6154	31.3808	32.1653	32.9694	33.7937
891* 24 Hr	16.5714	16.9857	17.4103	17.8456	18.2917	18.7490	19.2177	19.6982
891* 40 Hr	23.2000	23.7800	24.3745	24.9838	25.6084	26.2486	26.9048	27.5775
892* 24 Hr	18.3150	18.7729	19.2422	19.7233	20.2163	20.7217	21.2398	21.7708
892 *40 Hr.	25.6410	26.2820	26.9391	27.6126	28.3029	29.0104	29.7357	30.4791
893* 24 Hr.	20.3068	20.8144	21.3348	21.8682	22.4149	22.9752	23.5496	24.1383
893* 40 Hr.	28.4295	29.1402	29.8687	30.6154	31.3808	32.1653	32.9694	33.7937

*****Hourly rates in this pay range that are designated “24-Hour Shift” are for fire protection positions assigned to work hour shifts with schedules based on a 27-day work period. The rates designated “40-Hour Week” are provided to accommodate the need to assign an employee in a position classification assigned to one of these ranges to a duty requiring that work be performed during a 40-hour per week schedule.

SECTION 7. A schedule of standard pay ranges established for professional positions in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 24, 2011 – December 21, 2012

Range	A	B	C	D	E	F	G
926	19.6787	20.1707	20.6751	21.1919	21.7217	22.2645	22.8213
927	20.6787	21.1956	21.7255	22.2686	22.8253	23.3959	23.9808
928	21.7126	22.2555	22.8119	23.3822	23.9668	24.5659	25.1799
929	22.7984	23.3682	23.9524	24.5511	25.1650	25.7942	26.4390

Range	H	I	J	K	L	M	N	O
926	23.3923	23.9766	24.5760	25.1904	25.8202	26.4657	27.1273	27.8055
927	24.5804	25.1949	25.8248	26.4704	27.1322	27.8104	28.5057	29.2183
928	25.8096	26.4547	27.1161	27.7940	28.4890	29.2011	29.9311	30.6794
929	27.1000	27.7774	28.4719	29.1837	29.9134	30.6611	31.4276	32.2134

December 22, 2012 – December 20, 2013

Range	A	B	C	D	E	F	G
926	20.1706	20.6749	21.1919	21.7217	22.2647	22.8212	23.3919
927	21.1956	21.7255	22.2686	22.8254	23.3959	23.9808	24.5803
928	22.2554	22.8119	23.3822	23.9668	24.5659	25.1800	25.8094
929	23.3683	23.9524	24.5512	25.1649	25.7941	26.4391	27.0999

Range	H	I	J	K	L	M	N	O
926	23.9772	24.5760	25.1904	25.8202	26.4657	27.1273	27.8055	28.5006
927	25.1949	25.8248	26.4704	27.1322	27.8105	28.5057	29.2183	29.9488
928	26.4548	27.1161	27.7940	28.4889	29.2012	29.9312	30.6794	31.4464
929	27.7775	28.4718	29.1837	29.9133	30.6612	31.4277	32.2133	33.0187

SECTION 8. <u>Other Provisions</u>

a. Unless otherwise indicated in the schedule contained in Sections 1 through 8 above, the pay ranges enumerated in said Sections shall constitute the total pay received by employees, subject to the following exceptions:

(1) Commissioned officers of the Police Department who are required to wear uniforms while on duty will be issued a complete uniform. All uniform items issued under the uniform program shall remain the property of the City of Wichita.

(2) Commissioned Police Department Personnel, as well as Traffic Safety Officers, Warrant Officers, Station Clerks, and Crime Scene Investigators shall be allowed up to a maximum of $650 in department credit or vouchers for replacement of uniforms and/or civilian attire in accordance with departmental policy. Uniformed employees may expend up to $200 of the allowance for civilian attire each year. This provision applies below the rank of Deputy Police Chief. It does not apply to civilianized positions that are not required to be in uniform.

(3) All members of the Reserve Police Force may, at the discretion of the City Manager, be paid up to but not exceeding the sum of $60.00 per year, in accordance with the clothing maintenance and allowance program promulgated and administered by the City Manager, which program may be revised and amended.

(4) Commissioned officers of the Fire Department who are required to wear uniforms while on duty will be paid up to but not exceeding the additional sum of $625 in 2012 and $650 in 2013. This provision applies to positions below the rank of Deputy Fire Chief.

Protective clothing will be furnished to such members of the Fire Department as may be designated by the Director of the Department. Protective clothing shall include bunkers, coats, boots, and any other items that the City Manager may authorize.

(5) Uniforms may be prescribed for employees in positions whose duties bring them in frequent contact with the public. Department directors may acquire, with approval of the City Manager, uniforms within budgeted amounts.

(6) Service Officers, Security Screeners and Security Officers in the Police Department shall be allowed up to a maximum of $450.00 in department credit or vouchers for replacement of uniforms in accordance with Departmental Policy. No allowance shall be paid in the year of initial uniform issue or any subsequent year in which all new uniforms are issued.

The City Manager may approve an annual uniform allowance or credit vouchers up to a maximum of $125.00 for other noncommissioned City employees required to wear a standardized uniform in the performance of their assigned duties. The allowance will vary depending upon the actual costs of replacing different kinds of uniforms and departmental policy. The City Manager shall determine which positions will require such uniforms and may revise and amend such determination at his/her discretion.

Reimbursement shall be made to eligible employees, of an amount not to exceed $150.00, expended for safety boots that meet the specifications set by the City. The City Manager shall determine which positions are eligible and may revise and amend such determination at his/her discretion.

(7) Commissioned officers of the Police Department who have received a degree from a four-year college or university will receive $110.00 per month for a bachelor's degree or $135.00 per month for a master's degree. The degree must be in Administration of Justice, a related field, or be approved the Department Director and the City Manager. These employees are not eligible for the Tuition Reimbursement program.

(8) Commissioned members of the Fire Department shall receive education pay of $25 per month for associate's degree or $50.00 per month for a bachelor's degree or $75.00 per month for a master's degree in Fire Science from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. These employees are not eligible for the Tuition Reimbursement program.

(9) Airport Police and Fire Officers represented by the Teamsters Union Local #795 shall receive education pay of $50.00 per month for a bachelor's degree or $75.00 per month for a master's degree from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. These employees are not eligible for the Tuition Reimbursement program.

(10) Police Department personnel who are assigned to duty requiring regular and frequent aerial flights shall be entitled to Special Duty Pay, not to exceed $60.00 per pay period in which at least ten (10) flight hours are logged. Special Duty Pay also applies to Police Department personnel who are certified/trained and assigned to bomb duty, clandestine labs, canine or SWAT duty; they shall be compensated $60.00 per pay period in addition to their regular pay. An employee may receive only one category of Special Duty Pay.

(11) IAFF-represented Fire Department personnel who are certified as, and members of, the team assigned to Arson Investigation, Haz-Mat or Technical Rescue, will receive an additional $35.00 per pay period. This provision also applies to Fire Battalion Chiefs who qualify. An employee may receive only one category of Special Duty Pay.

(12) Airport Police and Fire Officers represented by the Teamsters Union Local #795 shall receive $35.00 per pay period in addition to their base pay upon satisfactory completion of an accredited Emergency Medical Technician (EMT) course.

(13) Police Officers who are assigned to Field Training Officer duty shall be entitled to an additional $0.80 per hour while actually assigned to the training of newly commissioned officers and newly commissioned reserve police officers. This shall occur only during the training cycle or remedial training cycle established for such new officers (or such training cycle as may be approved by the Chief of Police). Police Sergeants who are assigned to a Police Field Training Sergeant duty shall be entitled to an additional $0.70 per hour while actually assigned to supervise the training of newly commissioned officers and newly commissioned reserve police officers. This pay shall only occur during the training cycle or remedial training cycle established for such new officers (or such Training cycle as may be approved by the Chief of Police).

(14) FOP-represented employees who opt to take and pass an annual fitness test will receive a $100 bonus for each year in which they pass the test.

(15) Sports Officials, if City employees, will be paid on a <u>per game</u> basis with pay ranging from $18 to $60 per game. Individual rates depend on the specific sport and/or certification level of the official.

(16) Shift differential will be paid at a rate of $.75 per hour for hours actually worked between 6:00 p.m. and 6:00 a.m. for full-time non-exempt employees represented by the Service Employees' International Union or by Employees' Council.

The following work time will be used to differentiate between shifts for employees in the Fire Department represented by the International Association of Fire fighters:

1st Shift: From	4:00 a.m. to 2:59 p.m.
2nd Shift: From	3:00 p.m. to 9:59 p.m.
3rd Shift: From	10:00 p.m. to 3:59 a.m.

The following work time will be used to differentiate between shifts for employees represented by the Fraternal Order of Police:

1st Shift: From	6:00 a.m.	To: 10:00 a.m.
2nd Shift: From	10:00 a.m.	To: 5:00 p.m.
3rd Shift: From	5:00 p.m.	To: 11:00 pm.
4th Shift: From	11:00 p.m.	To: 6:00 a.m.

Employees represented by the Fraternal Order of Police shall receive $0.75 per hour shift differential for 2nd, 3rd and 4th shift, in addition to regular wages.

Employees of the Fire Department represented by the International Association of Fire Fighters who work a 40 hour week will receive $0.15 per hour differential for 2nd shift and $0.25 per hour for 3rd shift.

(17) An employee who is put on standby status shall be compensated at the rate of $1.00 per hour for every hour on standby status.

(18) Allowance for travel expenses or for the use of personally owned vehicles may be made by the City Manager; and such other expenses incurred in, and as part of, official City business as shall be authorized and approved by the City Manager.

Any subsistence furnished employees shall be deducted from the gross pay in the amount of the equivalent cash value as determined by the City Manager.

(19) In recognition of long and faithful service the City Manager may approve longevity pay for certain employees in addition to other remuneration received. Such payments may commence upon the completion of six years total accumulative municipal employment, and continue each year thereafter so long as an employee shall remain in the active service of the City. The payment shall be an amount not to exceed $2.00 times the total years of service, per month, e.g., $2.00 X 10 years of service = $20.00 per month payment. For employees with over eleven years accumulative CIty employment, the payment shall be $5.00 time the total years of service per month, e.g., $5.00 X 12 years of service = $60.00 per month in payment. Refer to the Memorandum of Agreement for longevity pay for Teamsters Union Local #795 (Transit) positions.

(20) The City Manager may authorize compensation to employees serving in an acting capacity, at the pay range of such position being filled, when such acting capacity is expected to exceed four (4) weeks, or in accordance with approved Memoranda of Agreement with recognized employee organizations.

(21) If an employee moves into a new classification because of a reclassification, or if an employee receives a pay range reduction, and if the employee's pay is more than the maximum pay in the new range, the employee's pay will be reduced to the maximum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate. Such employees may not receive further merit or cost of living increases until the pay range equals or exceeds the amount paid the employee.

If an employee moves into a higher classification due to a reclassification, and if the employee's pay falls below the minimum of the new range, the employee's pay will be increased to the minimum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate for up to six months following the reclassification.

b. In addition to the compensation provided for above, there shall be paid to each employee coming within the provisions of the Kansas Workers' Compensation Act during any period of total disability compensable under said Act for a period not exceeding 90 consecutive calendar days from date of injury, his/her net pay less compensation payments received under the provisions of said Act.

c. The City Manager shall certify the classification and compensation of each employee of the City of Wichita, and any change of classification or compensation of any employee.

d. The City Manager shall formulate such rules and regulations as shall be necessary to carry out the purposes and intent of this Ordinance, and to establish equitable conditions of employment under the various departments and employees, including all available employee benefits.

e. The Human Resources Director shall keep permanent records of the certification of classification and payment as is provided for in this Ordinance.

f. The City Manager is authorized to adjust the scheduled pay ranges for specific positions, in an amount not to exceed 10%, to avoid inequities or address compression issues which may arise. In the event the City Manager exercises this authority to adjust the pay ranges, he/she shall make available to the City Council, upon request, information regarding such adjustment, and such adjustments shall be reflected in future general ordinances establishing position classifications and pay rates.

g. If the City Manager of the City of Wichita should decide to create a new classification of positions and prescribe payments for such classifications, he/she shall make available a statement of the duties and responsibilities of such classification, together with the proposed compensation for such classification to the City Council upon request.

h. The City of Wichita is hereby authorized to withhold from the salaries and wages of its employees such sums as they may designate.

i. Any compensation granted as a bonus or one-time payment to an employee in any retirement plan will not be subject to retirement withholding nor will it be included in the final average salary of a retiring employee.

j. Nothing in this Section shall be construed in any way to limit the administrative discretion of the City Manager to, within budgetary limits, increase or decrease pay rates of individual positions within the pay ranges prescribed for the position classifications, provided the certification is made to the Human Resources Director as provided herein.

SECTION 9. Ordinance No**. 48-993** is hereby repealed.

SECTION 10. This ordinance shall take effect on December 24, 2011 and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this 13th day of December 2011.

_____
Carl Brewer, Mayor

Attest: _____

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

ORDINANCE NO. 49-170

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. 48-994

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

SECTION 1. The rates of pay for all positions allocated to the titles below are prescribed according to the following schedule.

Class Title	Pay Range Number
Account Clerk I	617
Account Clerk II	619
Account Clerk III	621
Administrative Aide I	620
Administrative Aide II	623
Administrative Aide III	926
Administrative Assistant	928
Administrative Secretary	621
Airport Building Maintenance Mechanic	623
Airport Building Maintenance Supervisor	626
Airport Custodial Supervisor	622
Airport Equipment Maintenance Supervisor	627
Airport Field Maintenance Supervisor	625
Airport Operations Officer	621
Airport Police and Fire Officer I	691
Airport Police and Fire Officer II	692
Airport Public Safety Supervisor	893 or 827
Airport Services Officer	621
Animal Control Officer I	619
Animal Control Officer II	621
Animal Display Attendant	619
Animal Shelter Supervisor	623
Assistant Airport Public Safety Supervisor	892 or 824
Assistant Golf Course Maintenance Supervisor	621
Associate Accountant	623
Bailiff	617
Body Shop Mechanic I	622
Body Shop Mechanic II	623
Building Attendant	609
Building Permit Examiner	625
Bus Mechanic A	320
Bus Mechanic B	317
Bus Mechanic's Helper	315
Bus Operator	316
Bus Utility Worker	312
Child Development Specialist	927
Clerical Aide	609
Clerk II	615
Clerk III	617
Combination Inspector	627
Combination Neighborhood Inspector	627
Community Health Nurse I	927
Community Health Nurse II	929

Class Title	Pay Range Number
Construction Inspector I	623
Construction Inspector II	625
Crime Scene Investigator	714
Crime Scene Supervisor	626
Custodial Guard	615
Custodial Supervisor	621
Custodial Worker I	615
Custodial Worker II	617
Customer Clerk	412
Customer Service Clerk I	617
Customer Service Clerk II	619
Department Intern	612
Deputy City Clerk	927
Docket Clerk	618
Electrical and Elevator Inspector II	625
Electrical and Elevator Inspector III	627
Electrical Inspector	623
Electrical Technician	627
Electrician I	621
Electrician II	623
Electronics Technician I	623
Electronics Technician II	625
Electronics Technician III	627
Elevator Inspector	623
Engineering Aide I	618
Engineering Aide II	620
Engineering Aide III	623
Engineering Technician I	624
Engineering Technician II	626
Environmental Inspector	410
Equipment Operator I	617
Equipment Operator II	619
Equipment Operator III	620
Event Worker I	615
Event Worker II	617
Field Supervisor	625
Field Worker I	406
Field Worker II	414
Fire Captain	893 or 827
Fire Fighter	891 or 822
Fire Investigator I	892 or 824
Fire Investigator II	893 or 827
Fire Lieutenant	892 or 824
Fire Medical Training Officer	893 or 827
Fire Prevention Inspector I	892 or 824
Fire Prevention Inspector II	893 or 827
Fire Prevention Training Instructor I	892 or 824
Fire Prevention Training Instructor II	893 or 827
Fire Protection Systems Specialist	893 or 827
Fire Recruit	821
Fire Training Instructor	893 or 827
Forensic Examiner	929

Class Title	**Pay Range Number**
Gardener I	617
Gardener II	618
Gardening Supervisor I	619
Gardening Supervisor II	621
General Supervisor I	623
General Supervisor II	624
Greenskeeper	617
Grounds Maintenance Supervisor	621
Guard	617
Head Lifeguard	**~~103~~ 412**
Heating and Air Conditioning Mechanic	623
Helicopter Mechanic	627
Information Systems Coordinator	926
Inspector	622
Instructor I	415
Instructor II	417
Irrigation System Supervisor	623
Labor Supervisor I	621
Labor Supervisor II	622
Laboratory Technician	620
Laborer	616
Legal Assistant	623
Legal Secretary	620
Library Assistant I	615
Library Assistant II	617
Library Assistant III	619
Library Assistant IV	621
Library Assistant V	622
Lifeguard I	**~~101~~406**
Lifeguard II	**~~102~~ 408**
Machinist Mechanic	622
Maintenance Mechanic	621
Maintenance Mechanic Supervisor	622
Maintenance Specialist	619
Maintenance Technician	626
Maintenance Worker	617
Mechanic I	618
Mechanic II	622
Mechanic III	623
Mechanic Supervisor	624
Mechanical Inspector	623
Museum Interpreter	415
Neighborhood Inspector I	623
Neighborhood Inspector II	625
Neighborhood Inspector III	626
Office Aide I	406
Office Aide II	409
Operations Supervisor I	623
Operations Supervisor II	624
Outreach Worker	613

Class Title	Pay Range Number
Parts Clerk	622
Photographer	619
Photo Technician	617
Planning Aide	623
Planning Analyst	927
Plant Operator	622
Plumber	623
Plumbing and Mechanical Inspector II	625
Plumbing and Mechanical Inspector III	627
Plumbing Inspector	623
Police Detective	724
Police Lieutenant	727
Police Officer	723
Police Recruit	722
Police Sergeant	725
Preparator	623
Probation Officer	625
Property Clerk	621
Public Health Sanitarian I	625
Radio Dispatcher	621
Recreation Aide	406
Recreation Leader I	409
Recreation Leader II	412
Rehabilitation Loan Specialist	627
Rehabilitation Specialist I	623
Rehabilitation Specialist II	625
Right-of-Way/Utility Coordinator	929
Scorekeeper	406
Secretary	619
Security Officer	621
Security Screener	617
Senior Building Permit Examiner	627
Senior Storekeeper	621
Senior Traffic Investigator	621
Service Attendant	616
Service Officer I	620
Service Officer II	623
Sewer Line Technician	622
Sign Painter	621
Signal Electrician	625
Signal Technician	626
Special Water Service Representative	620
SPIDER Dispatcher	621
Sports Official	Unspecified*
Sports Supervisor	411
Station Clerk	710
Storekeeper	619
Street Inspector	623
Street Inspector Supervisor	624
Swimming Pool Manager	415
Systems Analyst I	927
Telecommunications Coordinator	929
Ticket Clerk	406
Traffic Investigator	619
Traffic Signal Mechanic	619

Class Title	**Pay Range Number**
Tree Maintenance Aide	616
Tree Maintenance General Supervisor	624
Tree Maintenance Inspector	623
Tree Maintenance Supervisor	623
Tree Maintenance Worker I	619
Tree Maintenance Worker II	621
Van Driver	314
Warrant Officer	712
Water Line Technician	620
Water Meter Reader	619
Water Utility Worker	618
WHA Inspector	625

*As stated in the Non-exempt Salary Ordinance, Sports Officials are paid based on the sport involved and/or the qualifications/certifications of the individual. No range is stated.

SECTION 2. Ordinance No. **48-994** is hereby repealed.

SECTION 3. This ordinance shall take effect on **December 24, 2011**and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this 13th day of December 2011.

_____
Carl Brewer, Mayor

Attest: _____

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
December 6, 2011

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structure (District I)

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolution.

Background: On October 18, 2011, a report was submitted with respect to the dangerous and unsafe conditions on the property below. The Council adopted a resolution providing for a public hearing to be held on the condemnation action at 9:30 a.m. or soon thereafter, on December 6, 2011.

Analysis: On October 3, 2011, the Board of Code Standards and Appeals (BCSA) held a hearing on the residential property listed below

Property Address	Council District
a. 1546 North Grove	I

Detailed information/analysis concerning this property is included in the attachments.

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 resolution and notice of hearing was reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution declaring the building to be a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair any structure would be contingent on the following: (1) All taxes have been paid to date as of December 6, 2011; (2) the structure has been secured as of December 6, 2011, and will continue to be kept secured; and (3) the premise is mowed and free of debris as of December 6, 2011, and will be so maintained during renovation.

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

Attachments: Memorandums to Council, case summary, and resolution.

DATE: November 18, 2011

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1546 N GROVE

LEGAL DESCRIPTION: LOT 21, MCCOOL & LAMBE'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one and one half story frame dwelling about 44 x 24 feet in size. Vacant and open, this structure has shifting and cracking concrete block basement walls; sagging 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 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

DATE: November 18, 2011

BCSA GROUP # 2

ADDRESS: 1546 N GROVE

ACTIVE FIELD FILE STARTED: September 5, 2007

NOTICE(S) ISSUED: Since September 5, 2007, two notice of improvements and numerous violation notices have been issued. In April 2007, an environmental case was initiated resulting in owner compliance. In July 2008, July 2009 and September 2011, tall grass and weed cases were initiated all resulting in owner compliance. It should be noted that a uniform criminal complaint has been issued regarding this property and it has been the subject of neighborhood court.

PRE-CONDEMNATION LETTER: January 25, 2010

TAX INFORMATION: The 2008, 2009 and 2010 taxes are delinquent in the amount of $1,685.08, which includes interest.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Building material, tree waste, paint cans and trash containers.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: There have been no reported police incidents at this location within the last five years.

FORMAL CONDEMNATION ACTION INITIATED: February 3, 2011

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

HISTORIC PRESERVATION REPORT: Not eligible

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the April 4, 2011, BCSA hearing James Fairley, the property owner, was at the meeting.

The active file for this property was started on September 5, 2007. In April of 2007, an Environmental case was initiated and was brought into compliance by the owner. In July of 2008, and again in July of 2009, Tall Grass & Weeds cases were initiated against the property. The owner brought the site into compliance on each occurrence. Formal condemnation action was started on February 3, 2011. The taxes are delinquent for 2007, 2008, 2009, and 2010 in the amount of $1,920.67. There are building materials and bulky waste on the premise. No repairs have been made, and the structure is not secure. The property is up for historical review and may be designated as an historical resource or placed on the register of historic properties.

Mr. Fairley explained that he had acquired the property in October of 2010. He told the Board

that some work had been done on the deck, and most of the work had been completed on the interior. Mr. Fairley said his plan was to bring the property into compliance. He requested that the Board grant him nine months to pay the property taxes so he could also continue to make the necessary repairs. He anticipated having the foundation repaired during the upcoming summer months, hopefully by August. The delinquent taxes, Mr. Fairley said, should be paid within the next six to nine months.

Board Member Hentzen inquired whether Mr. Fairley had received any cost information for the repairs on the foundation. Mr. Fairley said he had received some cost estimates, and he had contacted someone who might be able to realign the foundation wall without having to rebuild it. Board Member Youle asked if Mr. Fairley had an estimate for the rest of the required repairs. Mr. Fairley responded that he did not have estimates for the remainder of the repairs, wanting to concentrate on paying the taxes and having the foundation repaired before beginning work on the roof. Board Member Youle emphasized that it would be unusual for the Board to grant beyond six months for exterior repairs.

Board Member Youle made a motion to allow until the May meeting for Mr. Fairley to obtain estimates for the repairs needed to the foundation, the roof, and the remaining repairs needed for the exterior and to present the information to the Board at the May meeting, meanwhile maintaining the site in a clean and secure condition. Board Member Harder seconded the motion. The motion passed.

At the May 2, 2011, BCSA hearing the property owner, Mr. James Fairley, was present at the hearing.

At the April 4, 2011, meeting, this property was presented to the Board for the first time. At that hearing, the Board approved a motion to allow until the May meeting for Mr. Fairley to obtain estimates for the repairs to the foundation, roof, and other exterior violations, and to report his findings at the May meeting. In the interim, Mr. Fairley was to maintain the property in a clean and secure condition.

The 2007, 2008, 2009, and 2010 taxes are still delinquent in the amount of $1,929.54. There are no Special Assessments against the property. There was some bulky waste and construction debris on the premises; no repairs had been made by the last site inspection; there were two open windows noted.

Mr. Fairley said the house was no longer open; and the building materials were being organized more neatly. Although there was still some trash on the site, Mr. Fairley said he would get it cleared from the premises. He provided copies of estimates for the needed repairs to the Board Members. Mr. Fairley told the Board that he was still waiting on a promised estimate for the siding. The previous owner of the property told him that the roof has a fifteen-year guarantee, and it is only seven years old, Mr. Fairley explained. He said he will talk with the area inspector about what is specifically needed on the roof repairs. He said he would pay one year of the delinquent taxes within the next two weeks, and make payment arrangements for the remaining amount. The first item scheduled for repair will be the foundation, Mr. Fairley said. It will take approximately sixty days to have the foundation repairs completed, and then he will have the roof repaired, and then the siding will be repaired. Board Member Harder emphasized that all exterior work needed to be complete within 180 days or less; that would include the thirty days since Mr. Fairley's appearance before the Board at the April meeting.

Board Member Harder made a motion to allow until the July meeting to work on the repairs,

reporting back to the Board on the progress at that meeting, maintaining the property in a clean and secure condition in the interim. Board Member Youle seconded the motion. The motion was approved.

At the July 11, 2011, BCSA hearing Mr. James Fairley attended the hearing on behalf of this property.

At the April 4, 2011, regular monthly meeting, Mr. Fairley was present, and at that time the Board approved a motion to allow until the July 11, 2011, hearing for Mr. Fairley to begin making repairs, maintaining the site in a clean and secure condition in the interim, and report to the Board on the status of repairs. The taxes are delinquent for 2007, 2008, 2009, and 2010 in the amount of $1,949.55. The premise has bulky waste and building debris on it. In April 2011, a permit was issued for the foundation repair. At the last site visit, the foundation repairs had not been completed.

Mr. Fairley addressed the Board and explained that most of the items that have been labeled as debris are actually materials that he is using for construction. The foundation wall has been completed and inspected. Mr. Fairley said only a portion of the wall needed repairs, and that is what has been repaired and inspected.

Board Member Harder asked how much longer Mr. Fairley would need to complete the remainder of the exterior repairs. Mr. Fairley said he discovered that the scope of work was larger than he had anticipated and had taken longer than he had expected. He hoped to do the painting first since he has had the house scraped, then repair the roof, then work on the siding. He also wants to pay at least one period of the delinquent taxes. If possible, Mr. Fairley said, he would like sixty days to finish the work.

Board Member Youle made a motion to allow until the September Board Meeting for the exterior repairs to be completed, maintaining the site in a clean and secure condition in the meantime, and to arrange for payment of the delinquent taxes. If Mr. Fairley meets those conditions, he will not have to reappear before the Board at the September meeting. Board Member Harder seconded the motion. The motion carried.

At the September 12, 2011, BCSA hearing property owner, James Fairley, attended the hearing.

This property was originally before the Board on April 4, 2011. At the July11, 2011, the Board granted until the September 2011 meeting for repair of the exterior and for Mr. Fairley to arrange to pay the delinquent taxes, maintaining the site in a clean and secure condition in the interim.

As of the day of the meeting, the taxes were still delinquent for 2008, 2009, and 2010, in the amount of $1,442.46. There are no Special Assessments against the property. There were tall grass and weeds, bulky waste, and construction debris on the premises. A building permit was obtained on April 29, 2011, and work has started on the foundation. The structure is secure.

Mr. Fairley reported that the major portion of the work, which he understood to be the foundation repairs had been completed; he said he had accomplished some of the clean up as well. The house has been scraped and primed in preparation for painting. Mr. Fairley explained that part of what had been described as construction debris was actually construction materials.

Board Member Harder asked if the foundation wall (shown in photos taken at the most recent site inspection) had been taken down and repaired. Mr. Fairley replied that another side of the foundation had been the problem area, and it had been taken down and repaired. The portion referred to by Board Member Harder, Mr. Fairley explained, had a few cracks that needed to be filled; however, the wall itself was solid. Board Member Harder voiced uncertainty about the structural stability of the portion that had not been rebuilt.

Board Member Harder made a motion that an extension be granted until the regular monthly meeting in October for Mr. Fairley to make an appointment to meet with Ms. Legge on the site to allow her to assess the stability of the foundation and to clarify the remaining repairs needed and report back to the Board, meanwhile, maintaining the site in a clean and secure condition. If the remaining repairs are not made, or at least substantial progress toward completion is not made, the property will be submitted to the City Council for condemnation. Board Member Banuelos seconded the motion. The motion passed.

At the October 3, 2011, BCSA hearing there was no representative for the property present.

The property was first before the Board at the April 4, 2011, hearing. At the September 12, 2011, meeting, the owner, Mr. James Fairley, was granted until the October meeting to contact Deb Legge and schedule an on-site meeting with Ms. Legge so she could assess the stability of the foundation and clarify the remaining repairs needed. Mr. Fairley was to reappear before the Board at the October meeting to update the Board on the status of repairs, maintaining the property in a clean and secure condition in the interim.

Mr. Fairley did not contact Ms. Legge to arrange an on-site meeting prior to the October 3, 2011, meeting.

Board Member Willenberg made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to begin demolition and ten days to complete the removal of the structure. Board Member Crotts seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

December 6, 2011
City Council Hearing
Removal of Dangerous Structures Case Summary

Address	Cncl. Dist.	Hsng. Case Age	Cndm. Init. Date	BCSA Hearing Date & Recommendation	Owner/ Rep. At BCSA ?	Open or Secure	Premise Cond. Status	Property Tax Status	Special Assessments	Pending Incurred Cost
1546 N. Grove	I	4 yrs. 3 mos.	02/03/11	04/04/11: May hearing 05/02/11: July hearing 07/11/11: September hearing 09/12/11: October hearing 10/03/11: 10/10	Yes Yes Yes Yes No	Secure	Building material, tree waste, paint cans and trash containers.	The 2008, 2009 and 2010 taxes are delinquent in the amount of $1,685.08, which includes interest.	None	None

Agenda Item No. V-1

City of Wichita
City Council Meeting
December 6, 2011

TO: Mayor and City Council

SUBJECT: CUP2011-00031 – Amendment #1 to DP-197 the Greystone Community Unit Plan located on property generally located southeast of the intersection of West 21st Street North and North Maize Road. (District V)

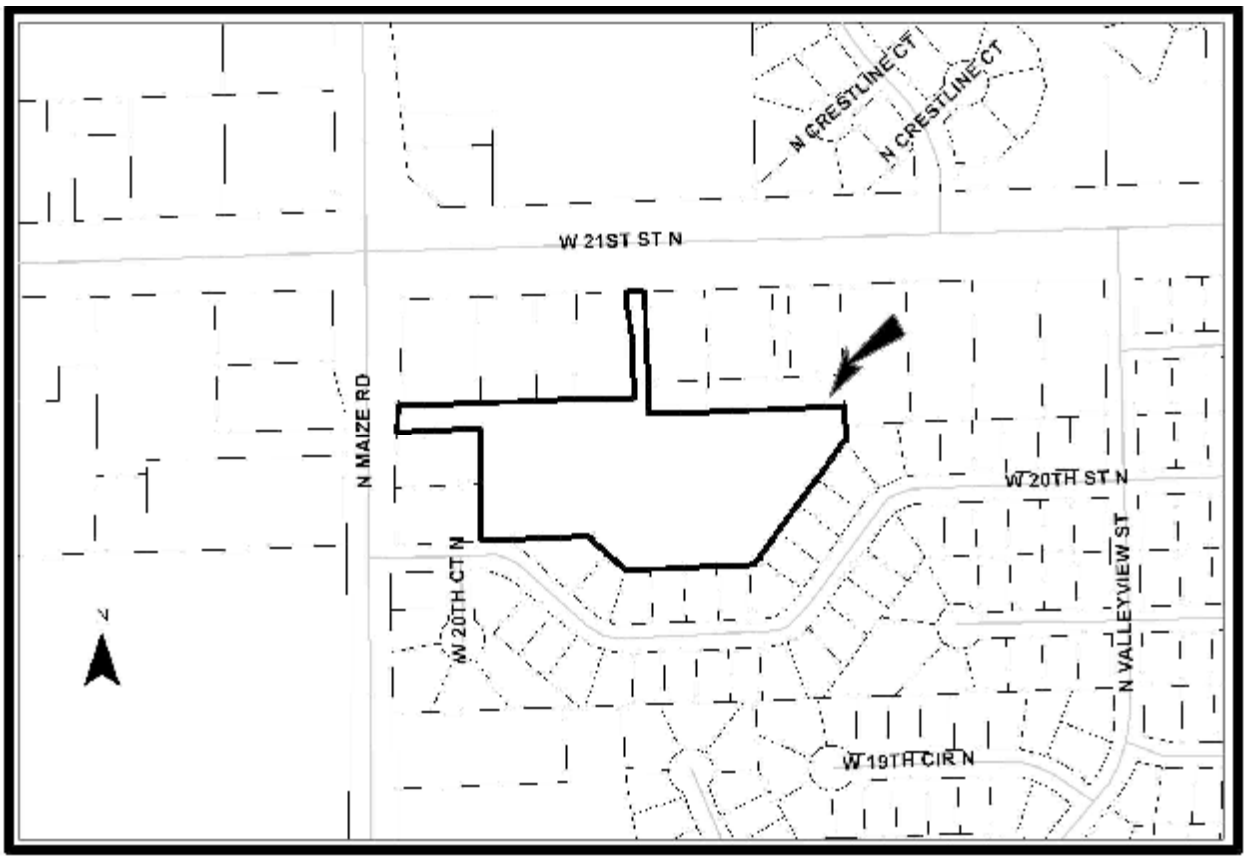
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

DAB Recommendation: Approve per staff recommendation as modified by MAPC, plus a requirement that the façade be sixty percent brick or masonry (8-0).

MAPC Recommendations: Approve, subject to modified conditions (11-2).

MAPD Staff Recommendations: Approve, subject to conditions.



BACKGROUND: The applicant is requesting DP-197 Greystone Community Unit Plan ("CUP") Amendment #1 to allow multi-family residential use on Parcel 1 and to reduce the platted setback (for one-story garages) from 35 feet to 10 feet. An apartment complex (138 units) is proposed on a 6.3-acre tract located south of 21st Street North and east of Maize Road. It should be noted that although the CUP amendment can indicate the intent to reduce a platted setback, the vacation process would have to be completed before the CUP could be amended.

Currently the tract is zoned LC Limited Commercial ("LC") and allows a variety of commercial type uses, stated as follows: "Proposed General Uses: Retail uses, liquor stores, financial institutions, restaurants (except drive-up or drive through restaurants), offices, private clubs, and shopping center facilities." The parcel is situated behind a solid string of uses along Maize Road and 21st Street North that nearly block the view of this parcel from the arterial streets. The six other parcels contain a variety of commercial uses, including fast-food (McDonalds) at the hard corner, a multi-tenant commercial building, a free-standing liquor store and a bank to the north along 21st Street North. Another multi-tenant commercial building is located on the CUP along Maize Road. The uses are fairly evenly split between restaurants, personal care services, bank, retail and offices.

Access to Parcel 1 would be from two private drive openings, one of which is located between Parcel 2 (McDonalds) and Parcel 3 (commercial building) onto Maize Road and the other of which is between Parcel 6 (commercial building) and Parcel 7 (the liquor store) onto 21st Street North. No access is permitted to the south and the property does not connect to Valleyview Drive to the east.

Maximum building coverage and gross floor area would be 30 percent. Maximum height is 35 feet. The site plan shows 13 buildings (six apartment buildings, one to two clubhouse buildings and five to six garage structures). The proposed change would require allowing the option of multiple buildings instead of one large commercial structure. A proposed rendering shows a three-story building.

Parcel 1 setbacks are not shown on the existing CUP drawing, but are required to be 35 feet per Unified Zoning Code ("UZC") CUP standards for the perimeter property lines that abut residential zoning. The plat did include a platted setback of 35 feet along the south and east property lines of Lot 5, Timber Ridge 4th Addition, which includes the subject parcel.

Multi-family residential is considered less intensive by the UZC hierarchy than the proposed potential uses currently proposed for the parcel. However, since none of the proposed general uses of the CUP are residential in nature, and due to opposition expressed by neighborhood residents when multi-family use was requested to be included by administrative adjustment, the proposed change is being reviewed by amendment to the CUP.

The intersection of 21st Street North and Maize Road is a major retail corridor anchored by New Market Square on Maize Road, a Dillons MarketPlace directly across 21st Street North, and other commercial uses to the north and west of the intersection, located on property zoned mostly LC, with some pockets of GC General Commercial ("GC"). The abutting property to the northeast is zoned GO General Office ("GO") and developed with four free-standing offices. Single-family homes are located to the east and south on property zoned SF-5 Single-Family Residential ("SF-5"). A large church is located across Maize Road to the southwest, also zoned SF-5.

Analysis: At its regular meeting on October 20, 2011, the Wichita - Sedgwick County Metropolitan Area Planning Commission (MAPC) considered the above captioned request. Nine individuals spoke in opposition to the proposal. Those who spoke in opposition cited the following concerns: a perceived lower level of maintenance provided to multi-family complexes when compared to single-family homes; the proposed three-story apartments will allow direct view into the back yards of single-family homes; single-family home values will decrease due to the apartment project; existing roadways and access points are not adequate now, increased traffic from the project will increase congestion and degrade road safety; commercial uses close, apartments have 24-hour seven-day a week activity; apartments will increase emergency service calls; the project will further exacerbate existing poor drainage and the

developer cannot be trusted to build what he says he will build. There was considerable discussion between planning commissioners, staff and the applicant regarding the depth of the building setback and the number of units. The applicant proposed a setback of ten feet while staff recommended thirty-five feet. The applicant indicated they needed 130 units to make the project economically feasible, and asked for approval of up to 138 units. The action of the MAPC was to approve the request (11-2) subject to the following conditions:

1. Density shall be limited to 22 dwelling units per acre or 130 dwelling units, whichever is less.
2. An additional condition shall be added to General Provision #4 to limit signage for Parcel 1 to signs permitted by the Wichita Sign Code for the MF-29 zoning district.
3. The building setback (for one-story garages) shall be reduced from 35 feet to 10 feet for the south and east property line with provision for maintaining the screening wall and landscaping per approval of the Planning Director.
4. Maximum number of buildings shall be 15.
5. The buffer of trees on the south and east property lines shall be provided at a rate of one tree per 27.5 feet of property line by evergreen or deciduous trees, with at least one-third of the trees being evergreen, in addition the screening wall shall be eight feet in height and otherwise in compliance with General Provision #5.
6. No lighting trespass shall be permitted to spill from the site to the residential zoned areas to the south and east.
7. Noise shall be restricted to that allowed upon property zoned as residential.
8. Access shall be prohibited to 20th Street North and Valleyview Street.
9. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
10. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
11. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

District Advisory Board V reviewed the request on November 7, 2011. Approximately twelve individuals expressed concerns with the project's impact on: traffic congestion, property value, emergency vehicle access, crime and drainage. A question was asked if the project would include subsidized units, such as Section 8 assistance. District Advisory Board V recommended approval (8-0) per staff comments except as modified by the MAPC recommendation, plus the requirement that the façade of the buildings be at least 60 percent brick or masonry.

Numerous property owners located generally within one-quarter mile of the application area have filed appeals. Unlike zoning or Conditional Use applications, the Unified Zoning Code does not permit CUP amendments not associated with a zone change to be subject to the twenty percent protest requirement that triggers a three-fourths majority vote requirement. Instead of the protest process, CUP amendments are subject to the appeals process that requires the City Council to hear the request, but does carry the three-fourths voting requirement. Therefore, the City Council may approve the request with a simple majority.

Financial Considerations: Approval of this request will not create any extraordinary financial considerations for the City of Wichita.

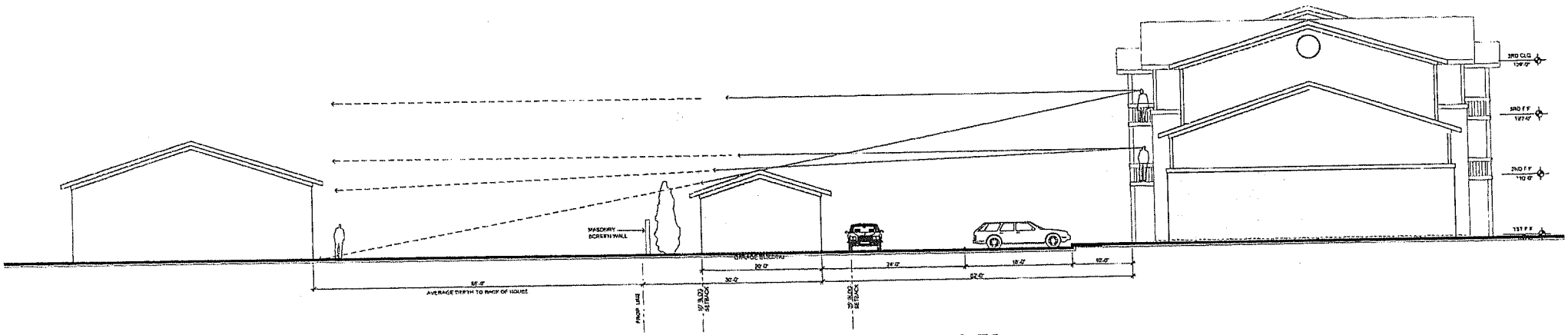
Goal Impact: The application will assist with the implementation of one of the City's goal to promote Economic Vitality.

Legal Considerations: There are not any ordinances or resolutions associated with this application.

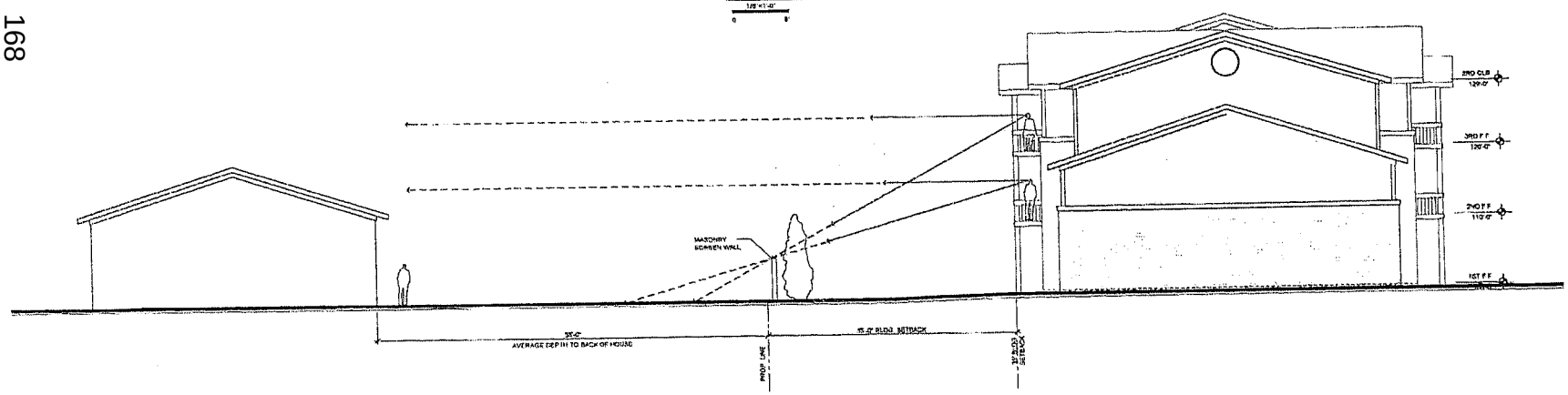
Recommendation/Actions:

1) Adopt the findings of the MAPC and approve Amendment #1 to DP-197 subject to the recommended conditions, based upon the findings found in the staff report (simple majority vote required); 2) deny the request by making alternate findings (two-thirds majority vote required) or 3) return the application to the MAPC for further consideration (simple majority vote required).

Attachments:
Proposed apartments site section w/garage structures
Elevation study
CUP drawing
Master site plan, November 4, 2011
Site elevation at garage, November 6, 2011
E-mail regarding Beverly Killian
MAPC minutes
DAB minutes
Appeals map



SITE SECTION - W/GARAGE STRUCTURES



SITE SECTION - 35' BLDG. SETBACK

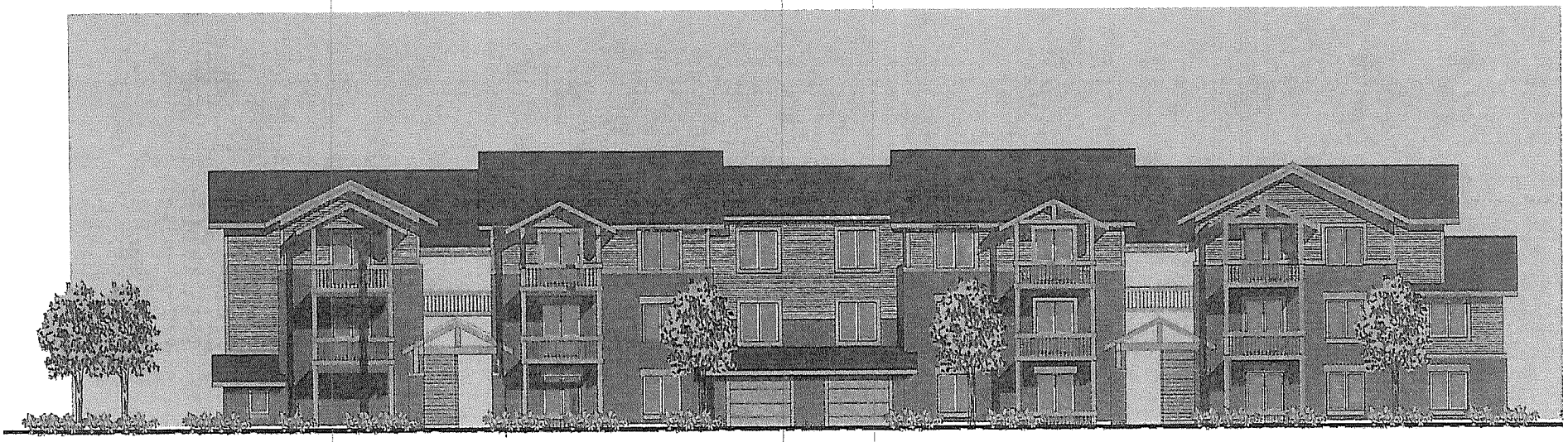
SPANGENBERG PHILLIPS TICE
ARCHITECTURE
121 N Mead Ste 201 Wichita KS 67202
T 316.267.4002 F 316.267.1509
www.sptarchitecture.com

PROPOSED APARTMENTS - 21ST & MAIZE

WICHITA KS

S9

12 SE

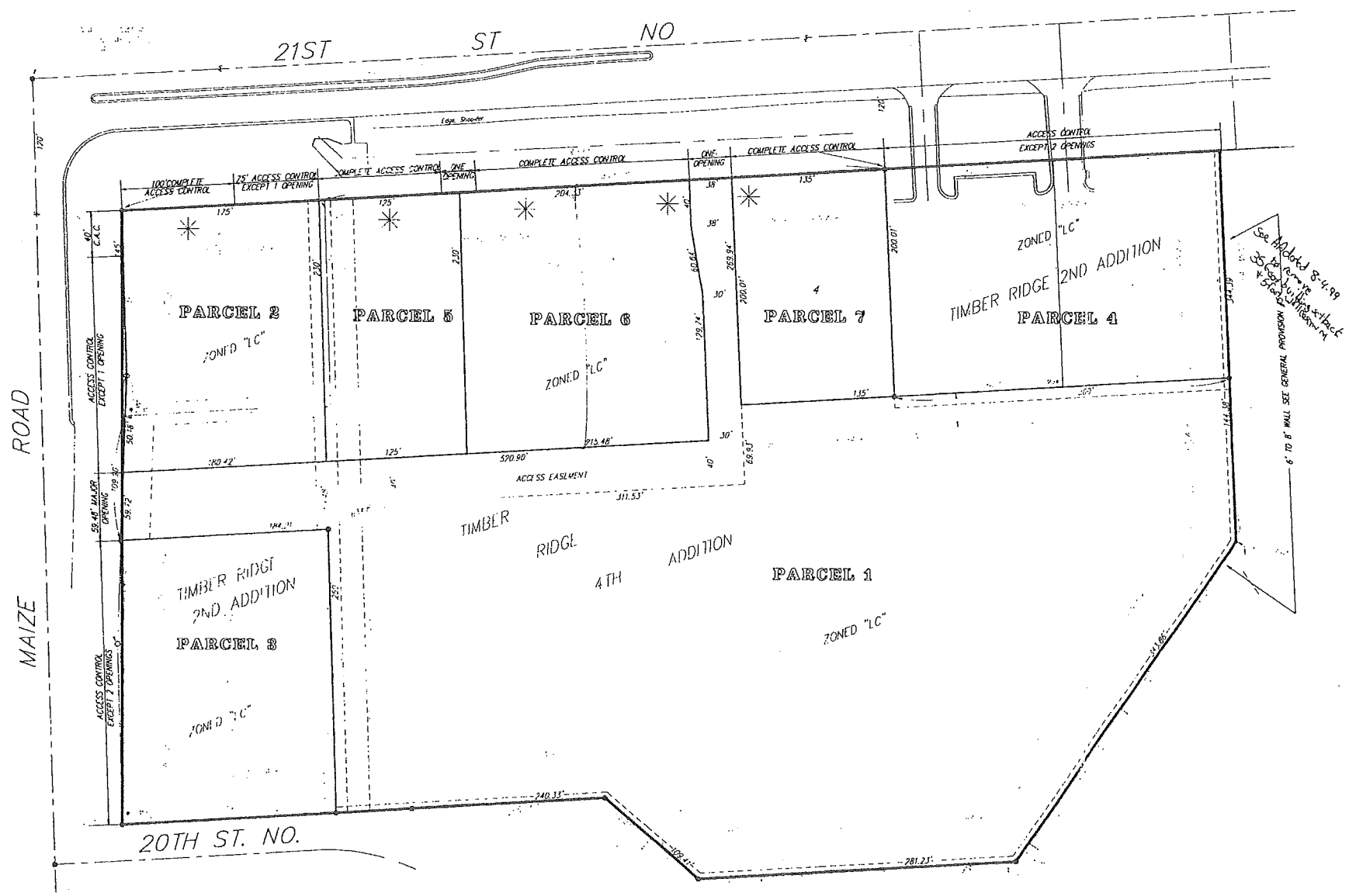


ELEVATION STUDY

SPANGENBERG PHILLIPS TICE
ARCHITECTURE
121 N Mead St 201 Wichita KS 67202
tel 316 267 4002 fax 316 267 1609
spt architecture.com

PROPOSED APARTMENTS - 21ST AND MAIZE RD.

2
14 JUN 11



PARCEL DESCRIPTIONS

PARCEL #1

A. Net Area	293,189 sq.ft. or 6.73 acres
B. Maximum Building Coverage	87,957 sq.ft. 30%
C. Maximum Gross Floor Area	87,957 sq.ft. 30%
D. Floor Area Ratio	30%
E. Maximum Building Height	35 feet
F. Maximum Number of Buildings	One(1)
G. Building Setbacks	See Drawing
H. Parking Ratio as per Zoning Ordinance	Section 28.04.140
I. Access Points	One to 21st Street and One to Maize Road

J. Proposed General Uses: Retail uses, liquor stores, financial institutions, restaurants (except drive-up or drive-through restaurants), offices, private clubs, and shopping center facilities.

PARCEL #2

A. Net Area	40,468 sq.ft. or 0.93 acres
B. Maximum Building Coverage	12,140 sq.ft. 30%
C. Maximum Gross Floor Area	12,140 sq.ft. 30%
D. Floor Area Ratio	30%
E. Maximum Building Height	35 feet
F. Maximum Number of Buildings	One(1)
G. Building Setbacks	35 feet (Maize Road) 35 feet (21st Street)
H. Parking Ratio as per Zoning Ordinance	Section 28.04.140
I. Access Points	See Drawing

J. Proposed General Uses: Service Stations and associated car wash with BZA approval, retail uses, financial institutions, and offices

PARCEL #3

A. Net Area	49,548 sq.ft. or 1.14 acres
B. Maximum Building Coverage	14,860 sq.ft. 30%
C. Maximum Gross Floor Area	14,860 sq.ft. 30%
D. Floor Area Ratio	30%
E. Maximum Building Height	35 feet
F. Maximum Number of Buildings	Two(2)
G. Building Setbacks	35 feet (Maize Road)
H. Parking Ratio as per Zoning Ordinance	Section 28.04.140
I. Access Points	Two to Maize Road

J. Proposed General Uses: Retail uses, liquor stores, financial institutions, restaurants (except drive-up or drive-through restaurants or the south half of the parcel), and offices.

PARCEL #4

A. Net Area	60,000 sq.ft. or 1.34 acres
B. Maximum Building Coverage	18,000 sq.ft. 30%
C. Maximum Gross Floor Area	18,000 sq.ft. 30%
D. Floor Area Ratio	30%
E. Maximum Building Height	35 feet
F. Maximum Number of Buildings	Three(3)
G. Building Setbacks	35 feet (21st Street)
H. Parking Ratio as per Zoning Ordinance	Section 28.04.140
I. Access Points	Two to 21st Street

J. Proposed General Uses: Including retail uses, restaurants (Except drive-up and drive-through on the east half of the parcel), and offices.

PARCEL #5

A. Net Area	28,741 sq.ft. or 0.66 acres
B. Maximum Building Coverage	8,622 sq.ft. 30%
C. Maximum Gross Floor Area	8,622 sq.ft. 30%
D. Floor Area Ratio	30%
E. Maximum Building Height	35 feet
F. Maximum Number of Buildings	One(1)
G. Building Setbacks	35 feet (Maize Road)
H. Parking Ratio as per Zoning Ordinance	Section 28.04.140
I. Access Points	See Drawing

J. Proposed General Uses: Service Stations and associated car wash with BZA approval, retail uses, financial institutions, and offices

PARCEL #6

A. Net Area	48,621 sq.ft. or 1.10 acres
B. Maximum Building Coverage	14,586 sq.ft. 30%
C. Maximum Gross Floor Area	14,586 sq.ft. 30%
D. Floor Area Ratio	30%
E. Maximum Building Height	35 feet
F. Maximum Number of Buildings	One(1)
G. Building Setbacks	35 feet (Maize Road)
H. Parking Ratio as per Zoning Ordinance	Section 28.04.140
I. Access Points	See Drawing

J. Proposed General Uses: Service Stations and associated car wash with BZA approval, retail uses, financial institutions, and offices

See AA dated 4-23-97 to reallocate building square footage between Parcels 6 & 7

PARCEL #7

A. Net Area	27,000 sq.ft. or 0.62 acres
B. Maximum Building Coverage	8,100 sq.ft. 30%
C. Maximum Gross Floor Area	8,100 sq.ft. 30%
D. Floor Area Ratio	30%
E. Maximum Building Height	35 feet
F. Maximum Number of Buildings	One(1)
G. Building Setbacks	35 feet (Maize Road)
H. Parking Ratio as per Zoning Ordinance	Section 28.04.140
I. Access Points	See Drawing

J. Proposed General Uses: Service Stations and associated car wash with BZA approval, retail uses, financial institutions, and offices

0 60 120

✳ FUTURE SIGN LOCATIONS

GENERAL PROVISIONS

1. Total Net Land Area = 548,011 sq.ft. or 12.5 acres

2. The proposed development contains seven (7) parcels for limited commercial uses. For specific uses, see parcel descriptions.

3. Setbacks are as indicated on this drawing and as stated in the parcel descriptions. In the event contiguous parcels are developed under the same ownership, setbacks between those parcels shall not be required unless separate buildings are constructed.

4. Signs shall be as permitted by chapter 24.04 of the code of the City of Wichita, except that no off-site or portable signs shall be permitted. Additionally, signage along 21st Street and the south 200 feet of the C.U.P. shall be limited as follows:

   A. No ground or pole sign shall exceed 18 feet in height or 90 square feet in area. General sign locations are indicated on on the drawing.

   B. Parcels no. 3 and 4 are limited to 2 ground or pole signs each.

   C. No flashing, rotating or moving signs, signs with moving lights or lights that create the illusion of movement are permitted, except for date, time, temperature, or other public service messages.

5. A six (6) to eight (8) foot solid or semi-solid wall shall be constructed of stone, masonry, brick, architectural tile or similar material (Not including wood or woven wire) along the south and east property lines, as indicated on the C.U.P. said wall may be reduced in height to 3 feet for a distance of 35 feet from the right-of-way of 21st Street and Maize Road.

   The required masonry wall shall be constructed within a five (5) foot wall easement platted separately from all other easements. Construction of this wall will require a building permit. No portion of the wall shall be constructed in any utility easement. Construction of the wall shall be permitted across utility easements only if column footings are used. A financial guarantee for any portion of the wall not built shall be required prior to the issuance of any occupancy permit(s). Failure to properly maintain the wall shall be considered a violation of the C.U.P. after a joint determination by the Director of Planning and the Superintendent of Central Inspection.

   The construction/guarantee of the wall mentioned above shall be required only along the applicable parcel boundary line(s) at the time the parcel is developed.

   Storage areas, service areas, and trash receptacles shall be appropriately screened to reasonably hide them from ground view.

6. Fire lanes shall be in accordance with the fire code of the City of Wichita. No parking shall be allowed in said fire lanes, although they may be used for passenger loading and unloading. The fire chief or his designated representative shall review and approve the location and design of all fire lanes prior to final approval of the parking plan.

   Fire hydrant installation and paved access to all building sites shall be provided for each phase of construction prior to issuance of building permits.

7. A site circulation plan shall be submitted to the M.A.P.C. Director for approval prior to requesting a building permit.

8. Utilities shall be installed underground on all parcels.

9. A drainage plan and guarantees for drainage improvements shall be provided at the time of platting.

10. Final determination of street right-of-way and pavement widths shall be resolved at the time of platting.

11. Those portions of the major entrance to 21st Street North on public right-of-way shall be guaranteed at the time of platting. Those portions of the major entrance on private property will be required at the time any major building permits are requested for Parcel #1.

12. At the time of platting, the applicant shall guarantee the construction of continuous accel/decel lanes along Maize Road and 21st Street and the reconstruction of the median in 21st Street to provide for left turns into Parcel 1 and 4. Temporary decel lanes shall also be guaranteed along Maize Road to serve Parcels 1 and 3. The guarantee for the temporary lanes will be held by the City of Wichita until development occurs. (Partial development would necessitate partial construction of the temporary lanes.)

13. The transfer of title of all or any portion of land included within the community unit plan (or any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and shall be binding upon present owners, their successors and assigns.

GREYSTONE COMMUNITY UNIT PLAN
DP-197

REVISED PER 2-20-97 ADJUSTMENT

APPROVED CUP

MAPC 8-2-90

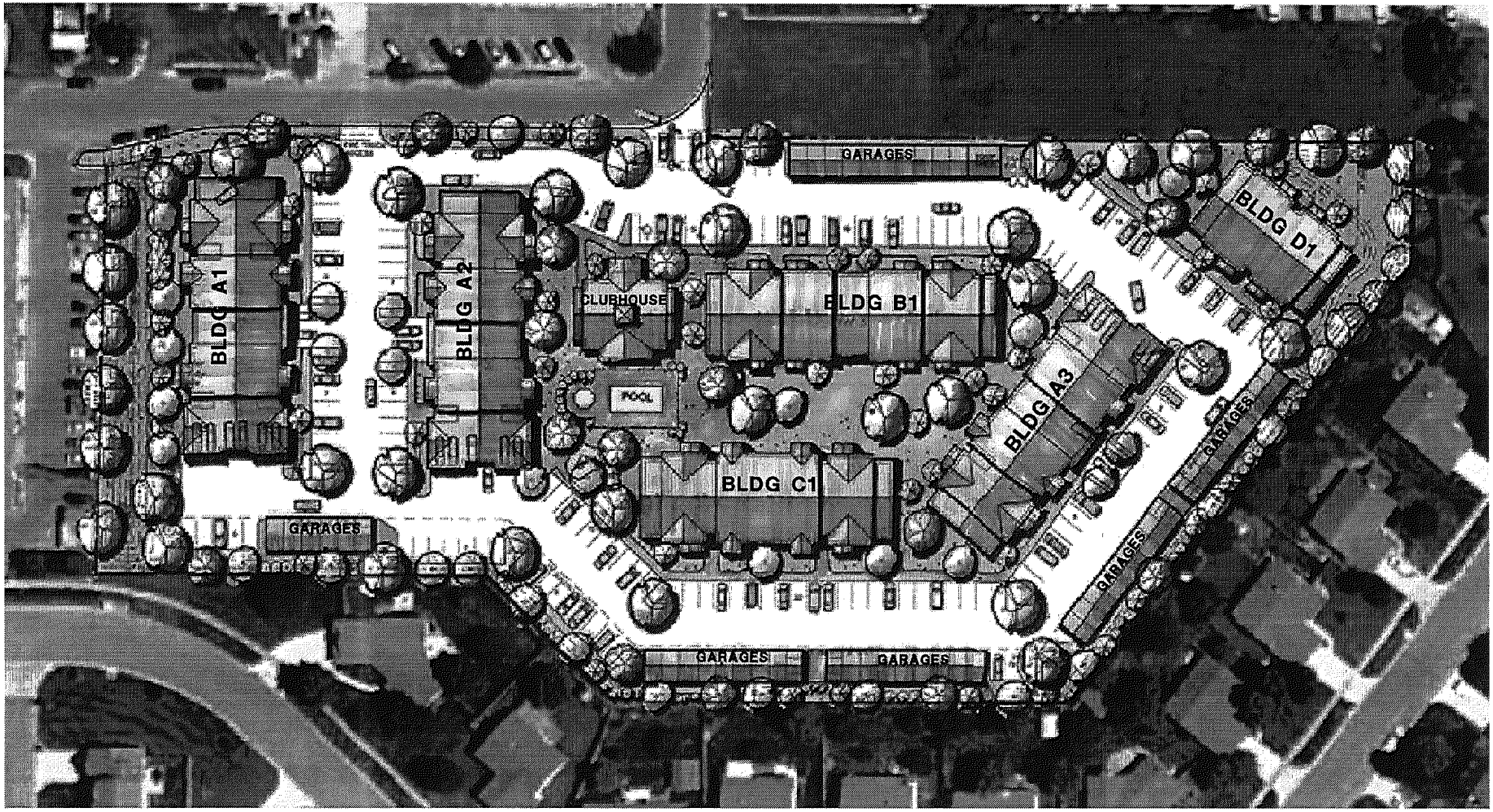
WCC 8-28-90

MAPD COPY 2 OF 2

REVISION: 3-5-97
REVISION: 7-8-90
REVISION: 6-21-90

BAUGHMAN COMPANY P.A.

170



MASTER SITE PLAN

0 30'

DENSITY = 130 UNITS/6.03 ACRES = 21.55 UNITS/ACRE
PARKING = 257/130 =1.98 STALLS/UNIT

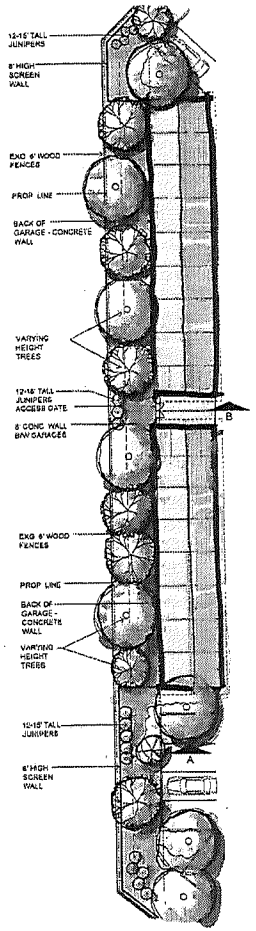
166 OPEN PARKING STALLS
67 DETACHED GARAGE STALLS
24 ATTACHED GARAGE STALLS
TOTAL = 257 PARKING STALLS

** THIS IS FOR ILLSTRATION PURPOSED ONLY*.
ALL AMENITIES, LANDSCAPING, BUILDINGS AND LOCATIONS ARE CONCEPTUAL AND MAY BE SUBJECT TO CHANGE. **

SPT
SPANGENBERG PHILLIPS TICE
A R C H I T E C T U R E
121 N Mead St 201 Wichita KS 67202
tel 316 267 4002 fax 316 267
spt architecture.com

BENNINGTON PLACE APARTMENTS
21ST AND MAIZE RD.

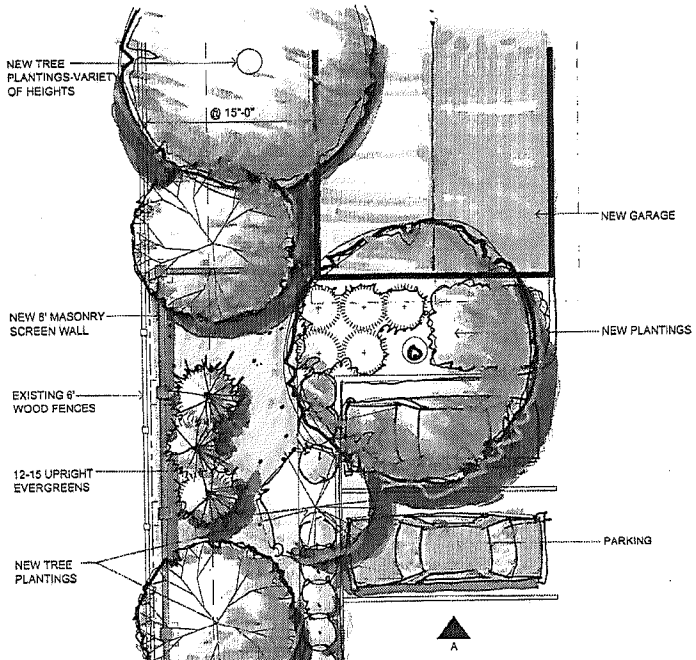
1
04 NOV 11



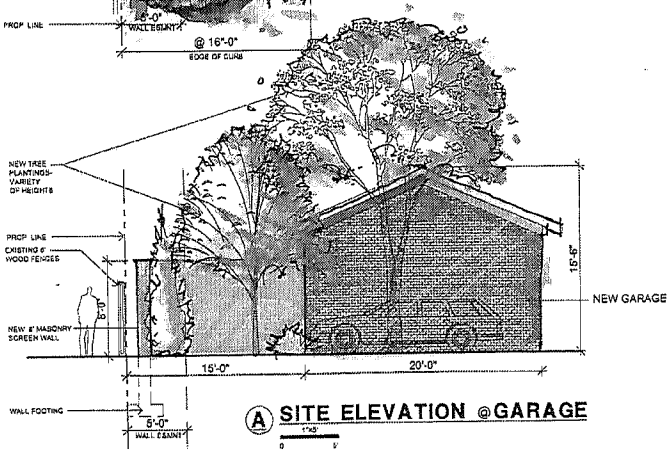
SITE PLAN

1"=20'

0 20'



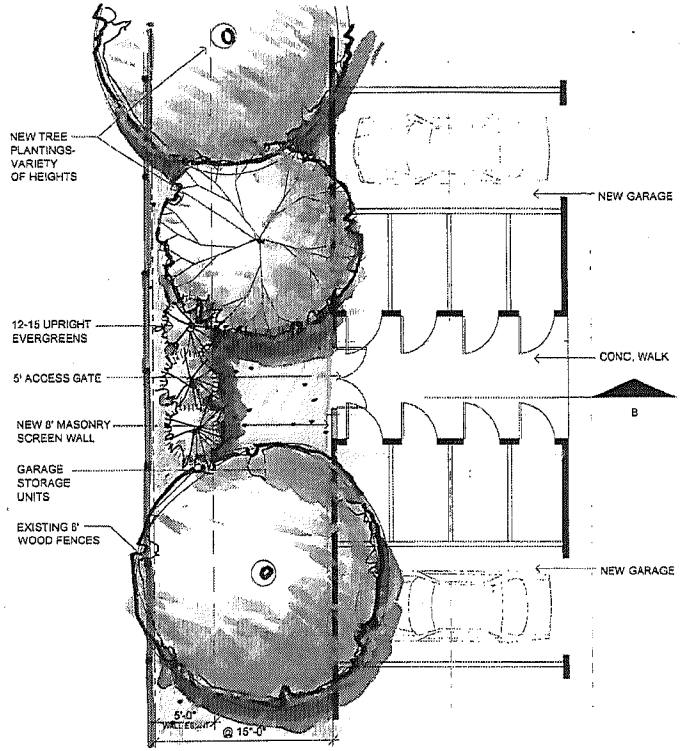
PLAN VIEW



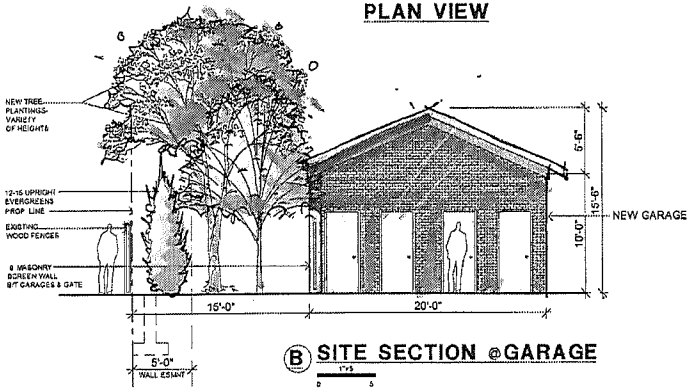
A SITE ELEVATION @GARAGE

1"=5'

0 5'



PLAN VIEW



B SITE SECTION @GARAGE

1"=5'

0 5

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www.sptarchitecture.com

BENNINGTON PLACE APARTMENTS - 21ST & MAIZE

WICHITA KS

S1

05 NOV 11

Goltry, Donna

From: Schlegel, John
Sent: Wednesday, October 12, 2011 5:22 PM
To: Goltry, Donna
Cc: Miller, Dale
Subject: Multifamily rezoning at 21st and Maize

Sensitivity: Private

Donna,

Beverly Killian of 9909 W. 20th Street N. called today to tell me that she cannot attend the MAPC meeting on October 20 for this rezoning request due to surgery. She is opposed to rezoning the property for apartments and would like the zoning to remain Limited Commercial. Please make sure the Planning Commissioners are made aware of her opposition.

John L. Schlegel
Director of Planning
Wichita-Sedgwick County Metropolitan Area Planning Department

EXCERPT MINUTES OF THE OCTOBER 20, 2011 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: CUP2011-31 - B & E Investments, Inc. c/o Mike Brand (owner); Spangenberg Phillips Tice Architecture, c/o Greg Tice (agent) request Amendment #1 to City DP-197 Greystone Community Unit Plan to allow Multi-Family Residential as a permitted use for Parcel 1 and reduce the building setback (for one-story garages) from 35 feet to 10 feet on property described as:

Lot 5, EXCEPT beginning at the Southwest corner of Lot 4; thence East 435 feet; thence South 69.93 feet; thence West 435 feet; thence North 69.93 feet to the beginning, Timber Ridge 4th Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting DP-197 Greystone Community Unit Plan ("CUP") Amendment #1 to allow multi-family residential use on Parcel 1 and to reduce the platted setback (for one-story garages) from 35 feet to 10 feet. An apartment complex (138 units) is proposed on a 6.3-acre tract located south of 21st Street North and east of Maize Road. It should be noted that although the CUP amendment can indicate the intent to reduce a platted setback, the vacation process would have to be completed before the CUP could be amended.

Currently the tract is zoned LC Limited Commercial ("LC") and allows a variety of commercial type uses, stated as follows: "Proposed General Uses: Retail uses, liquor stores, financial institutions, restaurants (except drive-up or drive through restaurants), offices, private clubs, and shopping center facilities." The parcel is situated behind a solid string of uses along Maize Road and 21st Street North that nearly block the view of this parcel from the arterial streets. The six other parcels contain a variety of commercial uses, including fast-food (McDonalds) at the hard corner, a multi-tenant commercial building, a free-standing liquor store and a bank to the north along 21st Street North. Another multi-tenant commercial building is located on the CUP along Maize Road. The uses are fairly evenly split between restaurants, personal care services, bank, retail and offices.

Access to Parcel 1 would be from two private drive openings, one of which is located between Parcel 2 (McDonalds) and Parcel 3 (commercial building) onto Maize Road and the other of which is between Parcel 6 (commercial building) and Parcel 7 (the liquor store) onto 21st Street North. No access is permitted to the south and the property does not connect to Valleyview Drive to the east.

Maximum building coverage and gross floor area would be 30 percent. Maximum height is 35 feet. The site plan shows 13 buildings (six apartment buildings, one to two clubhouse buildings and five to six garage structures). The proposed change would require allowing the option of multiple buildings instead of one large commercial structure. A proposed rendering shows a three-story building.

Parcel 1 setbacks are not shown on the existing CUP drawing, but are required to be 35 feet per Unified Zoning Code ("UZC") CUP standards for the perimeter property lines that abut residential zoning. The plat did include a platted setback of 35 feet along the south and east property lines of Lot 5, Timber Ridge 4th Addition, which includes the subject parcel.

Multi-family residential is considered less intensive by the UZC hierarchy than the proposed potential uses currently proposed for the parcel. However, since none of the proposed general uses of the CUP are residential in nature, and due to opposition expressed by neighborhood residents when multi-family use

was requested to be included by administrative adjustment, the proposed change is being reviewed by amendment to the CUP.

The intersection of 21st Street North and Maize Road is a major retail corridor anchored by New Market Square on Maize Road, a Dillons MarketPlace directly across 21st Street North, and other commercial uses to the north and west of the intersection, located on property zoned mostly LC, with some pockets of GC General Commercial ("GC"). The abutting property to the northeast is zoned GO General Office ("GO") and developed with four free-standing offices. Single-family homes are located to the east and south on property zoned SF-5 Single-Family Residential ("SF-5"). A large church is located across Maize Road to the southwest, also zoned SF-5.

CASE HISTORY: The property is platted as part of Lot 5, Timber Ridge 4th Addition, recorded April 22, 1997. Zone case 2-3003 and DP-197 were approved in 1990. Zone case Z-3003 extended LC zoning to the entire site.

ADJACENT ZONING AND LAND USE:

NORTH:	LC	Commercial, retail, restaurants, offices, banks
SOUTH:	SF-5	Single-family residential subdivision
EAST:	GO, SF-5	Single-family residential subdivision, offices
WEST:	LC	Commercial, retail, restaurants, offices, banks, church

PUBLIC SERVICES: The property has direct access to 21st Street North and Maize Road; one access point to each road. The 21st Street access road is 38 feet wide at the entrance and narrows to 30 feet. The Maize Road access road is 59.72 feet wide. 21st Street and Maize Road are principal arterial streets with two-through lanes in each direction, one right-turn lane and one left-turn center lane where the two arterial streets intersect. A mountable median runs eastward in 21st Street from its intersection with Maize Road that permits access to Parcels 2, 5 and 6. The mountable median stops short of Parcel 1's 21st Street access point and a center left-turn lane provides west-bound left-turn access to Parcels 1, 7 and 4. Proposed improvements to 21st Street are expected to improve access to the site from 21st Street and to add dual left-turn lanes at the intersection of 21st and Maize. Average daily traffic on 21st Street North was 29,203 to the east (2009 count) and 20,423 vehicles to the west (2007 count) of Maize Road. In 2010, average daily traffic on Maize Road was 21,933 vehicles per day to the south and 25,144 vehicles per day to the north of 21st Street North. Access from Parcel 1 to Maize Road is via a full-movement drive. Maize Road at Parcel 1's entrance does not have a median, a north-bound right-turn deceleration-lane or a south-bound left-turn lane. Proposed improvements to Maize Road include a south-bound left-turn lane at Parcel 1's entrance as well as dual left-turn lanes at the intersection of 21st Street.

According to the Institute of Traffic Engineers manual, apartments generate an average of 6.6 vehicle trips per day. The applicant proposes 138 units which are estimated to generate 911 average daily vehicles trips. Retail uses are estimated to generate 42 average daily vehicles trips per 1,000 square feet of gross floor area. If the 6.1-acre site were to be developed at 30 percent, the site could offer 79,715 square feet of built gross floor area. If the site's traffic generation rates for commercial development were to reach projected rates, this site could generate as much as 3,348 average daily vehicle trips.

Sanitary sewer service to Parcel 1 and the immediate surrounding area is provided by two eight-inch lines, one on the north side and one on the south side of Parcel 1, that run east, connect to a single eight-inch line that runs southeast and east to the Big Ditch. Planning staff contacted Sewer and Water Department staff to see if there is a capacity limitation or if there is a record of capacity deficiencies with

sanitary sewer at this location. Planning staff was advised that Sewer and Water personnel are not aware of any capacity limitations with this sewer line.

Access to Parcel 1 from 20th Street North is prohibited by platted complete access control. Development of Parcel 1 will trigger the CUP required wall along the southern boundary of Parcel 1, which will further re-enforce access control to Parcel 1 from 20th Street.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide, as amended May 2005" of the 1999 Update to the Wichita-Sedgwick County Comprehensive Plan identifies this area as appropriate for "Local Commercial," a classification limited to "predominately commercial, office and personal service uses that do not have a significant regional market draw."

The proposed apartment use conforms to the uses permitted by right in the LC zoning district.

The position of the site between more intensive commercial uses to the north and west and less intensive residential uses to the south and east, plus its proximity to major arterial streets follow the recommended Locational Guidelines for multi-family residential use. The recommended CUP conditions would keep the setback in place, enhance the buffering/landscaping, and place limits on lighting, noise and signage. These conditions are designed to minimize the project's impact with the nearby single-family neighborhood.

RECOMMENDATION: The use of the site for apartments seems supported by the factors that show it being a less intensive use and one that can place a medium-density use between lower density residential and higher intensity commercial uses. The requested use of the 35-foot setback for garages and parking spaces raises thorny issues. The presence of the garages serves as a better separator between the apartment structures and the backyards of the residential neighbors to the south. However, the line of sight drawings show that the residents of the third, and to lesser extent the second floor apartments, will still have a line of sight with the residences. The effect of allowing the garages in the 35-foot setback (even if it is expanded to perhaps 20 feet) is that larger structures are located quite close to the neighbor's property. In old residential areas, it was typical to have the free-standing single-car or maybe double-car garage at the back of the lots, but this is not the typical pattern in this area with attached garages. And the use of the setbacks for garages and parking spaces brings the vehicle activity closer to the single-family homes.

Keeping the standard 35-foot setback creates a wider open space between the apartments and the property line; however, it allows the buildings to be located closer than if the garages and drive aisles were situated between the apartments and the property line. The trade-off is closer apartments with more open space separation versus more vehicle activity from the drive aisles and parking/garages. On balance, staff feels it is preferable to keep with the standard setback.

Based on these considerations and the information provided prior to the public hearing, staff recommends the request for Amendment #1 to DP-197 be approved for multi-family residential use, subject to the following additional limitations.

1. Density shall be limited to 22 dwelling units per acre or 130 dwelling units, whichever is less.
2. An additional condition shall be added to General Provision #4 to limit signage for Parcel 1 to signs permitted by the Wichita Sign Code for the MF-29 zoning district.
3. The building setback (for one-story garages) shall be reduced from 35 feet to 10 feet for the south and east property line with provision for maintaining the screening wall and landscaping per approval of the Planning Director.
4. Maximum number of buildings shall be 15.

5. The buffer of trees on the south and east property lines shall be provided at a rate of one tree per 27.5 feet of property line by evergreen or deciduous trees, with at least one-third of the trees being evergreen, in addition the screening wall shall be eight feet in height and otherwise in compliance with General Provision #5.
6. No lighting trespass shall be permitted to spill from the site to the residential zoned areas to the south and east.
7. Noise shall be restricted to that allowed upon property zoned as residential.
8. Access shall be prohibited to 20th Street North and Valleyview Street.
9. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
10. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
11. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The other parcels in the CUP are zoned LC and contain a variety of commercial uses, including fast-food (McDonalds) at the hard corner, a multi-tenant commercial building, a free-standing liquor store and a bank to the north along 21st Street North. Another multi-tenant commercial building is located on the CUP along Maize Road. The uses are fairly evenly split between restaurants, personal care services, bank, retail and offices. The intersection of 21st Street North and Maize Road is a major retail corridor anchored by New Market Square on Maize Road, a Dillons MarketPlace directly across 21st Street North, and other commercial uses to the north and west of the intersection, located on property zoned mostly LC, with some pockets of GC General Commercial ("GC"). The abutting property to the northeast is zoned GO General Office ("GO") and developed with four free-standing offices. Single-family homes are located to the east and south on property zoned SF-5 Single-Family Residential ("SF-5"). A large church is located across Maize Road to the southwest, also zoned SF-5.

2. The suitability of the subject property for the uses to which it has been restricted: The development pattern along 21st Street North and Maize Road has virtually eliminated visibility of the parcel from passing traffic. This significantly restricts the potential use of the property for true commercial use, making it unsuited for uses depending on attracting the traffic traveling past the site.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The development will change the site from being a vacant site (farmed as a source of an interim use) to one that is of greater residential intensity but not as intensive as the commercial uses allowed for the site.

4. Length of time the subject property has remained vacant as zoned: The property has remained undeveloped since being rezoned in 1990.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The "2030 Wichita Functional Land Use Guide, as amended May 2005" of the 1999 Update to the Wichita-Sedgwick County Comprehensive Plan identifies this area as appropriate

for "Local Commercial," a classification limited to "predominately commercial, office and personal service uses that do not have a significant regional market draw." The proposed apartment use conforms to the uses permitted by right in the LC zoning district. The position of the site between more intensive commercial uses to the north and west and less intensive residential uses to the south and east, plus its proximity to major arterial streets follow the recommended Locational Guidelines for multi-family residential use. The recommended CUP conditions would keep the setback in place, enhance the buffering/landscaping, and place limits on lighting, noise and signage. These conditions are designed to minimize the impact with the nearby single-family neighborhood. Direct access would be prohibited onto 20th Street North.

6. Impact of the proposed development on community facilities: The amount of traffic estimated from residential development ranges from one-third of peak volumes for free-standing discount supercenter and specialty retail to less than ten percent of the volumes for a supermarket, based on the Institute of Traffic Engineers manual.

7. Opposition or support of neighborhood residents: Significant opposition from the residents to the south has been received. The additional conditions recommended by the staff are designed to reduce the impacts voiced by these residents.

DONNA GOLTRY, Planning Staff presented the Staff Report.

COMMISSIONERS MCKAY, MITCHELL, KLAUSMEYER, ALDRICH and **DENNIS** indicated that they had ex-parte communication on this item.

SHEETS (In @1:45 p.m.)

MITCHELL referred to staff remarks about improving the traffic and asked why that wasn't one of the recommendations in the Staff Report.

GOLTRY replied that the City Traffic Engineering told her traffic improvements at Maize and 21st Street were already on the drawing board so she did not include that recommendation.

MCKAY asked about the proposed number of apartment units. He said one drawing shows 138 units, while the other drawing shows 126.

GOLTRY suggested that he ask the applicant to clarify the number of units.

ALDRICH asked staff to explain the traffic improvements and the impact the improvements will have on this request.

GOLTRY said the proposed improvements include dual left turn lanes at the intersection which will improve the "stacking" problem that is occurring today. She said there will be a southbound left turn lane onto parcel 1's entrance to improve access.

ALDRICH asked if adjustment would be made to the traffic signalization timing to help traffic flow.

GOLTRY said she believed the Traffic Engineer would do a study to see if a timing change is warranted; however, she said she couldn't say because she is not a traffic engineer and doesn't know what the solution might be.

MARNELL asked if the left turn lanes at 21st and Maize would be located back as far as the egress/ingress to the site on Maize Road.

GOLTRY said she didn't believe the lanes would go that far. She said it was her understanding that they would be adding a turn lane along Maize Road.

FOSTER referred to the original Community Unit Plan (CUP) and mentioned proposed uses on parcel 1 and uses listed as permitted in Limited Commercial.

GOLTRY briefly summarized the three P's which were *proposed, permitted* and *prohibited* uses. She said proposed uses are within the general realm and intensity of what is allowed under the zoning category, but it is not a do all end all list. She said permitted uses are more directly tied into what is allowed in that zoning category. She said prohibited uses are what are not allowed under that zoning category. She said proposed uses are a more flexible category.

GREG FERRIS, AGENT FOR THE APPLICANTS/PROPERTY OWNERS commented that **GREG TICE** from **SPANGENBERG PHILLIPS TICE** was present to answer any specific questions the Commissioners might have regarding the proposal. He briefly explained that because the zoning they were requesting was less restrictive than the CUP allowed, the case was originally scheduled as an administrative adjustment; however, after the sign was placed on the property and they encountered some opposition from the neighborhood, Planning Staff felt (and they agreed) that the matter should be discussed in a public meeting. He reminded the Planning Commission that 80,000 square feet of Limited Commercial (LC) and three-story buildings would be allowed on this vacant lot today. He said the applicant's are requesting less intense uses than LC. He said although the neighbors may object, the Planning Commission and City Council need to follow the "Golden Rules" and ask does this fit with policies laid down by the Golden Rules when rendering a decision. He said his clients believe they have met all the criteria of the rules. He briefly reviewed a slide presentation of the Bennington Place Apartments, and referred to a rendering of the Master Site Plan. He said the minimum number of apartments would be 130 and a maximum would be 138. He referred to the Master Site Plan, which was the applicant's preferred site plan, and an Alternate Master Site Plan. He mentioned the required 35-foot building setbacks and said that with commercial/office development clients would be allowed to park up against property lines. He also mentioned the 6-8-foot fence height requirement and 10-15 feet of landscaping as a buffer. He said they believe the Master Site Plan is better for them and the neighborhood because it pushes the building further from the neighborhood. He said it would be designed so the back masonry walls would match the screening fence. He said the Alternate Site Plan would bring the building closer to the neighborhood, and may create flow problems within the complex. He mentioned that the apartments will be very upscale and designed with some garage units in place. He said the complex will cater to adults and executives; will be a gated community; and there were no three bedroom units in the complex. He added that there will also be no low income subsidies, that the project is completely developer driven and that the applicants will not be using any government funding. He said they are requesting a setback adjustment which is not uncommon. He mentioned several complexes including one at 13th Street and Maize Road and 21st and Woodlawn where apartments abut residential development without a street in between.

> **MOTION:** To give the agent 1 more minute.
>
> **SHEETS** moved, **DOOL** seconded the motion, and it carried (12-0).

Ferris briefly mentioned the Golden Rules again, and commented that this proposal would fit in with the zoning character of the neighborhood which was commercial with residential to the south. He said the apartments would make a good transition between LC and residential development. He said as far as

suitability of the property for the use; the property has been vacant 21 years, undeveloped, and is no longer compatible for the uses to which it was originally restricted. He said as far as the extent to which removal of the restrictions will detrimentally affect nearby property, he said they believe multi-family uses will have no impact to the neighborhood. He said as far as property values are concerned, he compared property values around the apartment complexes he mentioned with the homes along 20th Street which range in the area of $135,000 and the values, although the homes along 20th Street are newer, are almost identical. He said crime has been raised as an issue so he went to the City's WEB site and checked a ¼ mile back from 21st Street because he said commercial properties generate much more crime than residential development. He briefly mentioned that the Wichita Police Department has received 12 calls around the 13th Street and Maize Road apartment location and that this area south of the proposed site received 11 calls during the same time period so they do not believe this proposal is going to have a negative impact on the area as far as crime is concerned. He mentioned traffic, and said if this area were allowed to develop into commercial properties there would be about 3 ½ times as much traffic as that generated by multi-family so this development will cause a substantial reduction in the traffic count by creating at least 1/3 to 1/4 less traffic.

ALDRICH asked about fire and emergency access to this gated community and wall height and buffering.

FERRIS said emergency access would be provided. He said the Unified Zoning Code (UZC) suggests a 6-8 foot wall as part of the buffering; however, if the Planning Commission required an 8-foot wall, they would have no problem with that. He said additional screening and buffering is also required on the non-residential sides of the complex.

CHAIRMAN FARNEY asked about the area behind the liquor store and if it were part of the application.

FERRIS explained that the area has been acquired by the developers; however, at the time of submission of this request, it was not part of the plan. He said if this is request is approved, they may ask for an adjustment to provide additional landscaping, drainage and extension of building D.

MARNELL referred to the Master Site Plan with the garages next to the property lines and asked if the back of the garage buildings will make up part of the masonry wall.

FERRIS said they preferred to make the buildings a part of the masonry wall but that was up to staff and the Planning Commission. He said they could maintain the landscaping better if that happened.

MARNELL commented that the backs of the garages will probably be higher than 8 feet.

FERRIS commented they would be approximately 8-9 feet plus a roof line.

NORMA CARTER, 10202 WEST 20TH STREET said she visited apartments in the area, and has some reasons for concerns about this proposal. She referred to a poster which contained numerous photos of apartments in the area. She said many of them looked well kept at the entrance; however, when you drove or walked through the complex you saw things like air conditioners not maintained, rotting structures, overflowing trash bins, sagging balconies, rats, fences down and in need to repair and utilities not being maintained. She said her grandchildren play in her backyard and she is concerned that someone will be able look out of a window onto her backyard. She said if this area were developed into three-story office buildings, instead of an apartment complex, people in an office go home at a certain time at the end of the day. She said with apartments there will be late parties and cars racing through the parking lot. She referred to the pictures of nearby apartment complexes which have not been maintained very well so

she is concerned about her property values going down because people would not want to live by something that was so poorly maintained. She also mentioned the possibility of floodlights in their backyards as if it was daylight and although it is good for security, it would be hard to live with. She said she wants her neighborhood to stay as nice as it is now and not have to worry about property values going down or friends moving away. She said they are lucky to have the New Market Square and Warren Theater in the area. She said this is an exciting area and that she hoped there was a way they could all work together and keep what they have.

2 **NORM DOOLEY, 10101 WEST 20TH STREET NORTH** said his biggest concern is traffic and mentioned that it is impossible to make a left hand turn onto Maize Road and head south from 20th Street. He said even if the apartments are upscale; tenants may still have kids who go to school which would mean buses in and out of the area. He said there is nothing but an access road to the businesses along 21st Street with a number of cars parked behind them. He said it is quite a busy area for deliveries of supplies from semis and/or other large trucks using the access road. He mentioned that if the apartments have young couples, that would probably mean two cars per unit which would double the traffic estimates. He said he does not believe that a fast food restaurant would work at the location because it is basically landlocked and hard to get to. He said if the developers could put a fast food restaurant at the location, they would have probably already sold it. He said the reason he likes the idea of developing the area as commercial is people will work 9:00 a.m. to 5:00 p.m., and then be gone. He said the traffic is so bad one of the businesses in the strip mall on the west side of Maize Road moved because customers couldn't get into it. He mentioned that he went to a class put on by the Wichita Police Department and was told that multi-family development inevitably leads to more crime, traffic accidents, domestic violence calls, etc. and that it doesn't make any difference how much money you make. He also mentioned drainage problems they have had since a church was constructed to the north and how the collection pond overflows. He mentioned a 15" water line in the area and how that was not large enough. He concluded by saying that what the applicant was proposing was just a plan and that they could change lots of things.

3 **JOHN GAIBRAITH, 9901 WEST 20TH STREET NORTH** said he has enjoyed living in this nice, quiet, low crime neighborhood since 1997. He said traffic in the area has become a concern and his two objections are public safety with the obvious issues along Maize Road and 21st Street. He said putting more residences in the area will do nothing but increase that problem. He said although he appreciates the fact that there will be gates and that this is an upscale community, that doesn't lower the volume. He said there is a problem in area with overall congestion. He mentioned that they have a right to be concerned about the increase in crime and added that crime happens in high income as well as low income areas. He said you practically have to call a travel agent to get across the street to Dillons without waiting 30 minutes or having an accident. He said he is also concerned about property values going down and although the City is trying to alleviate the traffic problem, he doesn't think a nice upscale apartment complex fixes the problem. He said he has spoken to a realtor and in their professional opinion, home values in the area will drop. He said he would like to have a real estate person testify because he was told the property values would drop at least 20% so he is not a happy camper.

4 **KIM PARKER, 9802 WEST 20TH STREET** said her main considerations were traffic and the change in property values for both the homeowners and LC business owners. She said it is a different equation when you are talking about renters. She said this area is not ready for prime time because of the traffic. She said the best use for this property is for a fishing hole. She said this area was ill developed for commercial because there are homes to the east all the way to the big ditch and Valleyview is not a through street to 13th Street. She said homeowners only have one way out onto 21st Street from Valleyview, and there is no stop light. She said it is just as difficult to come out of 20th Street onto Maize and go south. She said this area has changed in the last 22 years and that there is no way the traffic situation will be alleviated by the proposed turn lanes. She said this area may be ready for development at some point in time, but this is ill prepared because the traffic problem needs to be solved first. She also

mentioned the possibility of opening up the access road north of the property from Maize Road to Valleyview, and opening up Valley view to 13th Street as was proposed 20 years ago. She said this would further complicate the traffic situation, and mentioned that this area is known as the "Rock Road of the West." She asked the Planning Commission to consider these issues when making a decision.

DONNA RENFRO, 2222 NORTH CRESTLINE COURT said she lived on 20th Street for years and cars cut through there all the time to avoid 21st Street. She said there is lots of traffic on 20th Street and this will only increase it more. She said children play on the street and that this was a bad idea. She read a letter from **STEVEN BARNES, 10142 WEST BELLA VISTA STREET** which stated in part that he must agree with the area residents that building an apartment complex so close to an intersection that is already a traffic nightmare shows bad judgment. He said the Eagle article stated the plan is for 130 units, which at the very least is 130 more vehicles accessing the traffic ways within several hundred yards of 21st Street and Maize Road. He said traffic is currently so congested he has trouble getting out of the parking lots of businesses in the area. He said another concern is drainage. He said he has lived at his current address for 11 years and he had no problems with flooding until a parking lot was built for one of the nearby churches. He said since that time his basement has flooded twice because rain water had no place to go. He said these flooding incidents cost him $7,000 each, because flood insurance would not cover damages. He said he has spent $16,000 to put in high volume water pumps underground in his backyard to handle the mess. He said City engineers came to his house and studied the current drainage system for the area and agreed it was not built large enough. He said although they agreed there was a drainage problem, they could not justify digging up 6 blocks to rectify the problem. He said he fears that those in charge of making sure drainage in the area is correct will look the other way creating flooding issues for homes and businesses that reside next to the proposed development. He mentioned Mr. Brand's attitude and that he perceived him as making threats about getting back at local residents if he doesn't get his way. He urged the Planning Commission to deny the zoning change.

SANDRA WHITTEMORE, 10209 WEST 20TH STREET said she is concerned about traffic in the area, which although mentioned in the Staff Report, does not address the local and out of town traffic generated by the three churches, the Wichita State University campus, numerous businesses and businesses located at the New Market Square Mall located in the area. She said the streets in the Timber Ridge Addition are already overflowing with traffic and cars use 20th Street as a thorough way to Valleyview and 21st Street. She said the neighborhood cannot handle an additional 138 apartments and approximately 270 more cars and parking spaces. She said they have met with City Engineering staff and know they are looking at the flow of traffic, possible additional turn lanes, and what traffic will be like in the future. She said this is a replay of the 1980's when people were losing their homes and got apartments. She said when the economy grew these same people were able to be homeowners again, so the apartments became empty and the neighborhoods around them were left to pick up the pieces when the apartment owners were forced to rent to anyone. She said she saw six rental signs at apartment complexes in the area this weekend. She said this rezoning will devalue the property values of the homes in the neighborhood per the real estate paper she is providing to staff. She commented that a homeowner was contacted by one of the investors, and asked who was spearheading the protests of the project. She said the investor claimed that if the proposal was not approved, the neighborhood could be getting low-income, government subsidized apartments or a bar with all night traffic. She said that was a threat. She said if this rezoning is allowed, control will be taken out of everyone's hands but the investors. She said several alternative options were discussed with the agent including town houses, strip centers, and one-story medical offices at the same level as their homes so people will not be looking into their windows. She said she stayed on the 2nd and 3rd floors at a hotel recently, and was amazed at how far and with what detail she could see. She said lighting was also a problem. She said they have talked to the City Water and Engineering Departments, investors, homeowners and businesses in the area who she said felt this would not be in the best interest of their businesses. She said the neighbors bought their homes knowing they would at some time have LC in their backyards but not this added problem of crime, trash, smell and

noise at all hours of the day and night. She mentioned WPD statistics that indicated that 85 percent of calls to apartments were about drugs, drinking, noise, fights and crime. She said this is misplanning and unfortunate that this 6.5 acres parcel has been unattended for this amount of time. She said the economy has not been bad back to the 1990's.

MOTION: To give the speaker 1 more minute.

ALDRICH moved, **SHEETS** seconded the motion, and it carried (12-0).

She said it is not just the apartments, it is the baggage left to be picked up. She said she believes the neighbors have addressed the nine criteria the Commission bases its decision on. She thanked the Commissioners for their time.

7 **MARY BETH WEGERLE, 10205 WEST 20TH STREET** said she represents "Friends of Felines," and is concerned how the development will affect the feral cat population in the area. She said she has a track, neuter and release program which is supported by businesses in the area. She said if the rezoning goes through some of the tenants will have pets but may not be responsible pet owners. She said she may not be able to manage the feral cats in the area, which she does at her own expense.

8 **CHARLOTTE FRAIZER, 10106 WEST 20TH STREET** she said she has no opposition to businesses such as restaurants, bars or office buildings and that the neighborhood would welcome them. She mentioned drainage and groundwater issues after two churches were built in the area, and said drainage in the area is inadequate. She mentioned traffic and said there are only three ways in and out of the neighborhood --Valleyview, 20th Street or Bella Vista. She said that she often has a problem backing out of her driveway because of traffic along 20th Street. She concluded by saying that she had no objections to LC development because people will leave at the end of the day.

9 **FRANK CHAMBERS, 10309 WEST 20TH STREET** gave a brief history of purchasing a home in 1988 at Westlink from Matt Eck Real Estate where the roof was bad. He said they had a verbal agreement that a new roof would be installed that never happened. He said after they moved in roofers put tar and chat on top of the roof to patch it. He said he was disappointed because that was not the agreement they had. He said in 1995 they purchased their home on 20th Street so they could be in the Maize School District. He said there was a model pictorial on what the area would look like when it was completed that included a rock wall as a sound barrier at 20th Street and Maize Road. He said the developer, Matt Eck, decided not to build the rock wall. He said he and other people were upset about this. He said now developers are proposing a residential apartment complex. He asked if the site plans were contractual and how do the neighbors know for sure that this complex will be just what they are proposing. He asked if this will be bait and switch and turn out to be something else entirely. He said he does not think this is going to be a good thing for the neighborhood and that he was opposed to it. He asked the Commission to strongly consider this evidence presented today. He said this is a good deal for the developers who will be in and out and the neighborhood will be left to deal with the consequences.

GREG FERRIS, AGENT FOR APPLICANTS/PROPERTY OWNERS said as far as the traffic issue is concerned, he can't talk about traffic from the perspective of a vacant lot. He said when all is said and done there will be no problems with traffic generated from the apartment complex and that commercial development will generate four to five times the amount of traffic generated from the complex. He referred to the Golden Rules and commented that the proposal was a lower use of the property and that they will actually be reducing the amount of traffic which he believes is paramount to the discussion. He said every speaker said there is too much traffic in the area now. He said whether they develop this area as full retail or office, they are required to submit a drainage plan. He said an apartment complex will not generate any more runoff than any development at the location so he believes that is a non-issue. He said

the crime statistics he mentioned included the apartment complex at 13th and Maize Road which has a lower amount of crime than the area of the proposal. He said the idea that apartments always generate crime is a misnomer.

MOTION: To give the agent two more minutes.

SHEETS moved, **MITCHELL** seconded the motion, and it carried (12-0).

He said this area could never be a fast food restaurant because that is not allowed by the covenants; however, he added that some restaurants and private clubs are open until midnight or 1:00 - 2:00 a.m. which would generate much later traffic than an apartment complex. He said they have no problem with staff recommendations with the exception of the 35-foot setback. He said they believe their plan better serves the neighborhood and them by constructing the complex approximately 70 feet from the neighborhood. He requested that the Commission concur with staff findings; that they believe they have met all the tests for approval; that this is an emotional issue concerning people's homes and he understands that; and that the neighbors have a right to come and tell the Commission what they think. He reminded the Commission that they have a responsibility as a Planning Commission to follow the Golden Rules. He concluded by mentioning improvements in traffic, crime statistics, and property values. He said they believe they have met the criteria and asked the Commission to approve the proposal and design.

SHEETS asked about the additional property acquired to the north and clarified that Mr. Ferris said it would be used for a detention pond and extension of one of the buildings. He asked Mr. Ferris to address neighbor's concerns that this area will be used for a connector road to Valleyview. He asked if there has been any discussion with the property owners to the north regarding a possible easement across their property.

FERRIS responded yes, the additional property will be used as he previously indicated; however, if the Commission wanted to add that there will be no access from the area to Valleyview as part of the requirements, they are fine with that. He said there have been no discussions with adjacent property owners to the north concerning easements.

SHEETS referred to the traffic figures on page three of the Staff Report. He said usually there are three employees per 1,000 square feet of retail so he thinks the numbers are actually lower than what is reflected in the Staff Report. He also mentioned that retail is usually open from 8:00 a.m. to 6:00 p.m.

FERRIS retail in this area is usually open from 8:00 a.m. to 9:00 p.m. and added that retail usually does create more traffic.

SHEETS asked if the traffic study addressed all three shifts or did it assume that all tenants would be working the first shift.

FERRIS commented that the reality was that since these were executive apartments tenants would be coming and going more during peak times. He said there will probably not be as many 3rd shift workers. He added that office workers are all peak time users.

ALDRICH asked if the Master Site Plan was not approved and the Alternative Site Plan was adopted, could they live with that.

FERRIS replied that they could live with it, but they preferred the Master Site Plan because it was better for the neighborhood and the developer.

MCKAY asked again how many apartments?

FERRIS said between 130 and 138. He said they need 130 to make it financially work, with a maximum of up to 138.

MITCHELL clarified that they agreed with staff comments on page 5 of the Staff Report (items #1-11) with the elimination of item #3.

FERRIS said yes and mentioned adding the provision of no access to Valleyview.

KLAUSMEYER asked Mr. Ferris if he could respond to the speaker concerning not following through with the proposed plan as presented here and if the building and architectural design was "set in stone."

FERRIS said criteria that are laid out such as landscaping issues, setbacks as discussed and the maximum number of buildings is set. He said they don't have much choice but to follow the criteria laid out by staff and the Planning Commission. He said they have to submit a site plan that is approved by staff. He said with multi-residential and commercial development, staff and the Planning Commission can develop additional criteria. He said the architect Greg Tice has indicated that this is the design he has been working with.

FOSTER said this is a prime example of where does pedestrian access come into play especially because of its close proximity to retail. He said he didn't see pedestrian access to Maize Road or 21st Street addressed on the site plan.

GREG TICE, SPANGENBERG PHILLIPS TICE said they would not have a problem incorporating pedestrian access into one of the conditions.

ALDRICH mentioned since this is a gated community, how would that work?

TICE commented that it would be a gated community for vehicular traffic; he said they could install sidewalks.

FERRIS said it is gated in terms of vehicular traffic to keep people from cutting through the complex.

MARNELL asked staff to review their objections to the Master Site Study. He asked if it was more of a setting a precedent kind of thing because if he was living in the area, he would rather have the garages. He also mentioned that traffic noise through a parking lot is not like traffic noise on Maize Road or 21st Street.

GOLTRY said it is an issue to consider weighing the trade offs. She said CUP's normally require a 35-foot buffer around them between the LC zoning and building locations. She also mentioned that CUP circulation is around the rear of the buildings and that it is not desirable to be next to neighbors, in her opinion. She said there may be a little employee parking in those areas also. She said in contrast with the Master Site Study alignment there will be a good deal of lights, parking noises and car doors, and car noise that will be in closer proximity to the neighbors so that is one of the trade offs. She mentioned that the trade off to the neighbor's benefit is that it is going to give them a wider setback in terms of the distance where the buildings are set so the line of sight is going to improve but it is actually going to reduce the amount of landscape buffer. She also mentioned what to do about the backs of the garages versus the masonry wall. She said the application was written as if there was a solid masonry wall with a 10-foot landscape buffer with five feet of that actually being a wall easement so that would leave only

five feet to plant anything with the garage sitting there. She said that is really not an effective way to sandwich in those plants. She said different ideas were discussed such as extending the setback from 10 to 15 feet, and staff concluded that it would be difficult to get the required landscaping in such a narrow area. She said now there is the situation with connecting the wall to the garages so the garage is set on the wall easement or set back 10 feet, she said if it is set back 10 feet how will it be maintained. She said these items are "tweaks" but if the wall is going to be incorporated with the garages that needs to be fleshed out. She said the Commission may also want to consider stronger review of the site plan since this is an old CUP.

DOOL commented that garages next to the neighbor's properties seemed a more desirable option to him.

> **MOTION:** To approve subject to staff recommendation with the exception of Item #3 under limitations.
>
> **MITCHELL** moved, **SHEETS** seconded the motion.

MARNELL asked if the motion included no access to Valleyview and addressed pedestrian access.

MITCHELL said no, he didn't know why the Commission would consider pedestrian access.

MILLER STEVENS requested clarification that the setback was with garages as shown on the Master Site Study.

DOWNING asked if the motion included the requirement of an eight-foot masonry wall along the areas that back up to residential.

> **MOTION AMENDMENT:** To include an eight-foot masonry wall along the areas abutting residential.

FOSTER asked what was the setback to the garage and the buildings themselves.

MITCHELL said he didn't see any reason for any, other than the wall tying into the back of the garages. He said staff indicated they are trying to come up with a better solution.

FOSTER asked if that would be handled by the submission of additional site plans reviewed by staff.

MITCHELL responded yes.

DENNIS said he understands that in a lot of cases a buffer between a residential area and a commercial area is important and he believes this would serve as a buffer in this aspect. He mentioned the other Golden Rules such as the character of the neighborhood and he said he believes having a three-story apartment building directly behind residential houses will detrimentally affect nearby property in addition to the strong neighborhood opposition to the proposal which is another of the Golden Rules. He said when he first moved to Wichita his family lived in some very nice apartments except that at 4:00 a.m. in the morning people would be coming home, there was trash in the neighborhood and the dumpster was constantly overflowing so they could not wait until their house was completed. He said he does not want to inflict that on this neighborhood. He said there were a number of items in the Golden Rules that could be argued in the other direction. He said for those reasons he will be voting in opposition to the motion.

ALDRICH requested clarification that the back portion of the garage and wall will be one and the same.

MITCHELL said his suggestion was that staff work out the best way to handle the setback.

CHAIRMAN FARNEY asked if that was satisfactory direction for staff.

MILLER replied that staff would make it work either way.

MCKAY said he was still hung up on the number of units and said he would prefer a maximum of 130 apartments.

MOTION AMENDMENT: Maximum number of apartments to be 130.

MILLER STEVENS said this discussion has revealed that the Planning Commission really needs to be mindful of the setbacks as established by the UZC and not just whatever Planning Staff comes up with which may be creating more problems. She said she is in opposition to the motion.

The **MOTION as AMENDED** carried (11-2). **DENNIS** and **MILLER STEVENS** – No.

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: Mayor and Wichita City Council Members

FROM: Megan Buckmaster, Neighborhood Assistant District V

SUBJECT: **CUP2011-00031**

DATE: November 08, 2011

On Monday, November 07, 2011, the District Advisory Board (DAB) for Council District V considered a: City DP 197 Greystone Community Unit Plan Amendment #1 to allow Multi Family Residential as a permitted use for Parcel 1 and reduce the building setback (for one-story garages) from 35 feet to 10 feet located at the southeast corner of 21st Street North and Maize Road.

The following is an excerpt from the meeting:

7. **CUP2011-00031**
Donna Goltry, Planning presented CUP2011-00031; a City DP 197 Greystone Community Unit Plan Amendment #1 to allow Multi Family Residential as a permitted use for Parcel 1 and reduce the building setback (for one-story garages) from 35 feet to 10 feet located at the southeast corner of 21st Street North and Maize Road.

Recommendation: Based on considerations and the information provided prior to the public hearing, staff recommends the request for Amendment #1 to DP-197 be approved for multi-family residential use, subject to additional limitations as listed in the staff report.

DAB member questions/ concerns included: **Staff/ Agent for the developer responses in bold.**

1. Concern for the flooding in all of west Wichita due to development- would like to hear more about the flood or water control plan for this development. **The plan is for 17000 sq. feet of retention for drainage. Required to submit a full-0scale drainage plan to the city and must meet all storm water flood control requirements.**
2. Regarding traffic. The only way to solve t he traffic problem is to have nothing on this parcel. That is not going to happen. Regarding crime, as reported by WPD to DAB's, the crime in apartment complexes usually stays within the complex and does not "spill over" into the residential neighborhoods. **Crime usually follows retail, not multi-family housing**.
3. Who will maintain the access road in between the proposed complex and the retail/ commercial parcels? It needs significant work and has not been maintained well thus far? **The owners of this project are the same as the commercial parcels, so they will continue to maintain the road. Improvements to the access road will be addressed with this development.**
4. How will emergency vehicles again access? **There is a separate gated entrance for emergency vehicles.**
5. Regarding lighting, will it meet code/ follow restrictions? **Yes.**

Members of the public questions/ concerns included:

Kim Parker, 9802 W 20th expressed concerns with traffic problems, congestion, property values, emergency vehicle access, police/ crime issues. She stated this parcel is not "ready" for development. The traffic issues at 21st and Maize need to be resolved before this can and should be development.

Charlotte, 10106 W 20th met with a real estate broker and was told her property would be de-valued by $15-$20,000. Concerned with water and flooding issues, access issues and the constant turnover that comes with apartment living. She also questioned the height of the masonry fence.

Wade Whitmore, 10209 W 20th, noted the apartment "samples" given during the presentation are nothing like what is proposed here. He also noted several accidents that had recently taken place at the access road entrance and provided flooding pictures in the area.

Robert Surgeon, 10114 W 20th, moved from South Wichita after retirement. Moved away because of the influx of rental properties and does not want it to happen here.

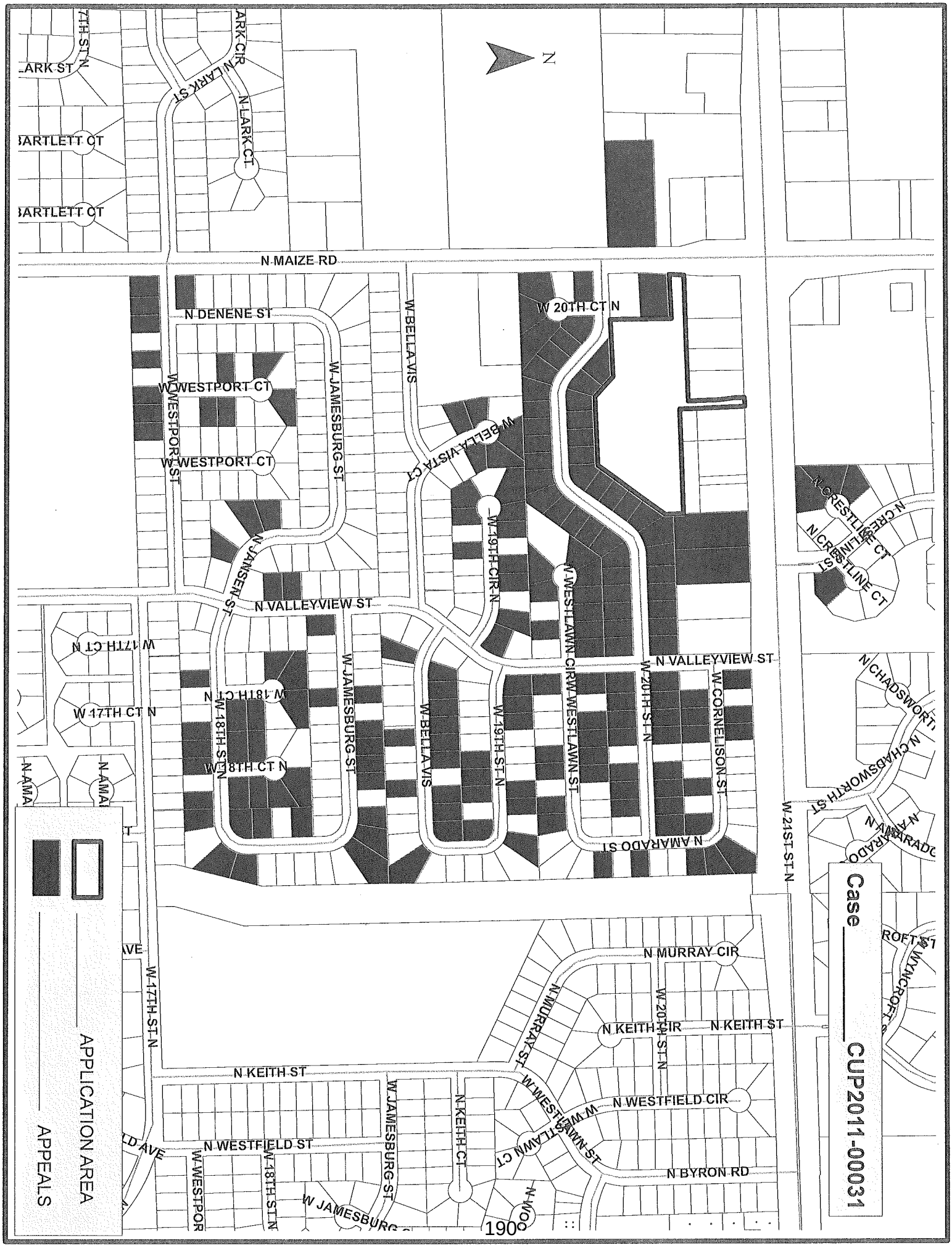
Sandra Whitmore, 10209 W. 20th, mentioned the 43% protest and the significance. She also questioned why development hasn't happened here before, maybe it has been recognized as more of a residential area.

Brent Jenkins, 9918 Westlawn, asked about Section 8 housing in this development.

Six other residents spoke on the same issues/ concerns as mentioned above.

Motion to approve, with MAPC modifications based on staff recommendation and comments, and to add the 60% brick façade requirement. Send to City Council for final vote.

Action: Motion passed 7-0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APPLICATION AREA
APPEALS
Case CUP2011-00031

City of Wichita
City Council Meeting
December 6, 2011

TO: Mayor and City Council

SUBJECT: ZON2011-00028 – City zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3"); generally located south of Mt. Vernon Road on the west side of Oliver Avenue (2033 S. Oliver). (District III)

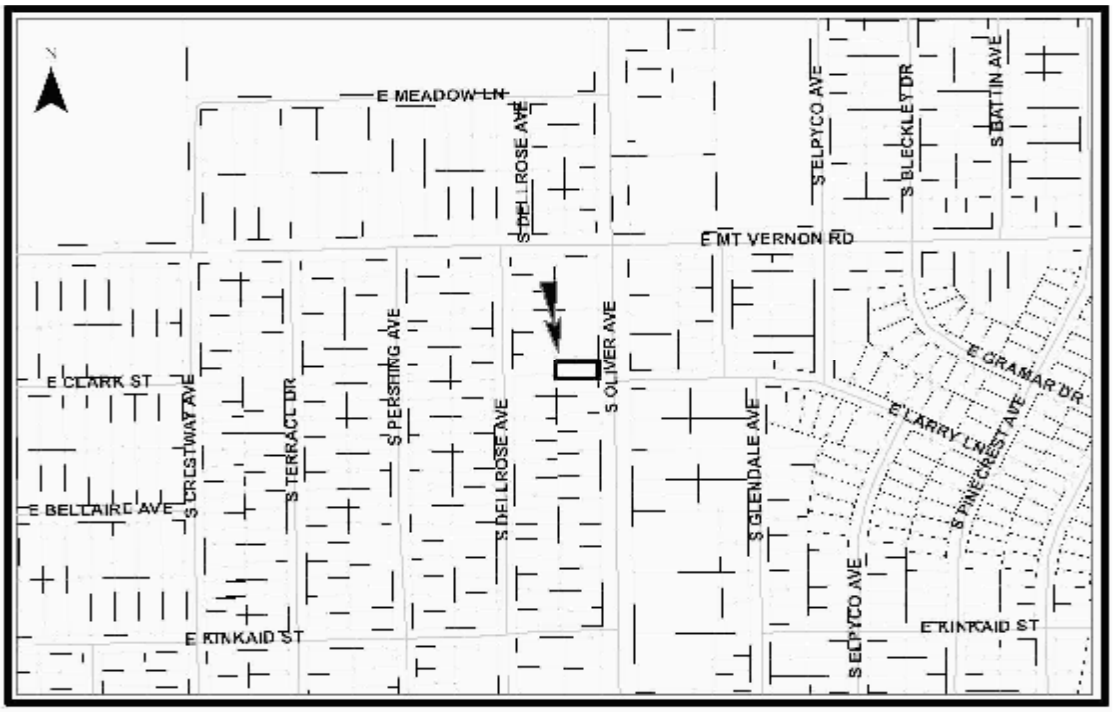
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-consent)

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) voted to approve the request (12-0).

DAB III Recommendation: District Advisory Board (DAB III) voted to deny the request (6-0).

MAPD Staff Recommendation: Approve



Background: The applicant requests a zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3") on Lot 13 (Oliver Avenue side), Edgetown Park Addition, 2033 S. Oliver Avenue. The subject site has a duplex on it and the zone change is needed to make the use conform to the Unified Zoning Code (UZC); a duplex is not permitted in the SF-5 zoning district. Geozone shows a residence on the site to have been built in 1941. The Office of Central Inspection (OCI) has filed a notice of violation against the SF-5 zoned site for having a non compliant duplex.

The site is located south of the Mt. Vernon Road – Oliver Avenue intersection, with its front yard facing Oliver. Properties abutting and adjacent to the site on its south, west and east (across Oliver) sides are zoned SF-5, and are part of established single-family residential neighborhoods. There are also some TF-3 zoned properties located a block east and north of the site (across Oliver and Mt. Vernon) that are developed as USD 259's Allen Elementary school, single-family residences and duplexes. The SF-5 zoned L.W. Clapp Public Golf Course is located north of the site, across Mt. Vernon, and is the largest development in the area. The property abutting the north side of the site is zoned LC Limited Commercial ("LC"), and has a small, older, vacant retail store. Next to the vacant retail store is vacant LC land then there is an LC zoned small, older barber shop and a convenience store. Other properties located north and northeast of the site, around the Mt. Vernon and Oliver intersection, are zoned LC, and are developed as: a vacant auto repair garage, a vacant retail strip, an auto repair garage, an office, a combination billiard hall – billiard/arcade supply sales building and a sit down restaurant.

Analysis: At the MAPC meeting held October 20, 2011, the MAPC voted (12-0) to recommend approval of the requested TF-3 zoning. The case was approved through a consent vote since no one was present to voice concerns. At the District III Advisory Board meeting held on Monday, November 2, 2011, the DAB voted 6-0 to deny the rezone request. Several people spoke against the requested TF-3 zoning; however, no valid protests were received during the two week protest period.

Financial Considerations: There are no financial considerations in regards to the zoning request.

Goal Impact: The application promotes Economic Vitality.

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

Recommendation/Actions:
(1) Adopt the findings of the MAPC and approve the zone change, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required), or (2) Deny the zone change request (two-thirds majority vote required plus appropriate findings), or (3) Return the application to MAPC for further consideration (two-thirds majority vote required).

Attachments:
- Ordinance
- MAPC Minutes
- DAB Memo
- Correspondence from Meadowlark Association of Neighbors

OCA 150004

ORDINANCE NO. 49-168

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2011-00028

Zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3") on an approximately 10,500-square foot property described as:

Lots 41, 43 and 45, Block 2, College Green Addition; generally located south of Maple Street, on the west side of Sheridan Avenue and north of University Avenue, Wichita Sedgwick County, Kansas.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

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

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

EXCERPT MINUTES OF THE OCTOBER 20, 2011 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2011-28 - Yale Investments, LLC (owner) Tonya Ridpath (agent) requests a City zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on property described as:

Lot 13 on Oliver Street, Edgetown Park Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant requests a zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3") on Lot 13 (Oliver Street), Edgetown Park Addition, 2033 S. Oliver Avenue. The subject site has a duplex on it and the zone change is needed to make the use conform to the Unified Zoning Code (UZC); a duplex is not permitted in the SF-5 zoning district. Geozone shows a residence on the site to have been built in 1941. The Office of Central Inspection (OCI) has filed against the SF-5 zoned site for having a non compliant duplex.

The site is located south of the Mt. Vernon – Oliver Avenue intersection, with its front yard facing Oliver. Properties abutting and adjacent to the site on its south, west, north and east (across Oliver) sides are zoned SF-5 and are part of established single-family residential neighborhoods. There are also some TF-3 zoned properties located a block east and north of the site (across Oliver and Mt. Vernon) that are developed as USD 259's Allen Elementary school, single-family residences and duplexes. The SF-5 zoned L.W. Clapp Public Golf Course is the largest development in the area. The property abutting the north side of the site is zoned LC Limited Commercial ("LC") and has a small, older, vacant retail store on it, with vacant LC land between it and an LC zoned small, older barber shop. Other properties located north and northeast of the site, around the Mt. Vernon – Oliver intersection, are zoned LC, and are developed as a convenience store, a vacant auto repair garage, a vacant retail strip, an auto repair garage, an office, a combination billiard hall – billiard/arcade supply sales building and a sit down restaurant.

CASE HISTORY: The Edgetown Park Addition was recorded with the Sedgwick County Register of Deeds February 17, 1937.

ADJACENT ZONING AND LAND USE:

NORTH:	LC	Vacant retail, vacant land, barber shop, convenience store
SOUTH:	SF-5	Single-family residences
EAST:	SF-5, LC	Single-family residences, vacant auto repair garage, vacant retail strip, vehicle auto garage
WEST:	SF-5	Single-family residences

PUBLIC SERVICES: The subject site is located on Oliver Avenue, a paved, four-lane arterial street. The 2030 Transportation Plan shows no change to this portion of Oliver. Public water, sewer and all other utilities are available to serve the site.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan (2030 Plan) designates this area as appropriate for "Urban Residential" development. The Urban Residential category includes all housing types found in the municipality, including duplexes. The Comprehensive Plan contains the following objective: encourage residential redevelopment, infill and higher density residential development, which maximize the public investment in existing and planned facilities and services. The objective is intended to be achieved through several strategies, including using zoning as a tool to promote mixed-use development, higher density residential environments, and appropriate buffering. The proposed TF-3 zoning brings an already built duplex into compliance with the UZC. There are existing TF-3 zoned single-family residences and duplexes in the area, but they are located a block east (or further) of the site, across Oliver. In fact, all of the existing TF-3 zoning in the area south of Mt. Vernon is located along residential streets, making the proposed TF-3 zoning the first in this area to be located along the arterial street, Oliver. The requested TF-3 zoning conforms to the 2030 Plan, although it is slightly (as noted above) out of character with the zoning in this area.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the requested TF-3 Two-Family Residential zoning be APPROVED.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The site is located south of the Mt. Vernon – Oliver Avenue intersection, with its front yard facing Oliver. Properties abutting and adjacent to the site on its south, west, north and east (across Oliver) sides are zoned SF-5 and are part of established single-family residential neighborhoods. There are also some TF-3 zoned properties located a block east and north of the site (across Oliver and Mt. Vernon) that are developed as USD 259's Allen Elementary school, single-family residences and duplexes. The SF-5 zoned L.W. Clapp Public Golf Course is the largest development in the area. The property abutting the north side of the site is zoned LC Limited Commercial ("LC") and has a small, older, vacant retail store on it, with vacant LC land between it and an LC zoned small, older barber shop. Other properties located north and northeast of the site, around the Mt. Vernon – Oliver intersection, are zoned LC, and are developed as a convenience store, a vacant auto repair garage, a vacant retail strip, an auto repair garage, an office, a combination billiard hall – billiard/arcade supply sales building and a sit down restaurant.

2. The suitability of the subject property for the uses to which it has been restricted: The site has a duplex on it and the zone change is needed to make the use conform to the UZC. Geozone shows a residence on the site to have been built in 1941. The zoning change can be granted or the duplex could be converted into a single-family residence.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Typical concerns expressed by neighbors in regards to duplex development is declining property values of the neighborhood brought on by poor maintenance of what is typically

rental housing, i.e., the duplexes. Poor maintenance of rental property is not an absolute, nor is there any guarantee that a single-family residence will be maintained by its owner.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan designates this area as appropriate for "Urban Residential" development. The Urban Residential category includes all housing types found in the municipality, including duplexes. The Comprehensive Plan contains the following objective: encourage residential redevelopment, infill and higher density residential development, which maximize the public investment in existing and planned facilities and services. The objective is intended to be achieved through several strategies, including using zoning as a tool to promote mixed-use development, higher density residential environments, and appropriate buffering. The proposed TF-3 zoning brings an already built duplex into compliance with the UZC. There are existing TF-3 zoned single-family residences and duplexes in the area, but they are located a block east (or further) of the site, across Oliver. In fact all of the existing TF-3 zoning in the area, south of Mt. Vernon, is located along residential streets, making the proposed TF-3 zoning the first in the area, south of Mt. Vernon, to be located along the arterial street, Oliver. The requested TF-3 zoning conforms to the 2030 Plan, although it is slightly (as noted above) out of character with the zoning in this area.

5. Impact of the proposed development on community facilities: The impact on community facilities will be minimal.

BILL LONGNECKER, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

DENNIS moved, **MITCHELL** seconded the motion, and it carried (12-0).

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: Wichita City Council

FROM: Janet Johnson, Neighborhood Assistant, District III

SUBJECT: **ZON2011-00028 request for a zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential**

DATE: Nov. 15, 2011

On Wednesday, Nov. 2, 2011, the District III Advisory Board considered a request for a zone change from SF-5 Single-Family Residential (SF-5) to TF-3 Two-Family Residential (TF-3) on Lot 13 (Oliver Street), Edgetown Park Addition, 2033 S. Oliver Avenue. The subject site has a duplex on it and the zone change is needed to make the use conform to the Unified Zoning Code (UZC); a duplex is not permitted in the SF-5 zoning district.

The staff recommendation was that the requested TF-3 Two-Family Residential zoning be approved and the MAPC voted for approval; however, **DAB III voted 6-0 that the requested change NOT be approved.**

District Advisory Board members and citizens had the following concerns:

- Noted that the applicant didn't even bother to show up and expressed frustration that the applicant knew they weren't allowed to turn the house into multi-family without a zoning change, but did it anyway and then denied it until two mail boxes appeared and OCI cited them
- It appears that for some citizens it's easier to "beg for forgiveness than ask for permission" i.e. they proceed with building and then after the fact (in this case three years after the fact) ask for the zoning change to make what they did come into compliance and MAPC always approves it
- Why wasn't this case heard by the DAB before it went to MAPC; why doesn't MAPC have an obligation to consider the DAB's recommendation?
- The neighborhood and the neighborhood association doesn't want multi-family housing in the area – it will change the character of the neighborhood
- Upset that citizens/DAB members weren't given the opportunity to provide input on the 2030 land use guide

Please review this information when **ZON2011-00028** is considered.

From "Kansas Gold"
By Les Broadstreet

Meadowlark Association of Neighbors
P.O. Box 16590
Wichita, Ks. 67216-0590

Jeff C. Spahn, President
3601 E. Mt. Vernon
Wichita, KS 67218
316-682-7224

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NOV 15 2011
File
Route to John Schlegel

Robert Layton
City Building, 1st Floor
455 N. Main
Wichita, KS 67202

Subject: ZON 2011-00028
2033 S. Oliver
Zoning Change

Dear Mr: Layton

On November 22, 2011, the City Council will consider this change of zoning on this dwelling from SF-5, single family, to TF-3, two family residential. This will be a final action consent item. The action of the MAPC was to approve the requested TF-3 two family residential zoning.

Please be aware that this property has been an issue with the Meadowlark Neighborhood for approximately 8 years. One of our neighbors became aware that this single family residence was being converted to an upstairs/downstairs duplex. This Association has filed more than one complaint to the Office of Central Inspection (OCI) alleging that the property was not zoned for multi-family residences. On each occasion, OCI was advised that the property owner did not intend to use the dwelling as a duplex. It was not until recently that OCI became aware of the property being utilized as a duplex. It was only after OCI intervention that this property owner requested a zoning change.

In our opinion, this entire process has been conducted in a completely backward manner, as outlined below.

- The property owner was aware that this dwelling was not zoned for TF-3, two family residential based on prior OCI investigations. They apparently chose to ignore city laws/zoning requirements, and now expect the Metropolitan Area Planning Commission (MAPC) to make them whole and approve their questionable actions.

- Apparently the property owner went straight to the MAPC and/or Planning Department with their requested zoning change after OCI intervened. The planning department found this to be suitable, because "the site has a duplex on it and the zone change is needed to make the use conform to UZC." This after the property owner has declared to OCI that this property would not be used as a duplex.

- The MAPC then voted to approve the zoning change request.

- After the MAPC had already approved the request, the District 3 Advisory Board was advised of the MAPC action and a meeting of DAB was scheduled. By their prior approval, the DAB advisory function was negated by MAPC, and citizen input prevented.

- As the long standing president of the Meadowlark Association of Neighbors, Inc. I was not made aware of this zoning change request by the city until October 30, 2011. As a result we did not oppose the issue at the MAPC meeting, because we were unaware of the request.

- The ability to protest petition this issue expired on November 3, 2011, less than 24 hours after the DAB meeting. Having been involved in protest petitions in the past, we knew this could not be accomplished in less than 24 hours.

This whole proceeding is a classic example of a landlord ignoring city zoning laws until impacted by OCI after the zoning requirements have been violated. Now they seek approval of their action at the expense of the neighbors and neighborhood. This is simply not right!

We request that the governing body remove this as a consent item from the November 22, 2011 agenda. Due to the longstanding opposition to this matter by the Neighborhood and the convoluted methods used to advance the zoning change, we further request that the zoning change be denied.

On behalf of the Meadowlark Association of Neighbors, Inc., Executive Committee, I am,

Sincerely Yours,

Jeff C. Spahn

cc: City Manager, Mayor, and all City Council Members

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

PRELIMINARY ESTIMATES
FOR CITY COUNCIL DECEMBER 6, 2011

a. Harry & Woodlawn Intersection (Harry & Woodlawn Intersection) (87N-0494-01/472-84882/707015/210480) see special provisions. (District II) - $2,044,297.00

b. Pawnee & Broadway Intersection (Pawnee & Broadway Intersection) (87N-0495-01/472-84881/707014/636244/620574/210479/771167/661690) see special provisions. (District III) - $2,960,000.00

c. 2012 Utility Cut Repair of Streets, Driveways and Sidewalks (within City of Wichita city limits) (472-85019/132035/620570/636246/133116/132035/661686/771633/133116) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V&VI) - $1,720,000.00

d. 27th Street North from the east line of Greenwich to approximately 100 feet east of the southeast corner of Lot 5, Block 1 to serve Greenwich Business Center (east of Greenwich, south of 29th Street North) (472-84981/766266/490284) Does not affect existing traffic. (District II) - $788,000.00

e. Stormwater Improvements to serve Amarado Estates 4th Addition (north of 13th Street North, east of N Maize Rd) (468-84790/133117/) Local traffic shall be maintained with minimal street closures not to exceed 48 hours. (District V) - $31,965.00

Agenda Item No. II-4a

City of Wichita
City Council Meeting
December 6, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Thunder Nationals) (District I)

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, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Thunder Nationals January 12, 2012 7:00 am – January 15, 2012 2:00 am

- William Street, St. Francis Street to Commerce Street.
- Waterman Street, St. Francis Street to Emporia Street – West bound lane.

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

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

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

Legal Consideration: There are no legal considerations.

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) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

Agenda Item No. II-4b

City of Wichita
City Council Meeting
December 6, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Brad Paisley) (District I)

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, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Brad Paisley January 20, 2012 7:00 am – January 21, 2012 2:00 am

- William Street, St. Francis Street to Commerce Street.
- Waterman Street, St. Francis Street to Emporia Street – West bound lane.

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

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

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

Legal Consideration: There are no legal considerations.

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) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

Agenda Item No. II-5a

City of Wichita
City Council Meeting
December 6, 2011

TO: Mayor and City Council

SUBJECT: Approval of Contract Amendment and Disbursement Agreement (District I)

INITIATED BY: Department of Public Works Department & Utilities.

AGENDA: Consent

Recommendation: Approve amendment to the 2004 agreement; approve selection of United Missouri Bank (UMB) as escrow agent, and the implementation agreement.

Background: The City entered into an agreement with the Great Plains Transportation Museum, a non-profit entity (GPTM), and others on August 17, 2004 in conjunction with the Wichita Rail Grade Separation Project. That agreement governed modifications and site restoration to be made to the facilities adjacent to the historical Union Station rented by GPTM from the Burlington Northern SantaFe Railroad. Those facilities were significantly altered based on required design elements. Since that agreement was reached, the downtown area has experienced significant revitalization activity, including construction of the adjacent Intrust Bank Arena and the Goody Clancy master plan for downtown that emphasizes the importance of the Union Station building as a lynch pin between the area neighborhood and Old Town. These developments have caused the GPTM to reconsider its prior master plan for museum development, and the continued value of the originally intended site restoration work.

Analysis: This contract amendment will allow GPTM to provide directly some of the services originally required of the City, through its general contractor, for site modifications and improvements. GPTM will have some flexibility in determining, through revised master planning, what modifications may be advisable and receive compensation to cover that shift in responsibility for completion of this aspect of the Rail Grade Separation Project. The City will be relieved of all obligations under the August 17, 2004 contract, which will permit it to close out this project. However, through the escrow agreement, the City will assure that the requisite funding is only applied to modifications and improvements to the real estate, fixtures, and pre-approved administrative expenses, allowed to be accomplished on the timetable of GPTM.

Financial Considerations: Funding for this contract amendment, in the sum of $268,025, plus $1,000 as a flat rate escrow fee, exists within the project budget, in the form of reserved funds which would have been paid to the general contractor for work yet to be performed under the original agreement.

Goal Impact: This contract amendment resolving this project will foster both the Council goals of maintaining an Efficient Infrastructure and improving the Quality of Life for the community.

Legal Considerations: The Law Department has drafted the contract amendment, and has approved selection of UMB as escrow agent under City Code 2.64.020 and has reviewed and approved the bank-proposed escrow and disbursement agreement.

Recommendation/Action: It is recommended that the City Council approve the contract amendment with GPTM, approve the escrow and disbursal agreement with GPTM and UMB, and authorize the necessary signatures.

Attachments: Contract amendment and Project Fund Investment and Disbursement Agreement (escrow agreement).

CONTRACT AMENDMENT

BETWEEN

THE CITY OF WICHITA, KANSAS

AND

THE GREAT PLAINS TRANSPORTATION MUSEUM

WHEREAS, there now exists a Contract (dated August 17, 2004) between the City of Wichita, Kansas (CITY), The Great Plains Transportation Museum (GPTM) and others covering modifications to be made in conjunction with the Wichita Rail Grade Separation Projects (PROJECT) to the facilities adjacent to the historical Union Station rented by GPTM from the BNSF Railroad; and

WHEREAS, it is the desire of CITY and GPTM that the GPTM provide directly some of the services required for PROJECT improvements as it may deem advisable in conjunction with its master facility use plan, and receive compensation to cover that shift in responsibility for completion of this aspect of the PROJECT; and

WHEREAS, United Missouri Bank (UMB) is an important member of the downtown Wichita business community, supports downtown development, recognizes the value of improving facilities open to the public that create a link between the Arena neighborhood and Old Town, and is willing to serve as escrow agent to bring this project to culmination;

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION.

The parties recognize that the desirability of facility design and improvements originally envisioned for this site by the parties in 2004 may have shifted after the opening of the adjacent Intrust Bank Arena and the pedestrian traffic generated by that facility. GPTM previously created a master development plan for the site which may need alterations as well. In order to allow GPTM maximum flexibility in site development, and still retain oversight necessary due to expenditure of public funds, GPTM and City agree that GPTM will be allowed to use the remaining contract funds for facility improvements in accord with its master plan as it may be revised, subject to oversight and expenditure controls imposed by UMB. In this process, neither GPTM nor UMB shall be the agent of CITY and shall have no power to bind it to any obligation. CITY undertakes only those responsibilities expressly described herein. UMB undertakes the fiduciary responsibilities attendant with third party financial oversight.

B. RESPONSIBILITIES OF CITY.

CITY shall pay to UMB, for either direct payment of approved expenses, or for its distribution to GPTM as reimbursement for actual costs approved by UMB' for planning, design, construction, and inspection services necessary for improvements to the GPTM facility that are incurred by GPTM. The parties agree that the sum of $268,025 is the maximum limit of compensation to GPTM for the PROJECT, except that interest earned on the account held by UMB shall be for the benefit of GPTM. City shall pay to UMB directly the sum of $1,000 at contract execution as compensation for WDDC's oversight services. The parties agree that the sum of $1,000 is the maximum limit of compensation to UMB for its oversight of the PROJECT.

C. RESPONSIBILITIES of UMB.

UMB shall review and approve all expenditures submitted by GPTM on the project. Expenses not submitted for prior approval shall not be eligible for payment or reimbursement. The parties agree that UMB is not the construction manager for the PROJECT, and its function is limited to assuring accountability for use of the funds distributed through its assistance. The parties agree that the only costs eligible for payment or reimbursement will be for modifications to the real estate, any improvements thereon, and

fixtures. No project funds provided under this Contract shall be expended for exhibit acquisitions, including rolling stock, operational or marketing expenses, staff salaries, or other obligations not directly related to facility improvements. However, payments for attorney fees incurred by GPTM prior to full execution of this Contract shall be allowable as planning services, and if desired by GPTM, the replacement of a portable welder is allowed as an exception to the approval restrictions. Expenditures for equivalent facilitation under the Americans with Disabilities Act shall also be permitted. All documents and evidence pertaining to costs eligible and reimbursed under this Contract shall be available for inspection by CITY during normal business hours in the offices of UMB for a period of three years following final payment. Procedures established for either direct payment or reimbursement of expenses shall be left to the reasonable discretion of UMB staff.

D. RESPONSIBILITIES OF GPTM.

GPTM shall define, plan, design and construct such real property and facility improvements as it deems advisable to enhance its use of the property used for museum purposes at the Union Station site. GPTM is responsible to obtain all necessary permissions from BNSF Railroad, its lessor, prior to commencing any proposed modification. GPTM will use reasonable business judgment in its selection of contractors for work to be performed, and through those contractors, provide all necessary utility coordination, obtain all required permits, and provide all other management services necessary for any such modifications. GPTM shall submit planned expenditures to UMB for prior concept approval, and all documentation reasonably required by UMB of planned or actually incurred expenses in its application for final approval by UMB.

GPTM agrees to accept from CITY the maximum sum of $268,025 as the full and complete financial responsibility of CITY to GPTM, its employees, agents and attorneys on any basis or legal theory. GPTM will assure ADA accessibility to its facilities to at least the standard required by law and applicable regulations, and will indemnify CITY and UMB against any claim arising therefrom. GPTM will require commercially reasonable general liability insurance coverage (minimum coverage limits of $500,000) from any contractor working on the PROJECT, and before the commencement of work will require such policies to name CITY and UMB as additional insureds.

E. SUPERSEDING DOCUMENT.

The parties agree that this Contract Amendment addresses changed circumstances between them, and is intended to supersede and replace the provisions of the August 17, 2004 contract. Execution of this Contract Amendment and payment of the sum of $268,025 to UMB will act as a full, final and complete release between the CITY and GPTM.

F. ADDITIONAL PROVISIONS.

1. Cash Basis and Budget Laws. The right of the parties to enter into this Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) of the State of Kansas. This contract shall be construed and interpreted in such a manner as to ensure the parties shall at all times remain in conformity with such laws.

2. No Arbitration. GPTM, UMB and the CITY shall not be obligated to resolve any claim or dispute related to the contract by arbitration. Any reference to arbitration in prior discussions or documents is deemed void.

3. Non-Discrimination. All parties shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements incorporated herein by reference.

4. Authorized Representatives. Each party represents that the signatory to this Contract Amendments has full authority to bind it to the provisions hereof, and that such authority has been granted by satisfying all appropriate, internal organizational requirements.

[Signatures only on the following page.]

IN WITNESS WHEREOF, the CITY, GPTM and UMB have executed this CONTRACT AMENDMENT as of this _____ day of _____, 2011.

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

Great Plains Transportation Museum

_____
(Name & Title)

ATTEST:

_____

United Missouri Bank, NA

_____
(Name & Title)

ATTEST:

_____

PROJECT FUND INVESTMENT AND DISBURSEMENT AGREEMENT

THIS PROJECT FUND INVESTMENT AND DISBURSEMENT AGREEMENT (the "Agreement") is made effective the ____ day of _____, 2011, by and among the **City of Wichita, Kansas,** (the "City"), **The Great Plains Transportation Museum** (the "GPTM") and **UMB BANK, N.A.,** a national banking association, with its principal payment office located in Wichita, Kansas as Disbursement Agent (the "Disbursement Agent").

RECITALS: The City and GPTM desires that the Disbursement Agent hold and distribute the balance of the project contract funds of $268,025 pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Definitions. In addition to the words and terms defined elsewhere herein, the following words and terms used in this Disbursement Agreement shall have the following meanings:

"Project" means expenditures permitted to GPTM from the allowable alternatives set out in the contract amendment signed by the City and GPTM contemporaneously, and attached to this agreement as **Exhibit C.**

Section 2. Creation of Project Fund. There is hereby created and established with the Disbursement Agent, as a depositary for the City, an account designated as the "Wichita Rail Grade Separation Project Fund" (the "Project Fund").

Section 4. Deposits to the Project Fund. Concurrently with the execution and delivery of this Agreement, the City herewith deposits with the Disbursement Agent, and the Disbursement Agent acknowledges receipt and deposit into the Project Fund of funds provided by the City.

Section 5. Disbursement of Moneys from the Project Fund.

(a) Money in the Project Fund shall be used solely to pay for costs requested by GPTM in a disbursement request in the form similar to that attached as Exhibit A hereto. On or before the second (2nd) Business Day following the submission to the Disbursement Agent of a Disbursement Request that meets the requirements of the next sentence, the Disbursement Agent shall disburse from available funds in the Project Fund money sufficient to pay the amount requested in the Disbursement Request. Each Disbursement Request for disbursement from the Project Fund shall (1) be signed by both Drew Meek and John Deck (Authorized GPTM Representatives), who the City specifically accepts as authorized signatories to Disbursement Requests when acting in concert and (2) contain the statements, representations and certifications and otherwise shall be substantially in the form attached hereto as **Exhibit A.** In the event the

disbursement request is for funds greater then what is on deposit with the Escrow Agent, then the Escrow Agent shall only be required to disburse funds up to the amount of available funds on deposit.

(b) The Disbursement Agent shall maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and shall file monthly statements of activity regarding the Project Fund with the City. The Disbursement Agent may rely conclusively on any Disbursement Request relating to the Project Fund, and will not be required to make any independent inspection or investigation in connection therewith. Conformance of a Disbursement Request to a request for direct payment of the costs of any improvement for the Project stated in section 5(a) above shall constitute unto the Disbursement Agent an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed.

Section 6. Investment of Money in the Project Fund. Moneys in the Project Fund shall be invested pursuant to the written direction of two Authorized GPTM Representatives, acting in concert solely at the risk of the GPTM and in investments permitted by UMB, which permission is not to be unreasonably denied. All earnings on any investments held in the Project Fund shall accrue to and become a part of such fund and any loss resulting from such investments shall be charged to such fund. The Disbursement Agent shall not be under any liability for interest on any moneys received hereunder. The Disbursement Agent shall be entitled to sell or redeem any such investment as necessary to make any distributions required under this Agreement and shall not be liable or responsible for any loss resulting from any such sale or redemption.

The Disbursement Agent understands that, under federal tax law, the GPTM is required to purchase and sell all investments at fair market value. The Disbursement Agent shall exercise its best efforts to purchase all investments at prices not greater than the fair market value of those investments, and to sell all investments at prices not less than the fair market value of those investments.

The Disbursement Agent is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested, and to charge its normal cash management fees, which may be deducted from income earned on investments and which shall never exceed such earnings.

Section 7. Fees, Charges and Expenses of the Disbursement Agent. The Disbursement Agent shall be entitled to payment of and/or reimbursement for reasonable fees, as specified on **Exhibit B** hereto, for its ordinary services rendered hereunder, which specified fee covers all advances, agent and counsel fees and other ordinary expenses reasonably and necessarily made or incurred by the Disbursement Agent in connection with such ordinary services. In the event that it should become necessary that the Disbursement Agent perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided, that if such extraordinary services or extraordinary expenses are occasioned by the gross negligent or willful misconduct of the Disbursement Agent, it shall not be entitled to compensation or reimbursement therefor. Any

extraordinary fees, charges and expenses of the Disbursement Agent are payable by the GPTM promptly upon receipt of an invoice therefor.

Section 8. Successor Disbursement Agent Upon Merger, Consolidation or Sale. Any corporation or association with or into which the Disbursement Agent may be merged or converted or with or into which it may be consolidated, or to which the Disbursement Agent may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which the Disbursement Agent is a party shall be and become successor Disbursement Agent hereunder and shall be vested with all the powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 9. Resignation or Removal of Disbursement Agent. The Disbursement Agent and any successor Disbursement Agent may at any time resign from the duties hereby created by giving 30 days advance written notice to the City; provided, however, that such resignation shall not become effective until a successor has been appointed and has accepted the duties of the Disbursement Agent. The City shall have the right to remove the Disbursement Agent, with or without cause, and appoint a successor Disbursement Agent by filing with the bank or trust company then performing such function a certified copy of the proceedings giving notice of the termination of such bank or trust company as Disbursement Agent and appointing a successor.

Section 10. Vesting of Rights and Obligations in Successor Disbursement Agent. Every successor Disbursement Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor. Such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Disbursement Agent all the powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and such predecessor Disbursement Agent shall deliver all securities and moneys held by it as Disbursement Agent hereunder to its successor.

Section 11. Liability of Disbursement Agent. The Disbursement Agent shall not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Agreement and the Resolution, save for the gross negligent or willful misconduct of the Disbursement Agent.

Section 12. Successors and Assigns. All of the covenants, promises and agreements in this Agreement, by or on behalf of the City, the GPTM and the Disbursement Agent, shall be binding upon and inure to the benefit of their respective successors and assigns whether so expressed or not.

Section 13. Termination. This Agreement may be terminated by the City, with or without cause, upon giving the Disbursement Agent 30 days advance written notice of

termination. Upon such termination by the City, the Disbursement Agent shall deliver all securities and moneys held by it as Disbursement Agent hereunder to the City or the successor Disbursement Agent, as directed by the City. This Agreement shall terminate when all disbursements required to be made by the Disbursement Agent under the provisions hereof shall have been made.

Section 14. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by the Contract or this Agreement to be given to or duly mailed by certified mail, addressed:

(a) To the City at:

Michael Jacobs
City Project Engineer
City of Wichita
455 N. Main, 7th floor
Wichita, KS 67202

(b) To the Disbursement Agent at:

UMB Bank, N.A.
130 N. Market
Wichita, Kansas 67202
Attention: Corporate Trust Department

(c) To the Great Plains Transportation Museum at:

David P. Calvert, P.A.
532 North Market
Wichita, Kansas 67214

Section 15. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable law of the State of Kansas, without giving effect to any conflict of laws principles that would require the application of the laws of a different jurisdiction.

Section 16. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 17. Electronic Transactions. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed

documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

City of Wichita, Kansas

_____
Carl Brewer, Mayor

UMB BANK, N.A.,
as Disbursement Agent

By: _____
Title: Bonnie Mosher-Vice President

Great Plains Transportation Museum

By: _____
Drew Meek,

By: _____
John Deck,

EXHIBIT A
TO DISBURSEMENT AGREEMENT

FORM OF
DISBURSEMENT REQUEST
FOR COSTS OF THE PROJECT

Request No. _____ Date: _____

WRITTEN REQUEST FOR DISBURSEMENT FROM
THE PROJECT FUND

To: UMB Bank, N.A., as Disbursement Agent
130 N. Market
Wichita, Kansas 67202
Attention: Corporate Trust Department

Pursuant to **Section 5** of the Disbursement Agreement dated _____, 2011 (the "Disbursement Agreement"), the undersigned hereby requests payment of the sum of $_____from the Project Fund in accordance with this request, and hereby certifies as follows:

1. All capitalized terms used in this request have the meanings specified in the Disbursement Agreement.

2. Costs of the Project have been made or incurred by the GPTM and have been paid by the GPTM or are presently due to the persons for whom payment is requested. I further certify that the fair value of such work or materials, machinery and equipment, is not exceeded by the amount requested. I further certify that, except for the amounts set forth below, there are no outstanding debts now due and payable for labor, wages, materials, supplies or services in connection with the construction of said buildings and improvements or the purchase and/or installation of machinery, equipment and personal property which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Land, the Project or any part thereof. I further certify that no part of the amounts set forth below have been the basis for any previous withdrawal of any moneys from the said Project Fund.

Payment Instructions _____

By:_____
John Deck Authorized Representative

By: _____
Drew Meek Authorized Representative

EXHIBIT B

DISBURSEMENT AGENT FEES AND EXPENSES

Flat rate fee for all services in the sum of one thousand dollars ($1,000) to be paid by City at time of deposit, as an additional sum to the settlement amount deposited.

EXHIBIT C
CONTRACT AMENDMENT

of this _____ day of _____, 2011.

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

Great Plains Transportation Museum

_____
John Gries, President

ATTEST:

_____
John Deck, Secretary

United Missouri Bank, NA

_____
(Name & Title)

ATTEST:

_____

CORPORATE RESOLUTION OF
GREAT PLAINS TRANSPORTATION MUSEUM, INC.

I, John Deck, Secretary of the Great Plains Transportation Museum, Inc., state that at a meeting of the Board of Directors of the corporation held on September 7, 2011, for which notice of same was waived pursuant to the corporation bylaws, and for which a quorum was present, the following Resolution was adopted:

BE IT RESOLVED THAT:

1. The Corporation should enter into the agreement with the City of Wichita which is attached hereto as Exhibit A.

2. The Corporation should enter into the agreement with UMB Bank which is attached hereto as Exhibit B.

3. Drew Meek and John Deck, both members of the board are hereby appointed as an executive committee with full authorization to act on the behalf of the Corporation for investment review, facility improvement planning and charging against the fund referred to in Exhibit B. All actions by them shall be put in the form of a report presented to the board on a monthly basis. Copies of all bid documents, contracts, pay requests, invoices and receipts for material purchased and supporting documents will be kept in an orderly file at the Museum and be made available for review by the City of Wichita and UMB.

State of Kansas)
) ss:
County of Sedgwick)

I, John Deck, Secretary of the Corporation, hereby certify that the above is a true and correct copy of the resolution that was duly adopted at the above-dated meeting of the board of directors.

John Deck, Secretary

September 15, 2011
Date

Subscribed and sworn to before me, a notary public, in and for the said county and state, this 15th day of September 2011

My commission expires: 3-19-2014

Notary Public

JANNA L. ARNOLD
SEDGWICK COUNTY
NOTARY PUBLIC - STATE OF KANSAS
My Appointment Expires 3-19-2014

City of Wichita
City Council Meeting
December 6, 2011

TO: Mayor and City Council

SUBJECT: Change Order No. 12- ASR Recharge Well Support (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 12.

Background: On August 24, 2010, the City Council approved a contract with Dondlinger & Sons Construction Co. to reconstruct existing water wells to serve the Aquifer Storage and Recovery Facility. After system testing, it was discovered that excessive sand has migrated into one of the wells. The screens in the well casing require mechanical purging of the gravel pack and sand removed from the casing. A change order has been prepared for the cost of the additional work.

Analysis: The additional work consists of swabbing and cleaning the well casing. If cleaning methods prove to be unsuccessful, either a shroud will be attached to the pump or the pump will be repositioned inside the casing. All work will be performed as a measured quantity as required to bring the well site back into production.

Financial Considerations: The total cost of the additional work is $33,047, with the total paid by the Water Utility. The original contract amount is $15,893,500. This change order plus previous change orders represents 0.54% of the original contract amount. Funding is available within the existing project budget.

Goal Impact: The project addresses the Efficient Infrastructure goal by providing a needed water supply.

Legal Considerations: The Law Department has approved the change order as to form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 12 and authorize the necessary signatures.

Attachments: Change Order No. 12.

PUBLIC WORKS-ENGINEERING

October 28, 2011

CHANGE ORDER

To: Dondlinger & Sons Construction Co.

Project: W-549-011 Recharge Well Support Facilities. ASR Bid Package G1

Change Order No.: 1012
Purchase Order No.:030683
CHARGE TO OCA No.: 633969

Project No.: 788011
OCA No.: 633969
PPN: 788011

Please perform the following extra work at a cost not to exceed $33,047.00

Additional Work:
1. Swab and clean well casing at Site MR45.
2. Provide shroud material for pump (Option 1).
3. Provide additional power cable (Option 2).
4. Provide additional control cable (Option 2).
5. Drop pipe extension (Option 2).
6. Crane mobilization is required to perform work listed in Option 1 or 2 above.

Reason for Additional Work:
1. Excessive sand has migrated into the well casing at Well Site MR 45 due to possible iron bacteria. The screens on the well casing require mechanical purging of the gravel pack and sand removal from the casing. The amount of cleaning required to develop the well for service is unknown, thus work will be done as directed by the Engineer as a measured quantity as well as related work listed below.
2. Add shroud on to pump to relocate draw influence to a lower zone if necessary.
3. Power cable for extension to lower pump if necessary.
4. Control cable for extension to lower pump if necessary.
5. Extend pipe lower in well if necessary.
6. Crane work is required to pull and replace the well pump.

Measured Quantity Items	Negot'd/Bid	Qty	Unit Price	Extension
1. Well Swabbing	Negot'd	10 day	$1,949.00	$19,490.00
2. Shroud (304 SS)	Negot'd	1 ls	$6,467.00	$6,467.00
3. Power Cable Ext.	Negot'd	1 ls	$1,897.00	1,897.00
4. Control Cable Ext.	Negot'd	1 ls	$1,185.00	$1,185.00
5. Drop Pipe Ext.	Negot'd	1 ls	$3111.00	$3111.00
6. Crane Mobilization	Negot'd	1 ls	$897.00	$897.00

TOTAL: $33,047.00

CIP Budget Amount: $26,500,000.00

Consultant: Burns & McDonnell
Exp. & Encum. To Date: $26,333,007.63

CO Amount: $33,047.00
Unencum. Bal. After CO: $133,945.37

Original Contract Amt.: $15,893,500.00

Current CO Amt.: $33,047.00
Amt. of Previous CO's: $53,539.00
Total of All CO's: $86,586.00
% of Orig. Contract / 25% Max.: .54%
Adjusted Contract Amt.: $15,980,086.00

Recommended By:

_____ _____
Dennis H. Sanders Date
Construction Admin Mgr
RW Beck & Associates

Approved:

_____ _____
Contractor Date

Approved:

_____ _____
Stan Breitenbach, P.E. Date
Special Projects Engineer

Approved

_____ _____
Jim Armour, P.E. Date
City Engineer

Approved

_____ _____
Alan King Date
Director of Public Works & Utilities

Approved as to Form:

_____ _____
Gary Rebenstorf Date
Director of Law

By Order of the City Council:

_____ _____
Carl Brewer Date
Mayor

Attest:_____
City Clerk

CITY OF WICHITA
City Council Meeting
December 6, 2011

TO: Mayor and City Council

SUBJECT: Partial Acquisition of a Vacant Tract of Land at the Southeast Corner of Hoover Road and Curtis Street for the I-235 Floodway Crossing/13th Street Interchange Project (Districts V and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 1, 2011, the City Council approved the design concept to construct an interchange at I-235 and 13th Street North and associated street improvements. On May 24, 2011, the City Council approved funding to complete project design and provide funding for right-of-way acquisition. The improvements include relocating Hoover Road and developing a partial interchange for 13th Street North and I-235. The project will require the acquisition of all or part of 23 tracts. One of the tracts is a 38,768 square foot, undeveloped residential lot located at the southeast corner of Curtis Street and Hoover Road. A strip of land is required for road right-of-way together with a temporary construction at the driveway.

Analysis: The parcel was appraised at $3,900. This amount is comprised of $1,700 for the land at $.59 per square foot, $100 for the temporary construction easement, and $2,100 as damages for the loss of fencing and mature landscaping. The owner declined the appraised offer. Through negotiation the owner has agreed to accept $6,000, or $2,752 for the land at $.95 square foot, $100 for the temporary easement, and $3,148 for the fencing and landscaping. The increase in the fencing costs will allow the owner to install a new fence. The amount for the land is comparable to other acquisitions in the immediate area.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $7,000 is requested. This includes $6,000 for the acquisitions and $1,000 for title work, surveys, closing costs, and other administrative fees.

Goal Impact: The acquisition of these parcels is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

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

Recommendation/Action: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate purchase agreement; and 3) Authorize the necessary signatures.

Attachments: Aerial map, real estate agreement, and tract map.

PROJECT: West 13th Street **DATE:** _____

COUNTY: Sedgwick **TRACT NO.:** 0015

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this 9 day of November, 2011, by and between

Jim A. Fairchild

2120 N. Hyacinth Lane, Wichita, KS 67203
(Name and Address)

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

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed and Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:
2,897 (Sq. Ft.) $ 5,900.00
Temporary Easement for construction:
125 (Sq. Ft.) $ 100.00

Improvement & Buildings acquired with right of way:
Sand plums and fence

TOTAL: $ 6,000.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: _____ By: _____
Jim A. Fairchild

THE CITY OF WICHITA

By: _____ By: _____
Carl Brewer, Mayor Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Jim A. Fairchild
If mortgage or other liens, show names of holders:

REMARKS:

PIN/APN D-18142-0001
Security Title File Number 2026157

APPROVED TO FORM:

_____
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

_____
Gerald Cain, Project Manager

Tract #15 - D-181420001
Jim A. Fairchild
RIGHT-OF-WAY:

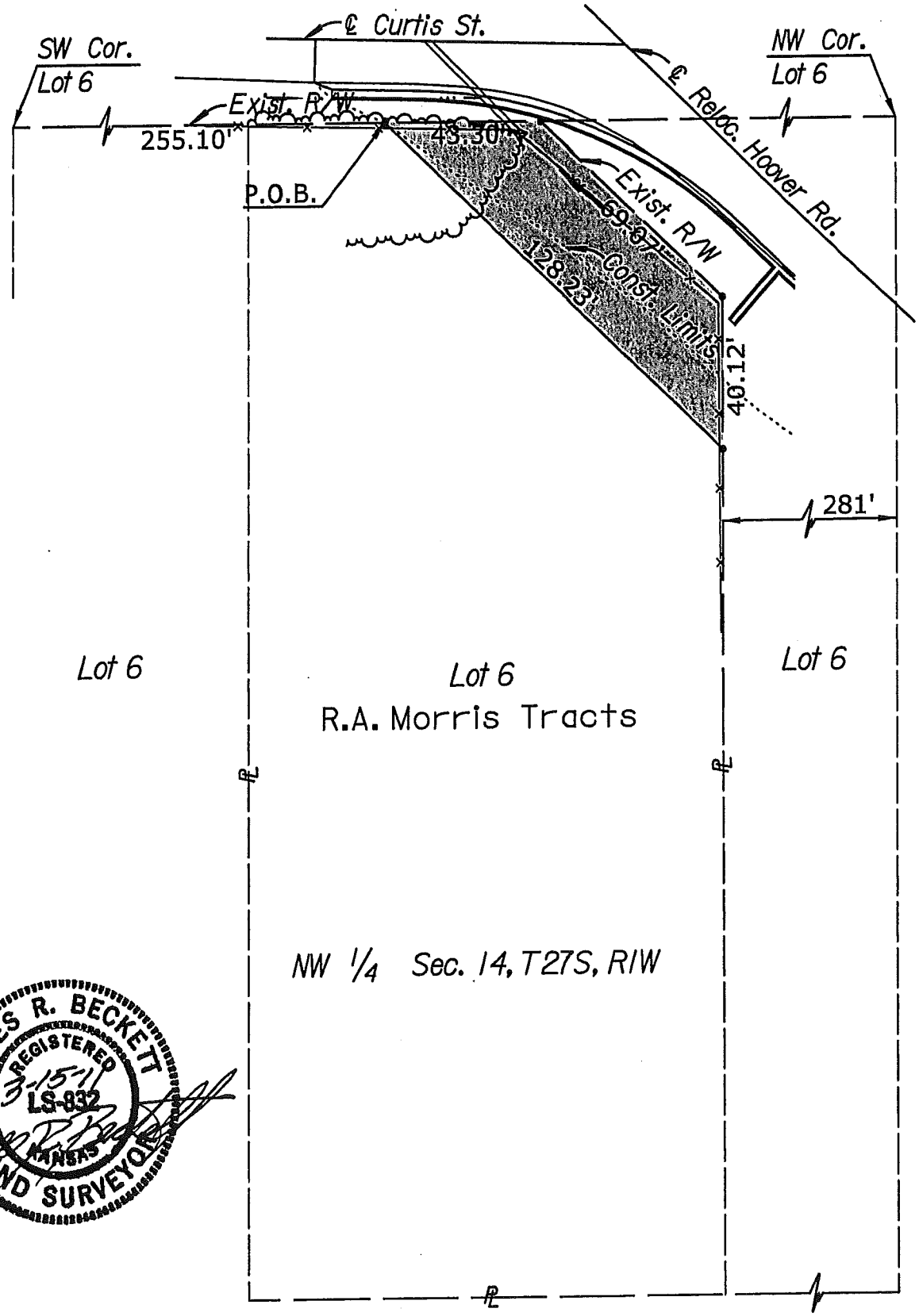
Commencing from the Southwest corner of Lot 6, R. A. Morris Tracts to Wichita, Sedgwick County, Kansas; thence North, along the West line of said Lot 6, a distance of 255.10 feet to the point of beginning; thence continuing North, along said West line, a distance of 43.30 feet; thence Northeasterly for a distance of 69.07 feet to a point 281 feet South of the North line of said Lot 6; thence East, parallel with said North line, a distance of 40.12 feet; thence Southwesterly for a distance of 128.23 feet to the point of beginning, containing 0.067 acres (2,897.14 sq. ft.), more or less.

JAMES R. BECKETT
REGISTERED
3-14-91
LS-832
KANSAS
LAND SURVEYOR

TRACT #15 - D-181420001

Jim A. Fairchild
Proposed Right of Way

Not to Scale



JAMES R. BECKETT
REGISTERED
3-15-11
LS-832
KANSAS
LAND SURVEYOR

March 15, 2011

Tract #15B - D-181420001
Jim A. Fairchild
TEMPORARY CONSTRUCTION EASEMENT:

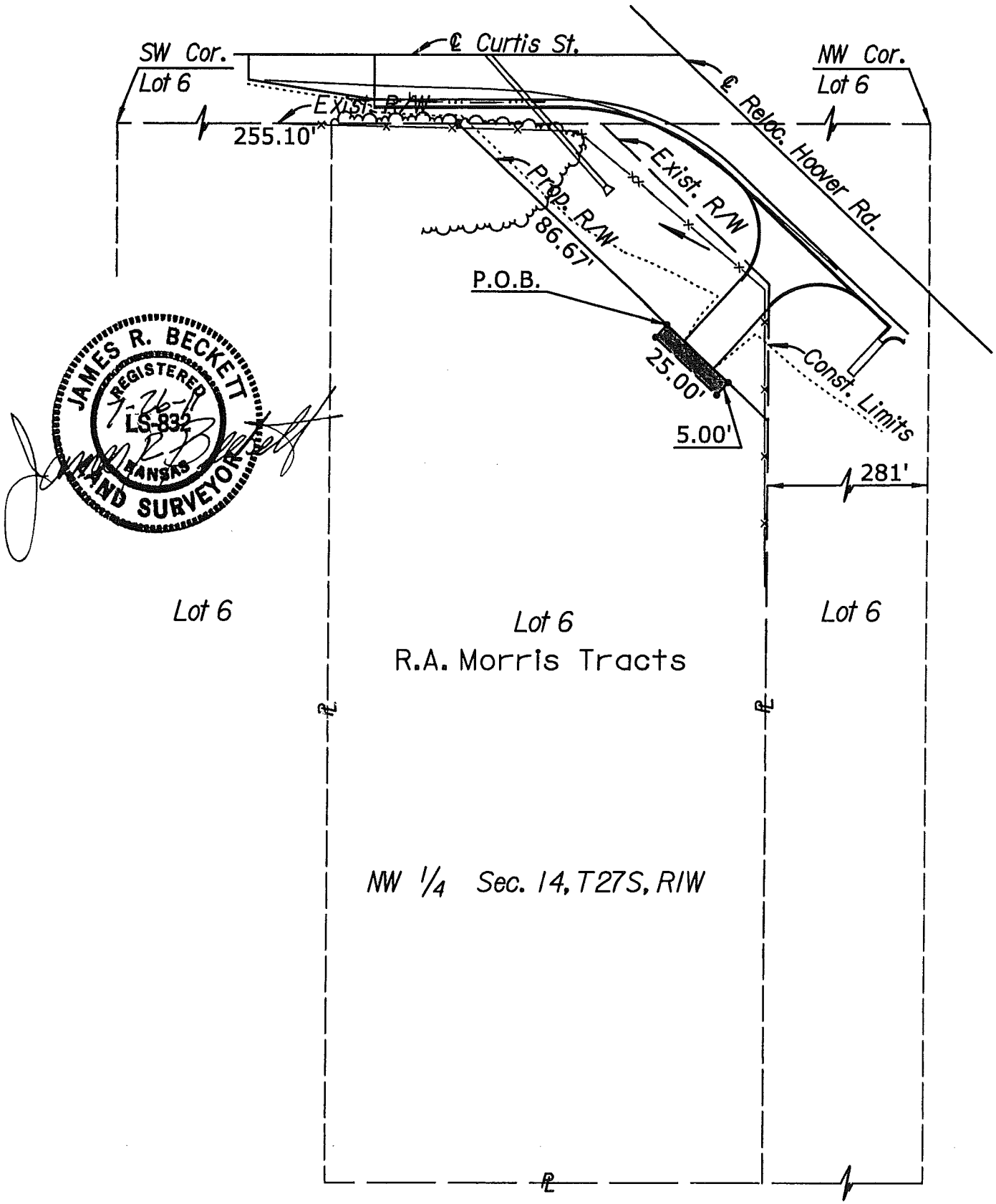
Commencing from the Southwest corner of Lot 6, R. A. Morris Tracts to Wichita, Sedgwick County, Kansas; thence on an assumed bearing of N 00°00'12"W, along the West line of said Lot 6, a distance of 255.10 feet; thence N 42°40'25"E for a distance of 86.67 feet to the point of beginning; thence continuing N 42°40'25"E for a distance of 25.00 feet; thence S 47°19'35"E for a distance of 5.00 feet; thence S 42°40'25"W for a distance of 25.00 feet; thence N 47°19'35"W for a distance of 5.00 feet to the point of beginning, containing 0.003 acres (125.00 sq. ft.), more or less.

JAMES R. BECKETT
REGISTERED
LS-832
KANSAS
LAND SURVEYOR

TRACT #15B - D-18142000I

Jim A. Fairchild
Temporary Construction Easement

Not to Scale

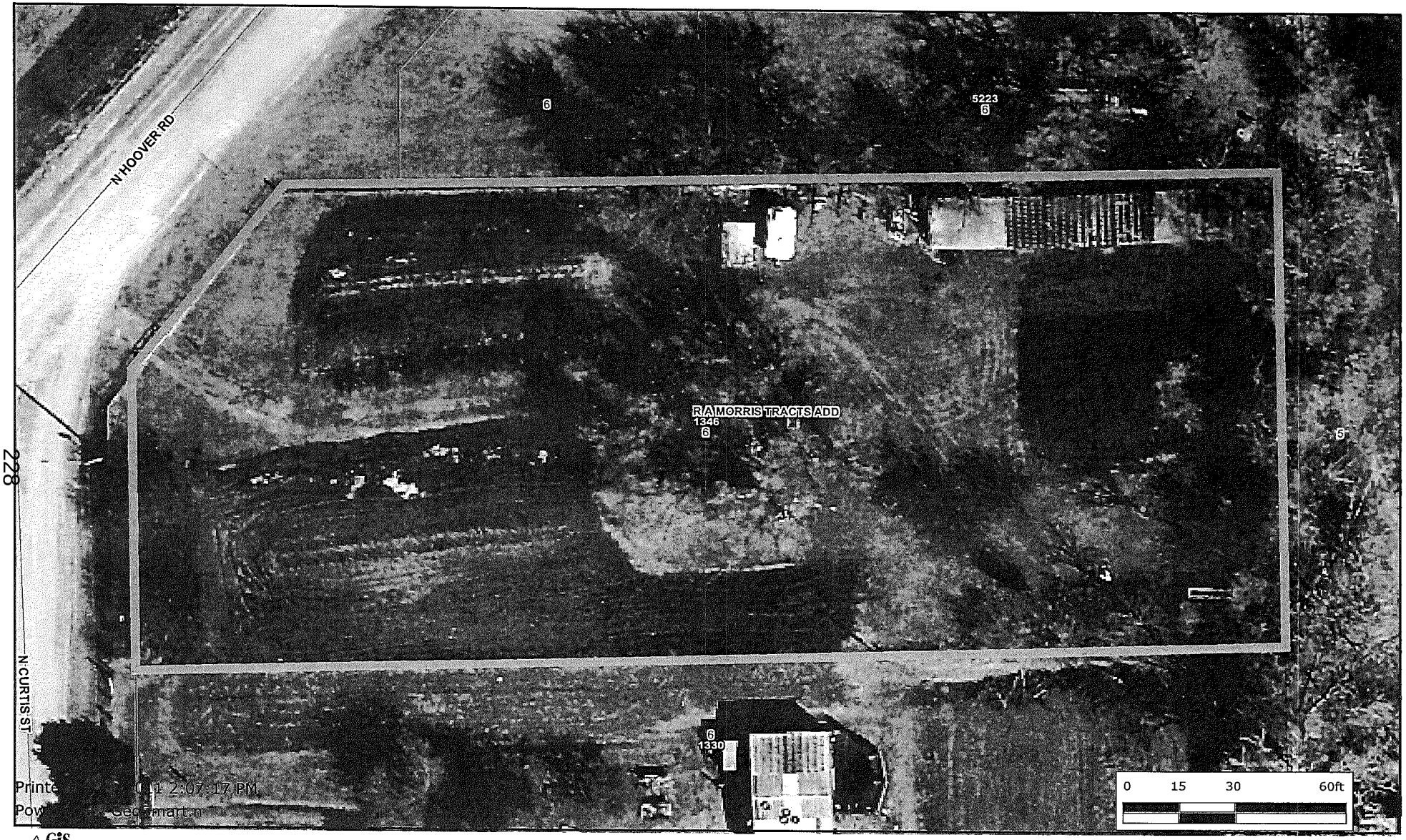


JAMES R. BECKETT
REGISTERED
LS-832
KANSAS
LAND SURVEYOR

July 21, 2011

Jim A. Fairchild

D-181420001



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CITY OF WICHITA
City Council Meeting
December 6, 2011

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 5223 West 13th Street North for the I-235 Floodway Crossing/13th Street Interchange Project (Districts V and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 1, 2011, the City Council approved the design concept to construct an interchange at I-235 and 13th Street North and associated street improvements. On May 24, 2011, the City Council approved funding to complete project design and provide funding for right-of-way acquisition. The improvements include relocating Hoover Road and developing a partial interchange for 13th Street North and I-235. The project will require the acquisition of all or part of 23 tracts. One of the tracts is a 5223 West 13th Street North. This parcel is improved with a single-family residence. The improvements are removed from the proposed acquisition.

Analysis: The parcel was appraised at $11,000. This amount is comprised of $3,000 for the land at $1.27 per square foot, $100 for the temporary construction easement, and $7,900 as damages for the loss of mature landscaping. The owner agreed to accept the appraised offer plus an additional $5,000 as proximity damages. The strip of land required as right-of-way is approximately twenty feet wide and reduces the owner's yard in half. In addition, the removal of the mature landscaping eliminates the screening the owner has to Hoover and Interstate 235. The payment of an additional $5,000 is a reasonable and prudent settlement.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $17,000 is requested. This includes $16,000 for the acquisitions and $1,000 for title work, surveys, closing costs, and other administrative fees.

Goal Impact: The acquisition of these parcels is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

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

Recommendation/Action: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate purchase agreement; and 3) Authorize the necessary signatures.

Attachments: Aerial map, real estate agreement, and tract map.

PROJECT: West 13th Street **DATE:** _____

COUNTY: Sedgwick **TRACT NO.:** 0016

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this 10 day of November, 2011, by and between

Travis L. Edwards, a single man, and Donald R. Edwards and Donna M. Edwards, husband and wife

5223 W. 13th N, Wichita, KS 67212
(Name and Address)

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

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed and Temporary Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:
2,355 (Sq. Ft.) $ 15,900.00
Temporary Easement for construction:
150 (Sq. Ft.) $ 100.00

Improvement & Buildings acquired with right of way:
Gravel, trees

TOTAL: $ 16,000.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: Donna M Edwards
Donna M. Edwards

By: Travis L Edwards
Travis L. Edwards

By: Donald R. Edwards
Donald R. Edwards

By: _____

THE CITY OF WICHITA

By: _____
Carl Brewer, Mayor

ATTEST:

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Mary A. Edwards, Travis L. Edwards, Donald R. Edwards and Donna M. Edwards

If mortgage or other liens, show names of holders:

Mortgages – National City Mortgage dba Commonwealth United Mortgage Company, CitiFinancial, Inc.

REMARKS:

D-18141-0001
PIN/APN
Security Title File Number 2026160

APPROVED TO FORM:

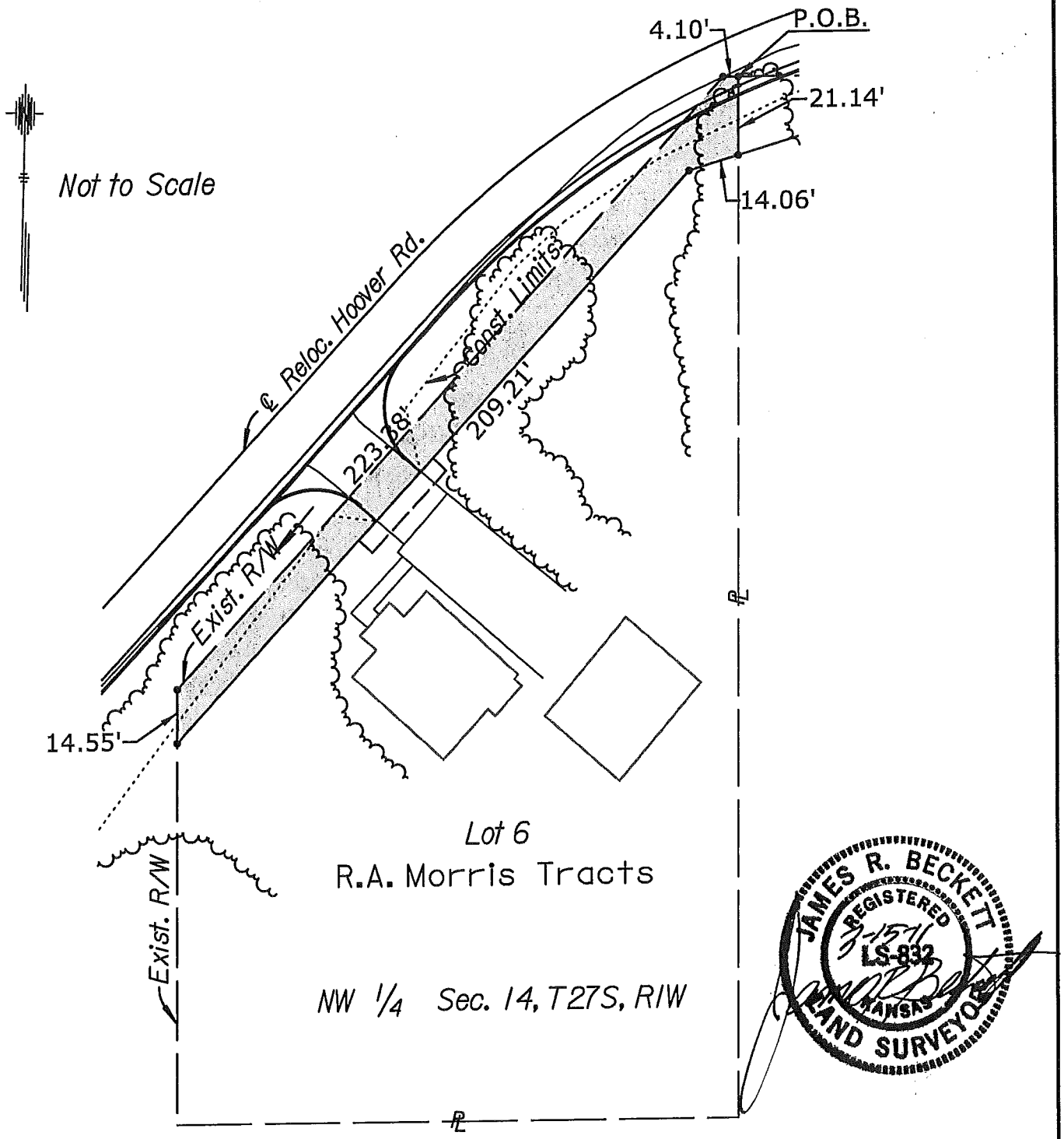
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Gerald Cain, Project Manager

TRACT #16A - D-18141001

Mary A. Edwards, Travis I. Edwards, Donald R. Edwards, & Donna M. Edwards Proposed Right of Way



March 15, 2011

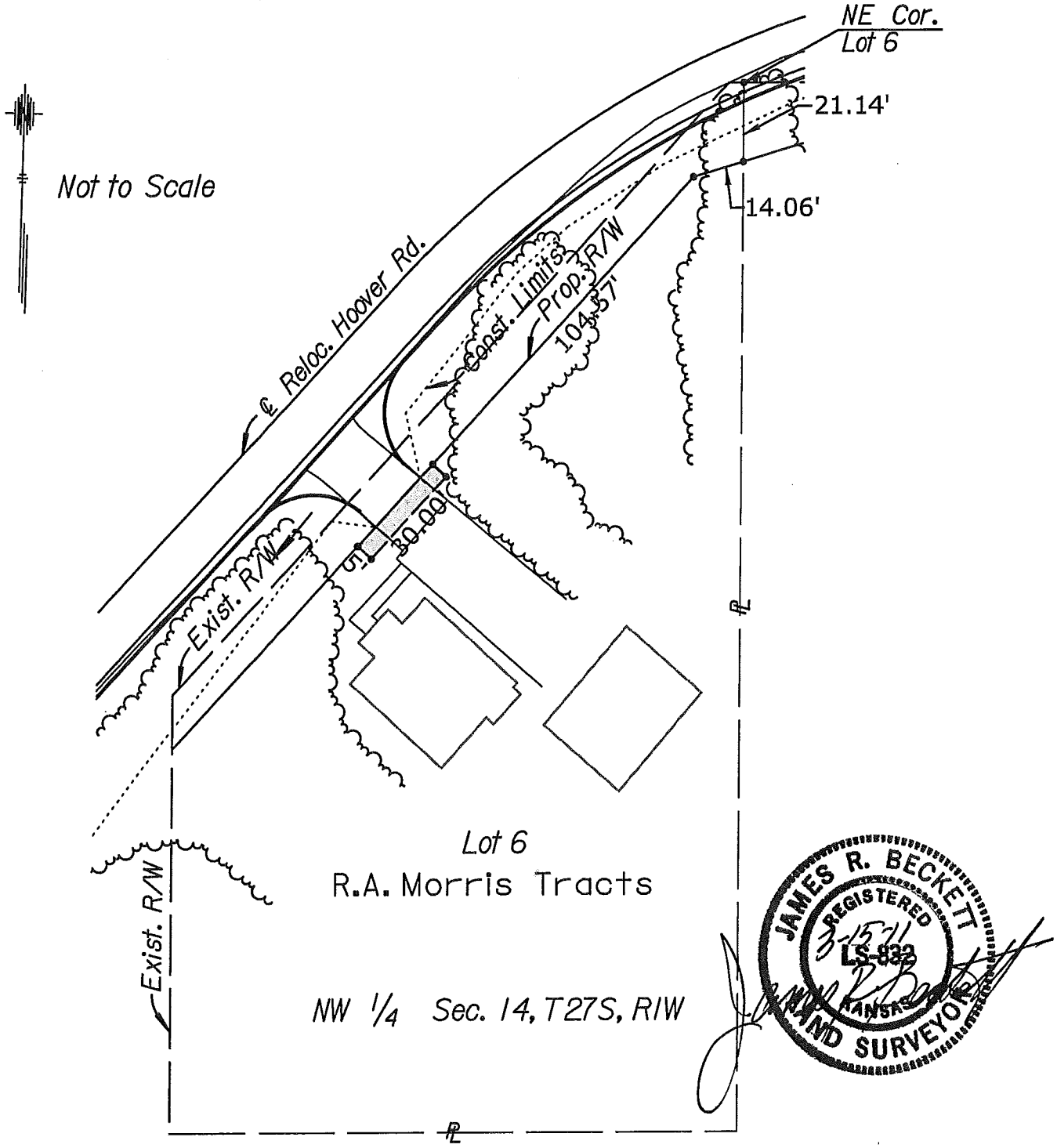
Tract #16A - D-181410001
Mary A. Edwards, Travis I. Edwards, Donald R. Edwards, & Donna M. Edwards
RIGHT-OF-WAY:

Beginning at the Northeast corner of Lot 6, R. A. Morris Tracts to Wichita, Sedgwick County, Kansas; thence on an assumed bearing of S 00°29'50"W, along the East line of said Lot 6, a distance of 21.14 feet; thence S 73°32'29"W for a distance of 14.06 feet; thence S 43°04'20"W for a distance of 209.21 feet to a point 155 feet West of said East line; thence N 00°29'50"E, parallel with said East line, a distance of 14.55 feet to a point 163.40 feet South of the North line of said Lot 6; thence N 42°59'27"E for a distance of 223.38 feet to a point on said North line; thence N 90°00'00"E, along said North line, a distance of 4.10 feet to the point of beginning, containing 0.054 acres (2,354.86 sq. ft.), more or less.

JAMES R. BECKETT
REGISTERED
3-14-17
LS-832
KANSAS
LAND SURVEYOR

TRACT #16B - D-18141001

Mary A. Edwards, Travis I. Edwards, Donald R. Edwards, & Donna M. Edwards Temporary Construction Easement



March 15, 2011

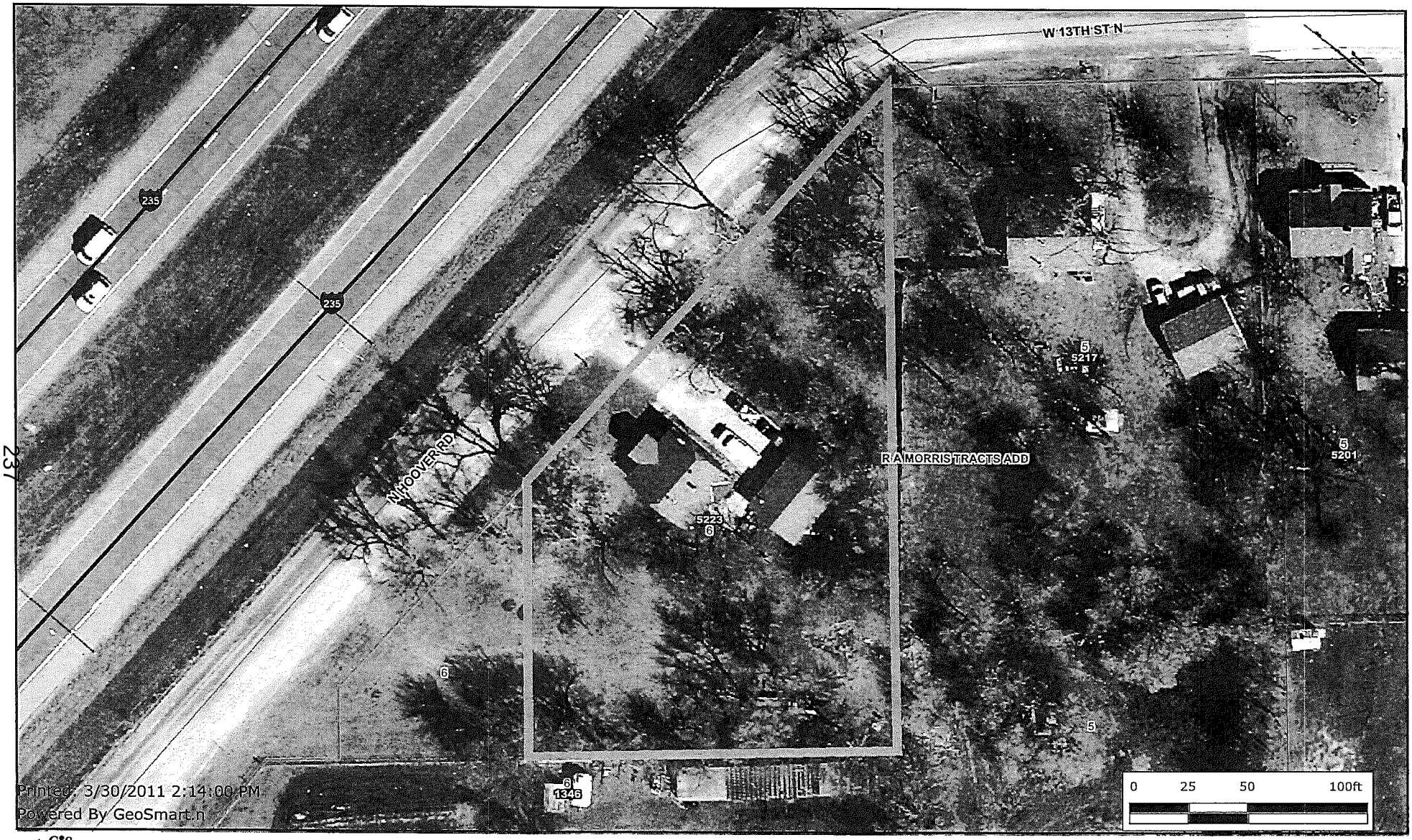
Tract #16B - D-181410001
Mary A. Edwards, Travis I. Edwards, Donald R. Edwards, & Donna M. Edwards
TEMPORARY CONSTRUCTION EASEMENT:

Commencing from the Northeast corner of Lot 6, R. A. Morris Tracts to Wichita, Sedgwick County, Kansas; thence on an assumed bearing of S 00°29'50"W, along the East line of said Lot 6, a distance of 21.14 feet; thence S 73°32'29"W for a distance of 14.06 feet; thence S 43°04'20"W for a distance of 104.57 feet to the point of beginning; thence continuing S 43°04'20"W for a distance of 30.00 feet; thence S 46°55'40"E for a distance of 5.00 feet; thence N 43°04'20"E for a distance of 30.00 feet; thence N 46°55'40"W for a distance of 5.00 feet to the point of beginning, containing 0.003 acres (150.00 sq. ft.), more or less.

JAMES R. BECKETT
REGISTERED
3-14-11
LS-832
KANSAS
LAND SURVEYOR

Mary A., Travis I., Donald R., & Donna M. Edwards

D-181410001



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CITY OF WICHITA
City Council Meeting
December 6, 2011

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 3760 South Broadway for the Improvement of the Bridge on Broadway near 34th Street South (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On February 15, 2011, the City Council approved the East Alignment of the proposed Broadway Bridge Project at 34th Street South. The project calls for the realignment and reconstruction of the Broadway Bridge over the Union Pacific rail corridor. The project will require the acquisition of all or part of approximately twelve parcels. The properties consist of a mix of residential and commercial uses. One of the parcels impacted by the project is 3760 South Broadway. It is necessary to obtain a 1,853 square foot temporary construction easement to accommodate the installation of a drainage inlet within a proposed 1,000 square foot drainage easement. The site is used as a towing yard and is improved with an office and warehouse. While the improvements are not impacted by the proposed project, access to the site and onsite parking is impacted.

Analysis: The partial acquisition was appraised at $2,000, $1,000 for the temporary easement and $1,000 for the drainage easement. The appraised offer was rejected by the owner due to the impact during construction. Through negotiation, the owner agreed to accept $5,250. This amount is comprised of $3,500 for the temporary easement, $1,500 for the drainage easement, and $250 as the cost to restripe the parking lot to allow for a temporary handicap parking stall during construction. The settlement avoids the risk associated with eminent domain and saves the City the associated administrative costs and time involved in the process.

Financial Considerations: The funding source for the project is General Obligation Bonds and Federal grant funds administered by the Kansas Department of Transportation. A budget of $6,250 is requested. This includes $5,250 for the acquisition and $1,000 for title work, closing costs and other administrative fees.

Goal Impact: The acquisition of these parcels is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

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

Recommendation/Action: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate purchase agreement; and 3) Authorize the necessary signatures.

Attachments: Real estate agreement and tract maps.

PROJECT: Broadway Bridge **DATE:** September 15, 2011

COUNTY: Sedgwick **TRACT NO.:** 0010

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY TEMPORARY EASEMENT AND PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT Made and entered into this 29 day of November, 2011, by and between

Mark SR LLC

3760 S. Broadway, Wichita, KS 67216
(Name and Address)

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

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Temporary Easement and Permanent Drainage Easement to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:

_____ (Sq. Ft.) $ N/A

Temporary Easement for construction:

1,853 (Sq. Ft.) $ 1,500.00

Permanent Drainage Easement:

1,000 (Sq. Ft.) $ 3,750.00

Improvement & Buildings acquired with right of way:

City to restore concrete parking area and restripe handicap parking stall in front of building prior to the completion of construction of the highway project.

TOTAL: $ 5,250.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

Mark SR LLC

By: Mark Spidel

By: _____

THE CITY OF WICHITA

By: _____
Carl Brewer, Mayor

ATTEST:

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Mark SR LLC

If mortgage or other liens, show names of holders:

REMARKS:

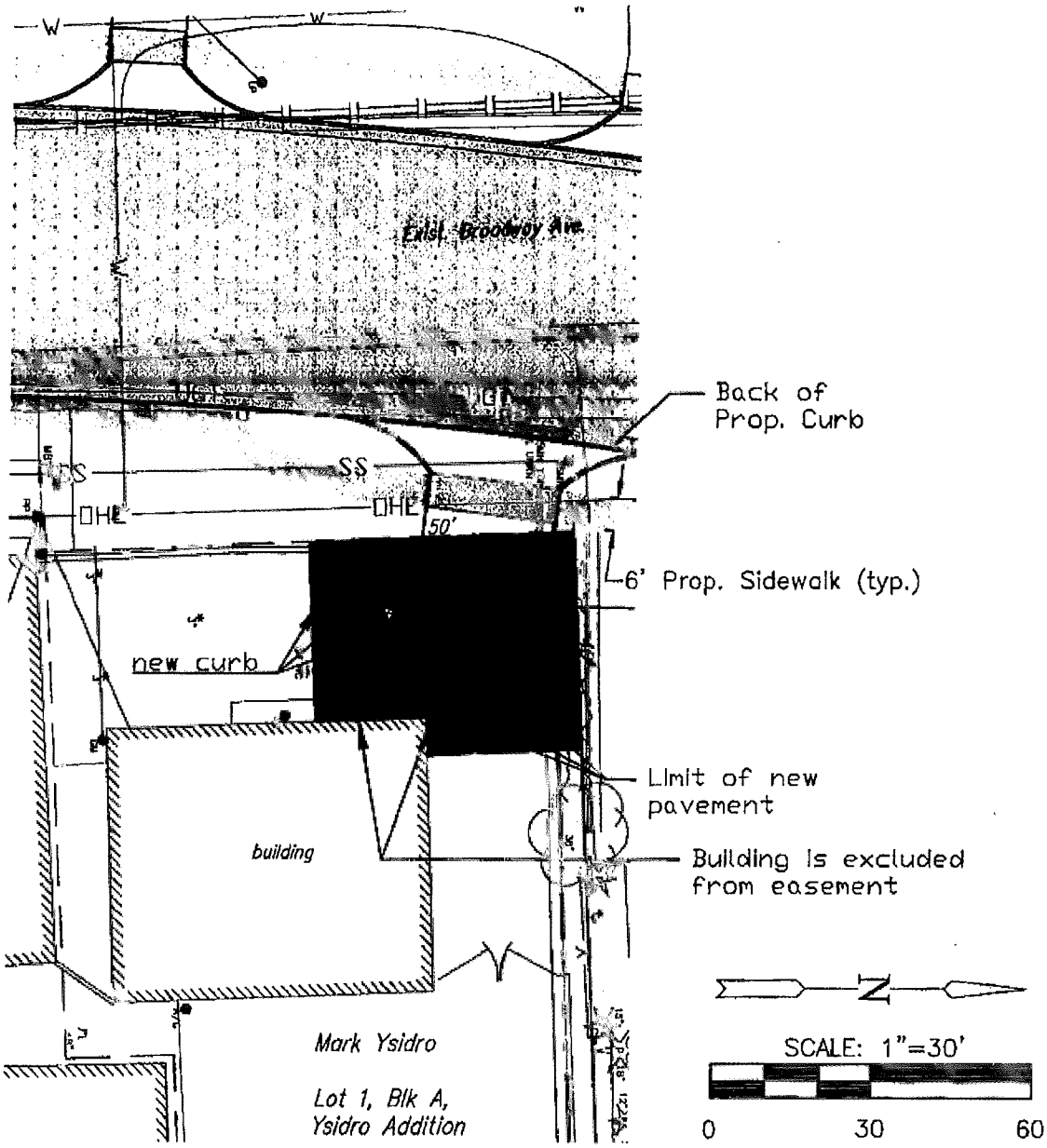
PIN/APN
Security Title File Number

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Gerald Cain, Project Manager



LEGAL DESCRIPTION:

Temporary Construction Easement:

The West 40 feet of the North 50 feet of Lot 1, Block A, Ysidro Addition to Wichita, Sedgwick County, Kansas, except for existing building.

LEGEND

Temporary Construction Easement = 1,853 sq. ft.

Proposed Paving Improvements

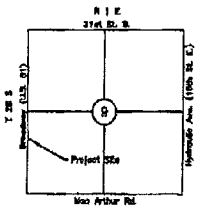
I:\MAP\2009\09081 SOUTH BROADWAY\DWG\TRACT MAPS\EAST-RW-A.DWG

Owner:

YSIDRO, MARK SR LLC
3760 S BROADWAY
WICHITA KS 67216

Property Identification:

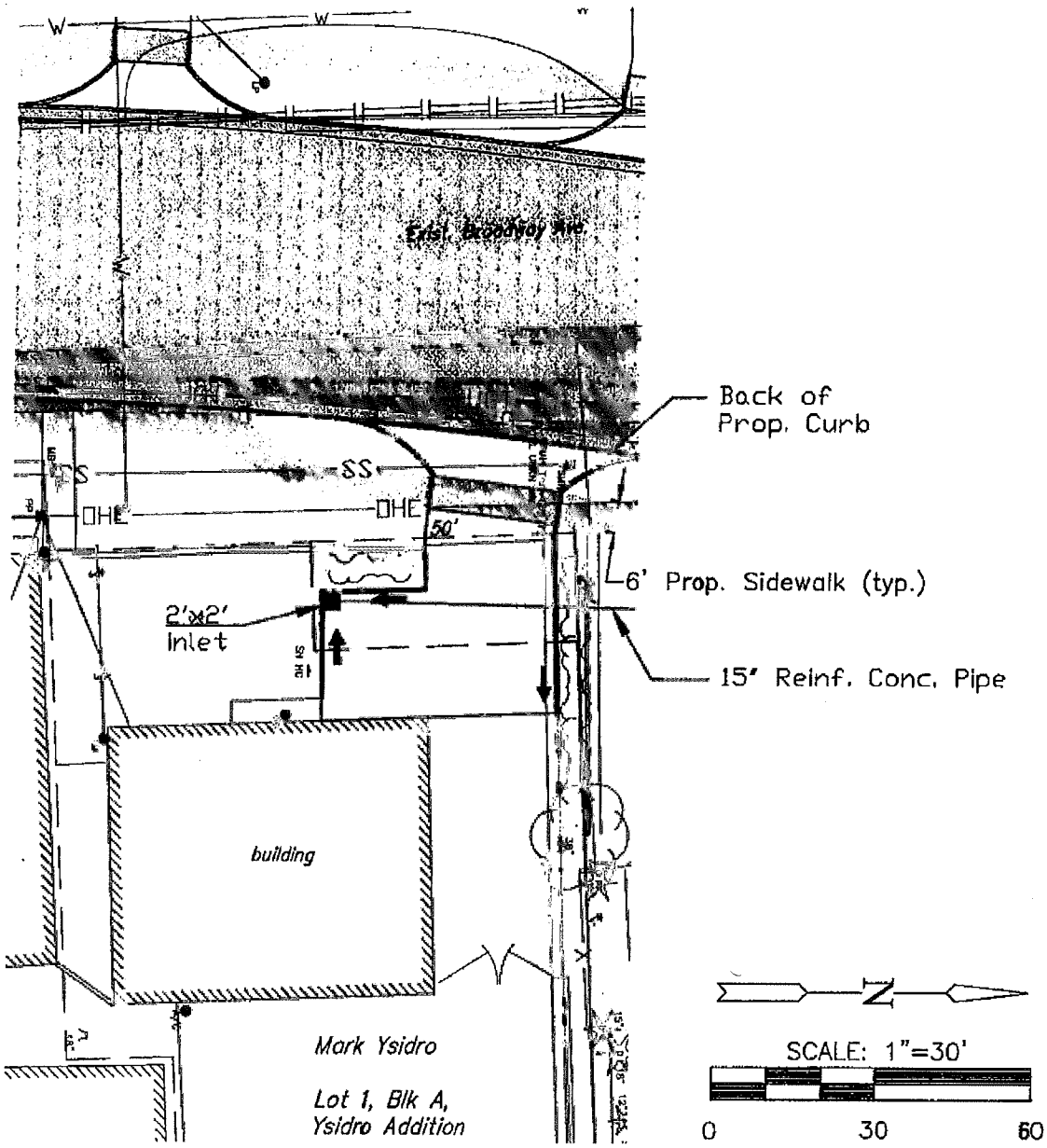
B 15216



VICINITY MAP

MKEC ENGINEERING CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600

SOUTH BROADWAY BRIDGE (PROJECT NAME)		
Temporary Construction Easement: TRACT MAP Ysidro 10A (SHEET TITLE)		
JRA (DESIGN BY)	DSN (DRAWN BY)	JCM (CHECKED BY)
February 2011 (DATE)	09081 (JOB NO.)	1 / 1 (SHEET/OF)



LEGAL DESCRIPTION:

Permanent Drainage Easement:

The West 20 feet of the North 50 feet of Lot 1, Block A, Ysidro Addition to Wichita, Sedgwick County, Kansas.

LEGEND

Permanent Drainage Easement = 1,000 sq. ft.

Proposed Paving Improvements

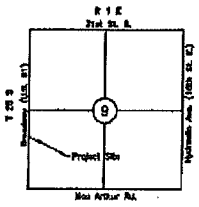
I:\MAP\2009\09081 SOUTH BROADWAY\DWG\TRACT MAPS\EAST-RW-A.DWG

Owner:

YSIDRO, MARK SR LLC
3760 S BROADWAY
WICHITA KS 67216

Property Identification:

B 15216



VICINITY MAP

MKEC ENGINEERING CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600

SOUTH BROADWAY BRIDGE PROJECT NAME		
Permanent Drainage Easement: TRACT MAP Ysidro 10B SHEET TITLE		
JRA DESIGN BY:	DSN DRAWN BY:	JCM CHECKED BY:
February 2011 DATE	09081 JOB NO.	1 / 1 SHEET/OF

CITY OF WICHITA
City Council Meeting
December 6, 2011

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 5321 North Wichita Avenue for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 5321 North Wichita in Park City. The two acre property is zoned and improved for commercial use. The proposed acquisition is along the west property line, at the rear of the property. The proposed area consists of 866 square feet. The site improvements are not impacted by the project.

Analysis: The owner rejected the estimated market value of $840, or $.97 per square foot. Through negotiation the owner agreed to accept $5,000. In addition to the land acquisition, this amount includes compensation for replacement fencing and relocation costs pertaining to onsite storage items.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $5,500 is requested. This includes $5,000 for the acquisition and $500 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

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

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

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

PROJECT: North Levee **DATE:** November 7, 2011

COUNTY: Sedgwick **TRACT NO.:** 12

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY PERMANENT EASEMENT

THIS AGREEMENT Made and entered into this 9 day of November, 2011, by and between

P & M Investments LLC

11323 NW 36th Street, Halstead, KS 67056
(Name and Address)

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

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by PERMANENT EASEMENT to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the PERMANENT EASEMENT conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:
866 (Sq. Ft.) $ 5,000.00
Temporary Easement for construction:
(Sq. Ft.) $ N/A

Improvement & Buildings acquired with right of way:
Fencing, trees, Landscaping within right of way

TOTAL: $ 5,000.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: _____
Paul D. Shimanek, President

By: _____
Mona F. Benewiat, Secretary Treasure

THE CITY OF WICHITA

By: _____
Carl Brewer, Mayor

ATTEST:

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

P & M Investments LLC

If mortgage or other liens, show names of holders:

REMARKS:

PIN/APN KE-PC-04295
Security Title File Number

APPROVED TO FORM:

_____
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

_____
Gerald K. Cain, Project Manager

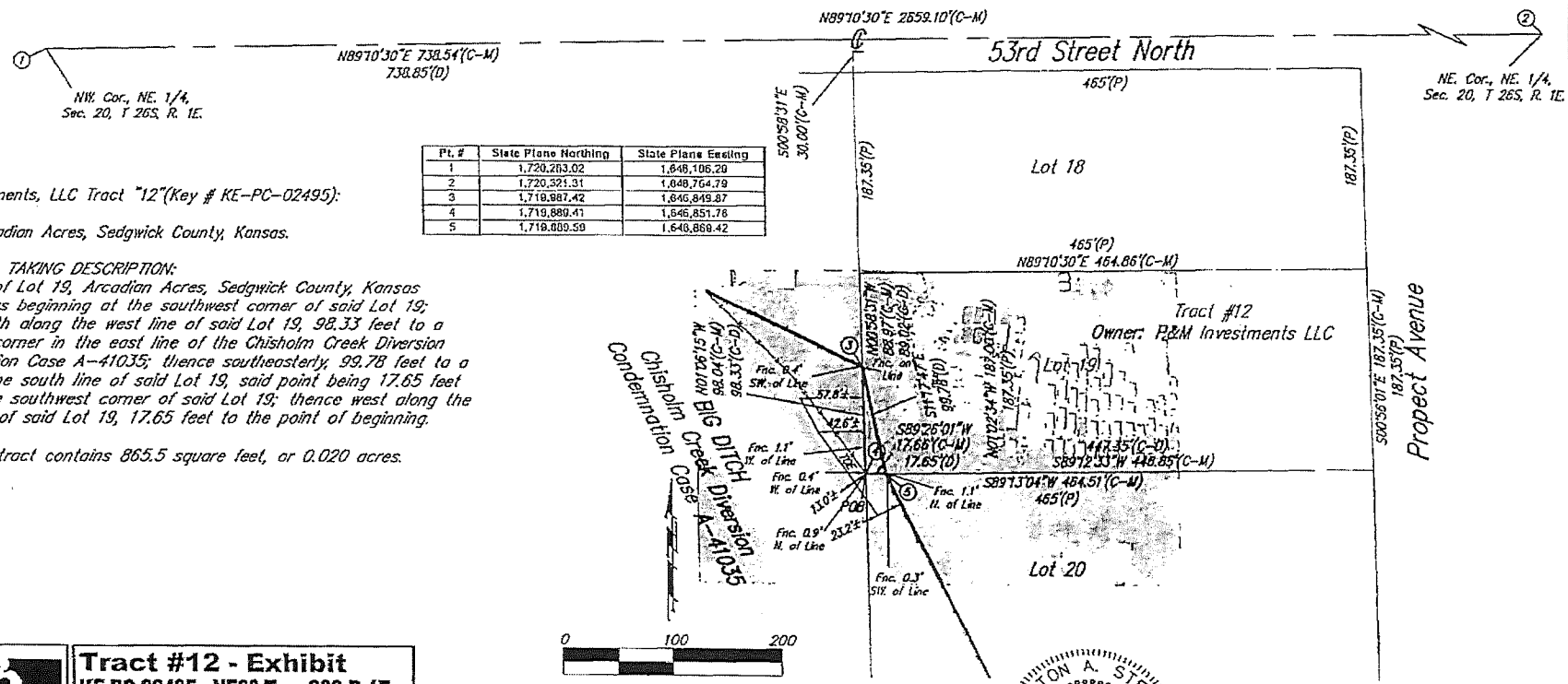
Pt. #	State Plane Northing	State Plane Easting
1	1,720,283.02	1,646,106.29
2	1,720,321.31	1,648,764.79
3	1,719,987.42	1,646,849.87
4	1,719,889.41	1,646,851.78
5	1,719,889.59	1,646,869.42

P&M Investments, LLC Tract "12"(Key # KE-PC-02495):

Lot 19, Arcadian Acres, Sedgwick County, Kansas.

ADDITIONAL TAKING DESCRIPTION:
A portion of Lot 19, Arcadian Acres, Sedgwick County, Kansas described as beginning at the southwest corner of said Lot 19; thence north along the west line of said Lot 19, 98.33 feet to a deflection corner in the east line of the Chisholm Creek Diversion Condemnation Case A-41035; thence southeasterly, 99.78 feet to a point on the south line of said Lot 19, said point being 17.65 feet east of the southwest corner of said Lot 19; thence west along the south line of said Lot 19, 17.65 feet to the point of beginning.

Additional tract contains 865.5 square feet, or 0.020 acres.



(C) = Calculated
CH. = Chord Length
CH. BR. = Chord Bearing
Δ = Delta Angle
(D) = Described
L = Arc Length
(M) = Measured
(P) = Plotted
(Pro) = Prorated
R = Radius

PRESTON A. STEWART
LICENSED
LS-1386
11-5-10
KANSAS
LAND SURVEYOR

Baughman

Tract #12 - Exhibit
KE-PC-02495 - NE20,Twp.26S,R.1E.
Sedgwick County, Kansas

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

REVISIONS	APPROVED MGC	DRAWN PAS
	SCALE 1"=100'	DATE November 5, 2010

E:\Projects\WVCFLS_10-07-P687\Tract_12.dwg 10-07-P687

Tract #12

ADDITIONAL TAKING DESCRIPTION:
A portion of Lot 19, Arcadian Acres, Sedgwick County, Kansas described as beginning at the southwest corner of said Lot 19; thence north along the west line of said Lot 19, 98.33 feet to a deflection corner in the east line of the Chisholm Creek Diversion Condemnation Case A-41035; thence southeasterly, 99.78 feet to a point on the south line of said Lot 19, said point being 17.65 feet east of the southwest corner of said Lot 19; thence west along the south line of said Lot 19, 17.65 feet to the point of beginning.

Additional tract contains 865.5 square feet, or 0.020 acres.

5321 N Wichita

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
December 6, 2011

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 526 East 53rd Street North for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 526 East 53rd Street in Park City. The property is irregular in shape and is located between the flood control levee and a rail road corridor. The property is zoned for heavy industrial use. The proposed acquisition area is comprised of 638 square feet, at the rear of the property in the southeastern corner.

Analysis: Within the acquisition area are two storage sheds. Both sheds and the contents are owned by the tenant. The owner accepted the appraised offer of $600, or $.94 per square foot. The tenant will be compensated $3,500 to remove and replace the sheds and $200 to relocate the personal property within.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $4,800 is requested. This includes $600 for the acquisition, $3,700 for the relocation of the sheds, and $500 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

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

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

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

PROJECT: North Levee

DATE: November 10, 2011

COUNTY: Sedgwick

TRACT NO.: 10

CITY OF WICHITA, KANSAS
A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY EASEMENT

THIS AGREEMENT made and entered into this 10th day of November, 2011 by and between:

Lewis W Williams Jr., Trustee of the Lewis W Williams Jr. Trust, UTD 4-3-1987(as an undivided half interest); and Marlene Louise Williams, Trustee of the Marlene Louise Williams Trust, UTD 4-3-1987(as an undivided half interest), landowner, and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A Right-of-way Acquisition Described as Follows:

See attached legal description

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the land owner(s) be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 45 days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 638 sq. ft. for right-of-way $600.00

Cost to Cure:
Damages including but not limited to: _____

TOTAL $600.00

Depreciated value of storage buildings to be paid to tenant.

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

Lewis W. Williams Jr.
Lewis W Williams Jr., Trustee of the Lewis W Williams Jr. Trust, UTD 4-3-1987

Marlene Louise Williams
Marlene Louise Williams, Trustee of the Marlene Louise Williams Trust, UTD 4-3-1987

City of Wichita
County of Sedgwick
State of Kansas

BUYER:
City of Wichita, KS, a municipal corporation

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

MEMORANDA

Exact and full name of owner, as it appears of record:

Lewis W Williams Jr., Trustee of the
Lewis W Williams Jr. Trust, UTD 4-3-1987(as an undivided half interest); and

Marlene Louise Williams, Trustee of the
Marlene Louise Williams Trust, UTD 4-3-1987(as an undivided half interest)

If mortgage or other liens, show names of holders:

_____

REMARKS:

RECOMMENDED BY: Dennis Keegan

Dennis Keegan, Acquisition Agent

Rev. 9-94
Form No. 1716

D. O. T.

Williams Tract "10"(Key # KE-PC-01889-0001):

The South 120 acres of the Southwest Quarter of Section 16, Township 26 South, Range 1 East, except beginning 1283 feet North of the Southwest corner, East 239 feet, South 540 feet to railroad, Northwesterly 450 feet to West line of the Southwest Quarter, North 158 feet to beginning, except floodway CC No. A-41501, and except I-35 CC No. 11673, and except 53rd Street North, and except railroad right-of-way, and except CC No. 92066 for highway, Sedgwick County, Kansas. EXCEPT that part of the South 120 acres of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, lying east of the East line of the Chisholm Creek Diversion as Condemned in District Court Condemnation Case A-41501, EXCEPT that part taken for highway right of way in District Court Condemnation Case C-11673-67, EXCEPT, that part of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, lying Southwesterly of the Saint Louis and San Francisco Railroad, except for roads on the West and South. EXCEPT, the Northeasterly 20.0 feet of the Burlington Northern and Santa Fe Railway Company's (formerly St. Louis San Francisco Railway Company) 150.0 feet wide Branch Line right of way at Wichita Heights, Kansas being 100.0 feet wide on the Southwesterly side and 50.0 feet wide on the Northeasterly side of said Railway Company's Branch Line Main Track centerline, as now located and constructed upon, over and across the Southwest Quarter of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, lying between two lines drawn parallel with and distant, respectively, 30.0 feet and 50.0 feet Northeasterly of, as measured at right angles from said Main Track centerline and bounded between the West line of said Southwest Quarter of the Southwest Quarter and a line drawn at right angles to said Main Track centerline distant 650.0 feet Southeasterly of said West line of the Southwest Quarter of the Southwest Quarter, as measured along a line drawn parallel with and distant 50.0 feet Northeasterly of, as measured at right angles from said Main Track centerline.

ADDITIONAL TAKING DESCRIPTION:
A portion of the South 120 acres of the Southwest Quarter of Section 16, Township 26 South, Range 1 East, more particularly described as commencing at the southwest corner of said Southwest Quarter; thence N89°03'28"E, along the south line of said Southwest Quarter, 703.70 feet to a point on the west line of the Chisholm Creek Diversion as Condemned in District Court Condemnation Case A-41501; thence N32°56'32"W, along the west line of said Chisholm Creek Diversion, 437.15 feet; thence N21°25'28"E, along a westerly line of said Chisholm Creek Diversion, 133.96 feet to the point of beginning; thence N30°03'07"W, 125.08 feet to a deflection point in the west line of said Chisholm Creek Diversion; thence S35°02'41"E, along the west line of said Chisholm Creek Diversion, 117.39 feet to a deflection in the west line of said Chisholm Creek Diversion; thence S21°25'28"W, along the west line of said Chisholm Creek Diversion, 13.05 feet to the point of beginning.

Additional taking contains 637.9 square feet, or 0.015 Acres.

NOTE:
1. Grant of Right of Way filed in Misc. Book 32, Page 414. Blanket in Nature.
2. Right of Way Agreement filed August 22, 1936, in Misc. Book 127, Page 629, ASSIGNED to Derby Refining Company of Wichita, Kansas, in Assignment filed November 4, 1954, in Deed Book 951, Page 193. Blanket in Nature over the south half of the north half of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas..
3. Sanitary Sewer Easement filed September 10, 1996, on Film 1638, Pge 845. 7 1/2 either side of the Sanitary Sewer Force Main as constructed across the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas.
4. 20 foot Sanitary Sewer Easement located ten feet either side of the Sanitary Sewer Force Main as constructed totally within the south thirty five(35) feet of the SW 1/4, Section 16, T26S, R1E, excluding right-of-way of 53rd Street North filed on Film 1605, Page 355.
5. Temporary Sanitary Sewer Easement located within the south fifty five(55) feet of the SW 1/4, Section 16, T26S, R1E, excluding right-of-way of 53rd Street North filed on Film 1605, Page 355.

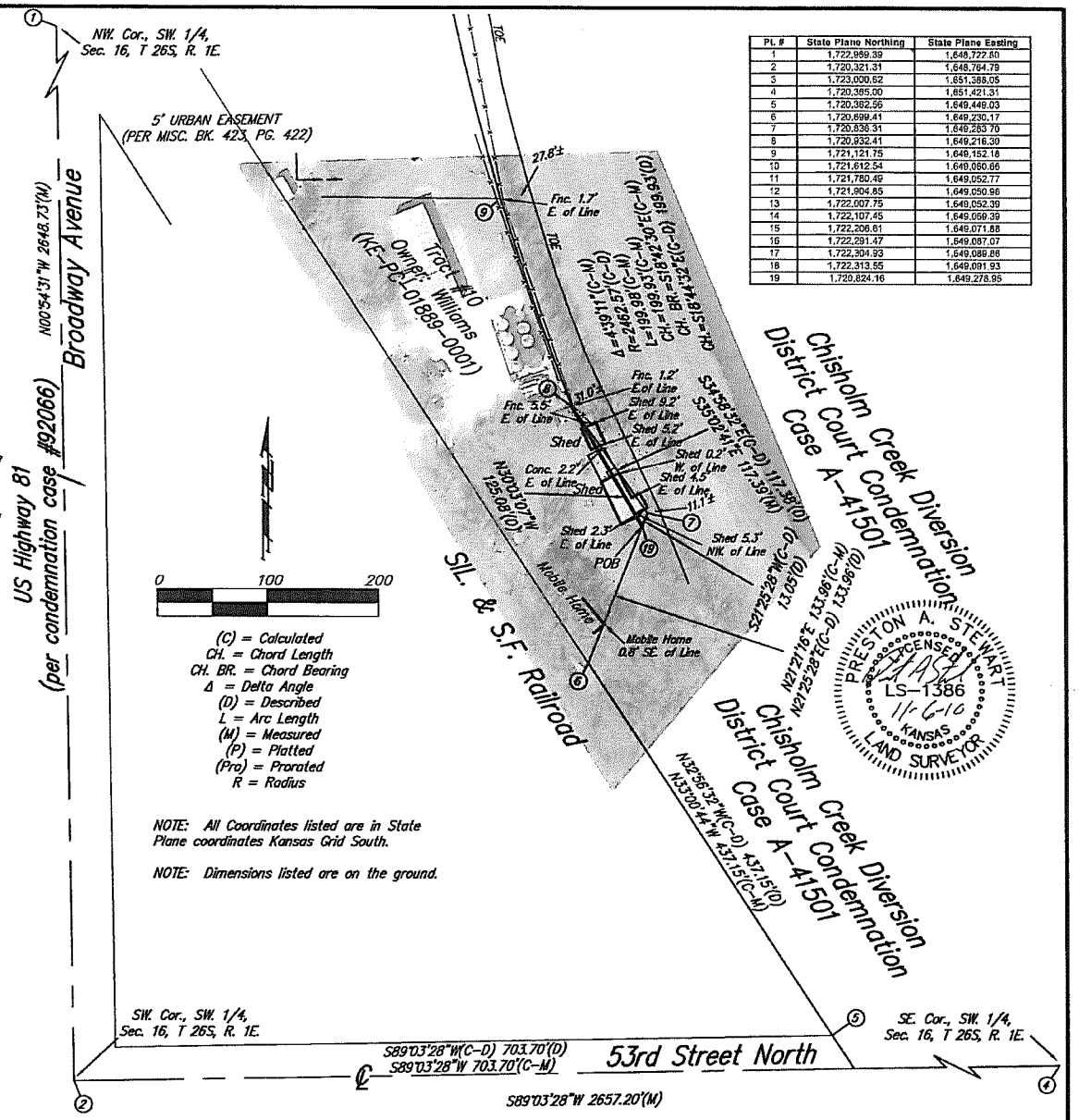
Baughman

Tract #10 - Exhibit
KE-PC-01889-0001 - SW 16,Twp.26S,R.1E
Sedgwick County, Kansas

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

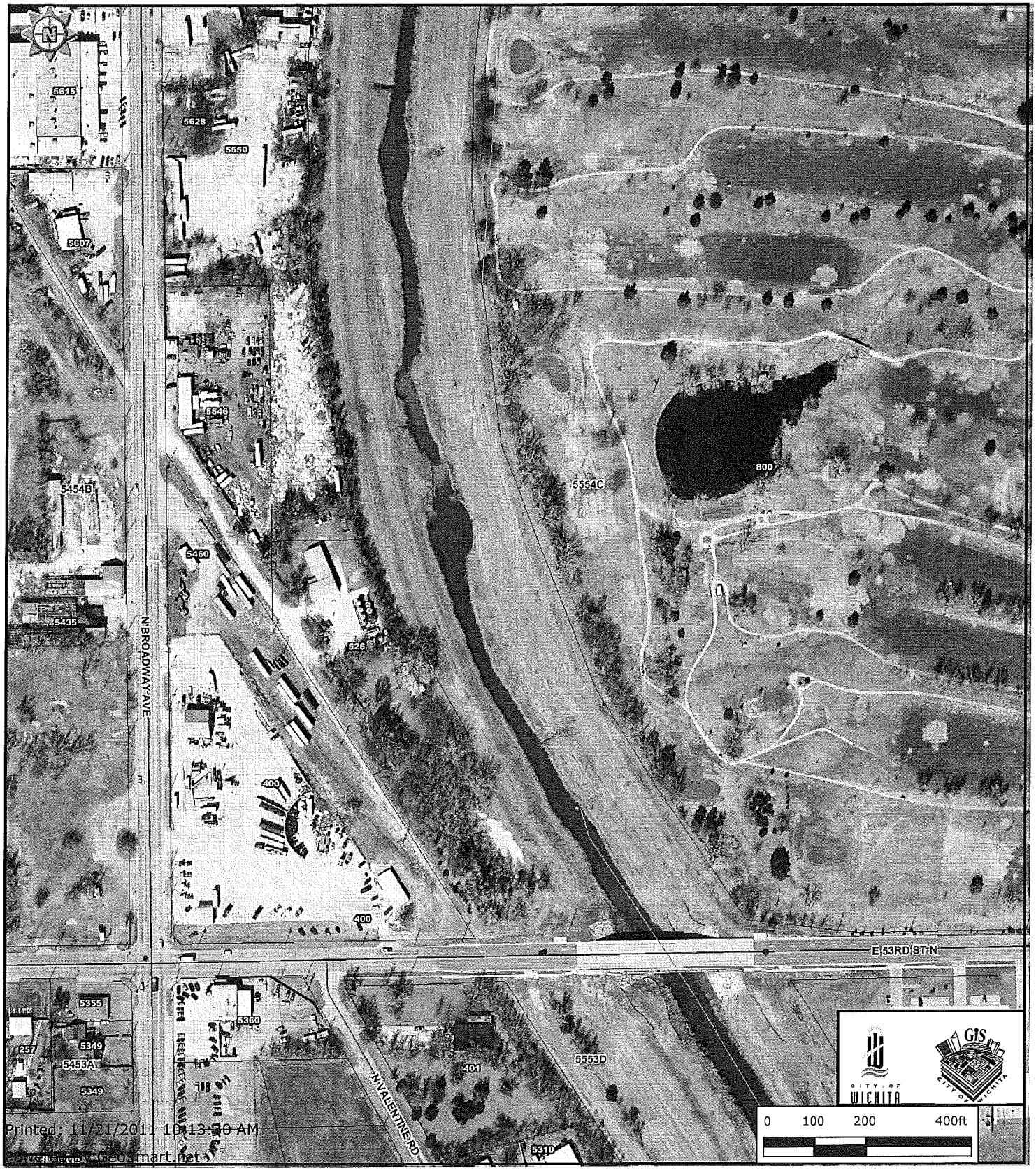
REVISIONS		APPROVED	DRAWN
November 6, 2010	PAS	MGC	PAS
New Take Description		SCALE 1"=100'	DATE November 4, 2010

Tract_10_Williams_KE-PC-01889_KE-PC-01889-0001-SW-16-26-1E.dwg 10-07-P687



Pt. #	State Plane Northing	State Plane Easting
1	1,722,989.39	1,648,727.60
2	1,720,321.31	1,648,764.79
3	1,723,000.62	1,651,388.05
4	1,720,365.00	1,651,421.31
5	1,720,362.56	1,649,449.03
6	1,720,699.41	1,649,230.17
7	1,720,836.31	1,649,283.70
8	1,720,932.41	1,649,216.30
9	1,721,121.75	1,649,152.18
10	1,721,612.54	1,649,060.66
11	1,721,780.46	1,649,052.77
12	1,721,904.85	1,649,050.96
13	1,722,007.75	1,649,052.39
14	1,722,107.45	1,649,059.39
15	1,722,206.61	1,649,071.88
16	1,722,291.47	1,649,087.07
17	1,722,304.93	1,649,089.86
18	1,722,313.55	1,649,091.93
19	1,720,824.16	1,649,278.95

526 E 53rd St Park City



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City of Wichita
City Council Meeting
December 6, 2011

TO: Mayor and City Council

SUBJECT: Fleet Heavy Equipment Replacement (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the project.

Background: The Proposed 2011-2020 Capital Improvement Program (CIP) includes $23 million for the Fleet Heavy Equipment Replacement project, funded at $2 million annually in 2012-18 and $4.5 million annually in 2019-20.

Heavy equipment must have a minimum 10-year service life to be eligible for CIP funding. The service life is defined by National Association of Fleet Administrators (NAFA) standards, although the City may extend the NAFA service life from eight years to ten years for some equipment items. Equipment such as backhoes, bulldozers, dump trucks, and large tractors are defined as heavy equipment under these criteria.

Analysis: The City's heavy equipment replacement needs and overdue replacements are calculated annually. The current estimated replacement need through 2013 is $7 million for heavy equipment. That estimate does not include utility owned equipment, heavy fire apparatus, or light vehicles.

The Fleet Heavy Equipment Replacement project is budgeted at $2 million each year in 2012 and 2013. A pending grant from the Environmental Protection Agency will provide an additional $180,000 to assist with replacing and repowering heavy equipment. The total funding of $4.18 million will be prioritized to best address the replacement needs.

Financial Considerations: The funding source is General Obligation bonds. Funding requested at this time is $4,180,000, with $180,000 to be reimbursed by grant funds.

Goal Impact: Replacement of heavy equipment directly supports the Efficient Infrastructure and Core Area/Neighborhoods goals by replacing street and park maintenance equipment. Equipment replacement using CIP funds also supports the Safe and Secure Community goal by reducing the competition for limited replacement funding and improving environmental air quality.

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

Recommendation/Actions: It is recommended that the City Council approve the project, place the ordinance on First Reading, and authorize the necessary signatures.

Attachment: CIP Sheet, Bonding Ordinance.

130807

Published in the Wichita Eagle on December 16, 2011

ORDINANCE NO. 49-169

AN ORDINANCE DETERMINING THE NECESSITY FOR ACQUIRING FLEET VEHICLES AND EQUIPMENT, AND PROVIDING THAT THE COST OF SAID ACQUISITION SHALL BE PAID BY THE CITY OF WICHITA, KANSAS, AT LARGE THROUGH THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS, UNDER THE CITY'S HOME RULE AUTHORITY AS SET OUT IN ARTICLE 12, SECTION 5, OF THE CONSTITUTION OF THE STATE OF KANSAS.

WHEREAS, Article 12, Section 5, of the Constitution of the State of Kansas empowers cities to determine their local affairs by ordinance; and

WHEREAS, the City of Wichita, Kansas, has determined that it is necessary and in the public interest to acquire fleet vehicles and equipment to replace vehicles and equipment that are outdated or inoperable and cannot be repaired; and

WHEREAS, the amount of general obligation bonds issued in connection with such acquisitions shall not exceed the sum of $4,180,000.00, exclusive of the costs of interest on borrowed money.

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

SECTION 1. The governing body of the City of Wichita, Kansas, hereby determines that it is necessary and declares its intention to acquire new fleet vehicles and equipment to replace vehicles and equipment that are outdated or inoperable and cannot reasonably be repaired, such equipment to be used primarily by the Parks & Recreation and Public Works & Utilities Departments.

SECTION 2. The cost of the fleet equipment is an amount not to exceed the sum of $4,180,000.00, exclusive of the costs of interest on borrowed money, and all or a part of such cost shall be paid by the City of Wichita, Kansas, at large by the issuance of general obligation bonds under the City's home rule authority under Article 12, Section 5 of the Constitution of the State of Kansas.

SECTION 3. This ordinance shall be effective upon its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 13th day of December, 2011.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)
Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

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 & Utilities	Fleet & Facilities	11/16/2011	Fleet Heavy Equipment Replacement 2012-13

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
		2012-13	6-Dec-11

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
Dec-11	Jun-13	

12. Project Cost Estimate

ITEM	GO	SA	OTHER	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Other	4,000,000		180,000	4,180,000
Totals	4,000,000		180,000	4,180,000
Total CIP Amount Budgeted	4,000,000		180,000	4,180,000
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC		

Remarks:

13. Recommendation: It is recommended the City Council authorize the project initiation.

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk

FROM: Gary E. Rebenstorf, Director of Law

SUBJECT: Report on Claims for October, 2011

DATE: November 14, 2011

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

Amos, Michael	$669.08**
AT&T	$840.39
Benefiel, Kyle	$7,500.00* **
Castellanos, Shana	$45.92**
Klassen, Donald	$915.00**

*City Manager Approval
** Settled for lesser amount than claimed
***Settled for more than amount claimed
****Overspray paint claim

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

City of Wichita
City Council Meeting
December 6, 2011

TO: Mayor and City Council

SUBJECT: Leadership Development Professional Services Contract

INITIATED BY: Human Resources Department

AGENDA: Consent

Recommendation: Approve the Professional Services Contract for Wichita State University to provide Leadership Development Training for the City's management staff.

Background: From October 2009 through August 2010, Wichita State University's Center for Community Support and Research (CSSR) conducted a series of leadership training classes for City department directors at a cost of $23,003. From October 2010 through September 2011, CSSR conducted a condensed version of the same sessions with approximately 55 senior staff members at a cost of $29,540. Leadership development sessions were supported by individualized leadership coaching sessions.

A third phase of training is now being offered to provide resources for those who have completed previous sessions. The principles that were taught in previous sessions are being applied in various City departments. New training sessions will be designed to deepen the use of these principles at all levels of department supervision and management. Additionally, individualized sessions will be offered to new directors who were not at previous training sessions.

Analysis: CSSR will provide training to management and supervisory staff, at a cost of $23,500. The training will focus on adaptive and technical decision making, authority versus leadership, problem diagnosis, immunity to change and peer consultations. Department directors and trained staff will participate in the training to assess progress and review competencies and principles and how the concepts have been applied to current issues.

Financial Considerations: The training will be funded from the City's 2012 Employee Training and Development General Fund budget.

Goal Impact: This training addresses the Internal Perspectives goal by strengthening the leadership ability of the City's management team.

Legal Considerations: The contract has been approved as to form by the Law Department. The contract will be for one year with annual renewable options for two (2) years, not to exceed $25,000 per year.

Recommendations/Actions: It is recommended that the City Council approve the Professional Services Contract for Wichita State University to provide Leadership Development Training to the City's management staff.

CONTRACT
for
Leadership Development Training Year 3

THIS CONTRACT entered into this ___day of November, 2011, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called **"CITY"**, and Wichita State University, contracting on behalf of its Center for Community Support & Research, 258 N Main Street, Wichita, KS 67202 Telephone Number (316) 978-3843 hereinafter called **"TRAINING CONSULTANT"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited proposal for Leadership Development Training; and

WHEREAS, TRAINING CONSULTANT has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY.**

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. TRAINING CONSULTANT** shall provide to the **CITY** all those commodities and/or services specified in its response as "Exhibit B" Scope of Work, which is incorporated herein by this reference the same as if it were fully set forth.

2. **Compensation. CITY** agrees to pay to **TRAINING CONSULTANT** $23,500 for the planning, facilitation, online support, assessment, coaching & supplies as per the TRAINING CONSULTANT's scope of work "Exhibit B" and as approved by the City Council. CITY will enter into negotiations for the following two optional years with a not to exceed amount of $25,000 per year.

3. **Term.** The term of this contract shall be effective from the date it is approved through October 31, 2012 with options to renew the contract under the same terms and conditions dependent on the annual training requirements for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **TRAINING CONSULTANT.**

4. **Independent TRAINING CONSULTANT.** The relationship of the **TRAINING CONSULTANT** to the **CITY** will be that of an independent TRAINING CONSULTANT. No employee or agent of the **TRAINING CONSULTANT** shall be considered an employee of the **CITY**.

5. **Compliance with Laws. TRAINING CONSULTANT** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

6. **No Assignment.** The services to be provided by the **TRAINING CONSULTANT** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

7. **Non-Discrimination. TRAINING CONSULTANT** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

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

9. **No Arbitration**. The **TRAINING CONSULTANT** and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

10. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

11. **Representative's Authority to Contract.** By signing this contract, the representative of the Consultant or **TRAINING CONSULTANT** represents the he or she is duly authorized by the CONSULTANT or TRAINING CONSULTANT to execute this contract, and that the CONSULTANT or TRAINING CONSULTANT has agreed to be bound by all its provisions.

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

ATTEST:

Karen Sublett
City Clerk

APPROVED AS TO FORM:

for Gary E. Rebenstorf
Director of Law

CITY OF WICHITA, KANSAS

Carl G. Brewer
Mayor

Wichita State University

Signature

J. David McDonald
Print Name

Assoc. Provost for Research
Title (President or Corporate Officer)

EXHIBIT A

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

During the term of this contract, the TRAINING CONSULTANT or subTRAINING CONSULTANT, TRAINING CONSULTANT 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 TRAINING CONSULTANT, subTRAINING CONSULTANT, TRAINING CONSULTANT 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 TRAINING CONSULTANT 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 TRAINING CONSULTANT shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the TRAINING CONSULTANT fails to comply with the manner in which the TRAINING CONSULTANT reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the TRAINING CONSULTANT 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 TRAINING CONSULTANT 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 TRAINING CONSULTANT 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 TRAINING CONSULTANT 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 subTRAINING CONSULTANT or TRAINING CONSULTANT.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The TRAINING CONSULTANT, supplier, TRAINING CONSULTANT or subTRAINING CONSULTANT 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 TRAINING CONSULTANT, supplier, TRAINING CONSULTANT or subTRAINING CONSULTANT 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 TRAINING CONSULTANT, supplier, TRAINING CONSULTANT or subTRAINING CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the TRAINING CONSULTANT, supplier, TRAINING CONSULTANT or subTRAINING CONSULTANT, 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 TRAINING CONSULTANT, supplier, TRAINING CONSULTANT or subTRAINING CONSULTANT shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The TRAINING CONSULTANT, supplier, TRAINING CONSULTANT or subTRAINING CONSULTANT 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 TRAINING CONSULTANT, supplier, TRAINING CONSULTANT, or subTRAINING CONSULTANT fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the TRAINING CONSULTANT, supplier, TRAINING CONSULTANT or subTRAINING CONSULTANT 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 TRAINING CONSULTANT, supplier, TRAINING CONSULTANT or subTRAINING CONSULTANT 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 subTRAINING CONSULTANT, subTRAINING CONSULTANT or subsupplier.

5. If the TRAINING CONSULTANT fails to comply with the manner in which the TRAINING CONSULTANT reports to the Department of Finance as stated above, the TRAINING CONSULTANT 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 TRAINING CONSULTANTs, subTRAINING CONSULTANTs, TRAINING CONSULTANTs 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 TRAINING CONSULTANTs, suppliers, TRAINING CONSULTANTs or subTRAINING CONSULTANTs 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 TRAINING CONSULTANT, subTRAINING CONSULTANT, TRAINING CONSULTANT or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

Leadership Development Phase 3 Proposal

City of Wichita

August 15, 2011

The City of Wichita is requesting assistance from The Wichita State University Center for Community Support & Research with leadership development to apply adaptive leadership principles and competencies at a time of great adaptive change.
Specifically, this proposal is to provide a range of services to reinforce and amplify the concepts presented in phases one and two.

PHASES ONE AND TWO

From October 2009 through August 2010, CCSR facilitated a series of leadership development sessions with the City of Wichita Department Directors. From October 2010 through September 2011, CCSR facilitated a condensed version of the same sessions with approximately 55 staff members from throughout the organization.
All leadership development work has been grounded in the Kansas Leadership Center competencies and principles of leadership, with support material drawn from sources including MBTI ©, David Cooperrider and Ron Heifetz.
Leadership development sessions were supported by individualized leadership coaching sessions. In addition, all participants were provided the opportunity to receive peer consultation on a leadership challenge and were expected to experiment with the ideas they learned in their own work.

PROCESS

DESIGN TEAM — Two CCSR facilitators will meet with a small group of City staff including the Director of Human Resources at least three times to customize activities to be conducted through the year, to include the approaches outlined below. Design Team will also determine how individuals/teams/departments are eligible for or assigned to participate in leadership development and concept reinforcement activities.
CCSR will provide Director of Human Resources a monthly accounting of services delivered.
CUSTOMIZED LEADERSHIP DEVELOPMENT WORK — CCSR will provide the following leadership development and concept reinforcement services to be customized by the design team. Training will typically include two CCSR facilitators. Peer consultation and leadership coaching is typically provided by a single facilitator.

- Additional training: Intervention — Develop and provide a half-day workshop for those who have completed previous sessions. Focus will be on the competency of Intervene Skillfully, emphasizing the philosophy of accountability for using time well. Course will draw on:

- Kansas Leadership Center Competencies and Principles
- *Execution: The Discipline of Getting Things Done*, Larry Bossidy
- *Our Iceberg is Melting*, John Kotter
- *Primal Leadership*, Daniel Goleman

Presented by CCSR staff who have completed the Kansas Leadership Center faculty development track.

- Additional training: Our Adaptive Environment — Develop and provide a half-day workshop to include Dr. John Nalbandian from the University of Kansas Department of Public Administration. Focus would be on understanding the adaptive challenges of city staff and their relationship to elected officials and the community. (Cost of Dr. Nalbandian to be negotiated with the City of Wichita.)
- Additional training: Updated KLC Competencies and Principles — Develop and provide a two-hour presentation for Management Team. Focus will be on reviewing the competencies and principles, emphasizing the new, streamlined version of them. Presented by CCSR staff who have completed the Kansas Leadership Center faculty development track.
- Facilitated peer consultations — Assist individuals in inter- and/or intra-departmental small groups to use, with fidelity to the process, the Cambridge Leadership Associates peer consultation protocol. Steps include:
  - Developing effective dilemma statements
  - Facilitating the process by phone or in person
  - Enhancing the protocol with concrete, shared responsibility for following up through action and reporting after participating.
- Leadership coaching, individual — Provided by CCSR staff who are making progress toward an International Coach Federation credential. Target will be individuals who are identified or self-identify as genuinely attempting to make progress on adaptive challenges.
- Leadership coaching, team — Provided by CCSR staff who are making progress toward an International Coach Federation credential. Target will be ongoing teams that share responsibility for one or more complex tasks or adaptive challenges.
- Data gathering — Opportunity for appreciative interviews and listening sessions. Focus area could be interviewing past participants about how they have used the leadership competencies (thereby turning up the heat as well as informing future processes).
- Second annual alumni gathering — Fall 2012 event to assess progress, regroup, and raise the collective heat.

TIMELINE AND RESPONSIBILITIES

Adaptive leadership work will begin upon approval of the contract, and be completed by October 31, 2012.

CCSR Responsibilities

- Provide two facilitators to design and facilitate leadership training
- Provide two facilitators for design team meetings
- Provide one facilitator for peer consultation and team coaching sessions

- Provide trained leadership coaches for individual coaching, to be delivered by phone or in person
- Provide meeting space for any follow-up activities that include 20 or fewer participants
- Provide handouts and meeting supplies as appropriate
- Provide Director of Human Resources a monthly accounting of products and services delivered

CITY OF WICHITA Responsibilities

- Identify appropriate parties to participate in all elements of the project, including a small design team to meet at least three times
- Copy CCSR contact (Seth) on all communications with participants
- Identify and provide meeting locations and provide appropriate food or refreshments for meetings scheduled away from the WSU Downtown Center

COST

Facilitation, coaching and meeting costs

$23,500

The City of Wichita will pay as invoiced by CCSR. Invoices should be sent to:

Learning and Development
Human Resources Department
455 N. Main, 2nd floor
Wichita, KS 67202

Wichita State University's Center for Community Support & Research (CCSR) *is dedicated to improving the health of Kansans through leadership development, organizational capacity building, and community collaboration. CCSR's skilled staff works directly with community coalitions, non-profits, government entities, health and human services organizations, and self-help groups.*

Want to know more about this proposal? Contact Seth Bate at seth.bate@wichita.edu

City of Wichita
City Council Meeting
December 6, 2011

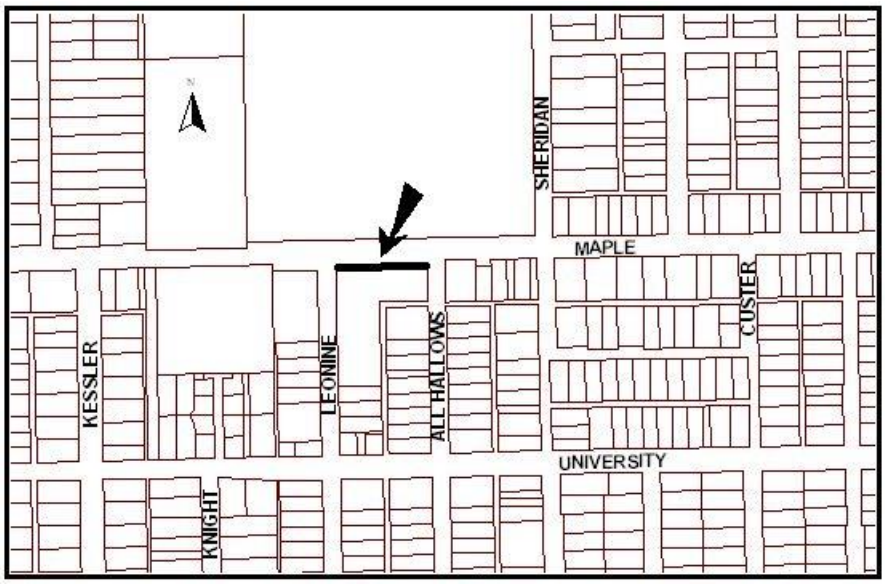
TO: Mayor and City Council

SUBJECT: DED2011- 00007 -- Dedication of Street Right-of-Way located on the south side of Maple, 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. SUB2011-00040 (Blanchat Machine Company Addition) and was requested by the City of Wichita Traffic Engineer.

Analysis: The Dedication DED2011-00007 is for street right-of-way purposes.

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: Dedication of Street Right-of-Way

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, New Covenant United Methodist Church, a Kansas not for profit corporation, being the owner(s) of the following described real estate in Wichita, Sedgwick County, Kansas, to wit:

The north 10.00 feet of Lot 2,
Blanchat Machine Company Addition,
Wichita, Kansas

do(es) hereby dedicate the above-described real estate to the public for street right-of-way purposes.

Executed this 21 day of October, 2011.

New Covenant United Methodist Church

By: Nancy R. Reeves
New Covenant Trustees Chair

Baughman Company, P.A.
315 Ellis 271
Wichita, Ks 67211

CC:
12.00

(SUB 2011-40)
DED 2011-07

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 21 day of October, 2011, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Nancy R. Reeves as Trustee Chair of New Covenant United Methodist Church, a Kansas not for profit corporation, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said .

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

Sara Proctor
Notary Public

(My Appointment Expires: 06/25/2012)

NOTARY PUBLIC - State of Kansas
SARA PROCTOR
My Appt. Expires 06/25/2012

APPROVED AS TO FORM:

Gary E. Rebenstorf,
Director of Law

City of Wichita
City Council Meeting
December 6, 2011

TO: Mayor and City Council

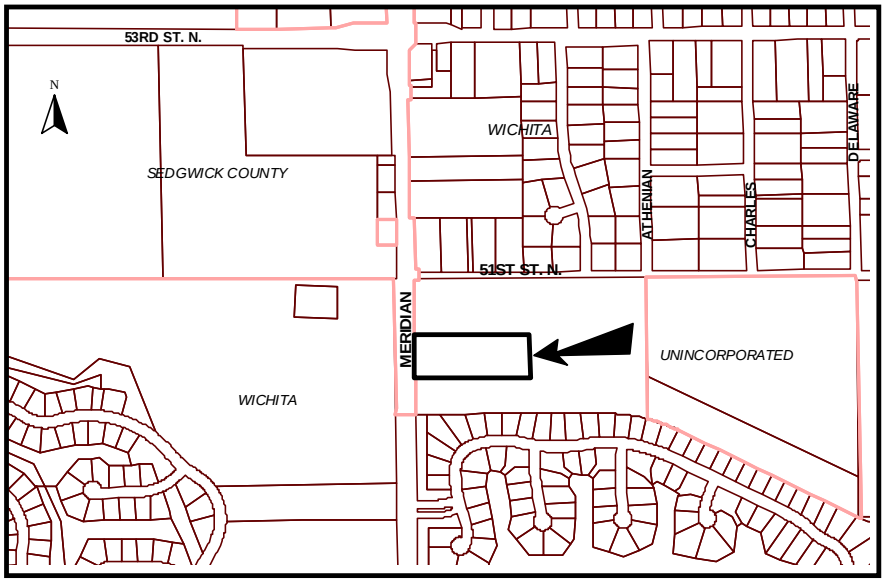
SUBJECT: SUB2006-00066 -- Plat of Bolain Addition located on the east side of Meridian, south of 53rd Street North. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (7-0)



Background: The site, consisting of one lot on 3.68 acres, is an unplatted site located within Wichita and is zoned SF-5 Single-family Residential.

Analysis: The applicant has submitted a 100 percent Petition and a Certificate of Petition for sewer improvements.

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 Petition and Resolution have 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 approve the document and plat, authorize the necessary signatures and adopt the Resolution.

Attachments: Certificate of Petition
Resolution

CERTIFICATE

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

Wel, Donnie P. Bolain and Dianne K. Bolain, owners of Lot 1, Block 1, Bolain Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements

As a result of the above-mentioned petitions for improvements, lots or portions thereof within Bolain Addition, Wichita, Sedgwick County, Kansas may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this 24 day of October, 2011.

Donnie P. Bolain
Donnie P. Bolain

Dianne K. Bolain
Dianne K. Bolain

Approved as to form:

Gary E. Rebenstorf, Director of Law

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

The foregoing instrument was acknowledged before me this October 24, 2011, by Donnie P. Bolain and Dianne K. Bolain, husband and wife.

Sherry L. Strait, Notary Public
(signature of notary officer)

My appointment expires: May 27th, 2012.

SHERRY L. STRAIT
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 5-27-12

132019

First Published in the Wichita Eagle on December 9, 2011

RESOLUTION NO. 11-274

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 20, MAIN 15, SANITARY SEWER NO. 23. (EAST OF MERIDIAN, SOUTH OF 53RD ST. NORTH) 468-84794 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 CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 20, MAIN 15, SANITARY SEWER NO. 23. (EAST OF MERIDIAN, SOUTH OF 53RD ST. NORTH) 468-84794 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 15, Sanitary Sewer No. 23 (east of Meridian, south of 53rd St. North) 468-84794.

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 the lateral sanitary sewer improvements provided for hereof is estimated to be Fifty-Seven Thousand Dollars ($57,000), 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, 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 sanitary sewer main, such benefit fee to be in the amount of Five Thousand One Hundred Eighteen Dollars ($5,118).

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:

BOLAIN ADDITION
Lot 1, Block 1

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

That the method of assessment of all costs of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee, shall be on a fractional basis: That Lot 1, Block 1 BOLAIN ADDIITION to Wichita, Sedgwick County, Kansas shall pay an amount equal to 100%of the total cost of the improvements.

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 6th day December, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

City of Wichita
City Council Meeting
December 6, 2011

TO: Wichita Airport Authority

SUBJECT: Learjet, Inc. Lease

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: Learjet, Inc. (Learjet) currently leases property from the Wichita Airport Authority (WAA) with fuel farm, paint, and customer service facilities for the production of business jets on Mid-Continent Airport. Learjet is now desirous of leasing additional land to construct two new employee parking lots. The employee parking lots will allow Learjet to expand its operations in Wichita.

Analysis: The proposed lease provides for the WAA to construct new parking lots and drainage improvements to the east and west sides of the Learjet facilities. The east lot along Woodchuck Street will contain approximately 400 parking spaces situated on 180,557 sq. ft. of land. The southwest lot along Tyler Road will contain approximately 1,700 parking spaces situated on 600,459 sq. ft. of land. The WAA will own the parking lots, consisting of approximately eighteen acres, and will lease the land to Learjet which will be responsible for operation, maintenance, and repair of the parking lot facilities and drainage systems. The initial term of the lease is five years with four, five-year option terms.

Financial Considerations: Based upon the locations of the land situated at the end of the runways and the negotiations with Learjet, a land rental rate of $.12 per sq. ft. will result in new annual revenue to the WAA of $93,722. The rental rate will continue throughout the term of the 5-year period, effective May 1, 2012, and will be adjusted during each option period at a five percent escalation.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through negotiating agreements which allow Mid-Continent's business partners to continue operations on the Airport, which 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.

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas
and

LEARJET INC.

for

Use and Lease Agreement
Wichita Mid-Continent Airport
Wichita, Kansas

THIS AGREEMENT is entered into this 6th day of December, 2011, between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (LESSOR) and Learjet 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 binding legal instruments by and through its governing body; and

WHEREAS, LESSOR owns, operates, regulates, administers, and maintains the campus of Wichita Mid-Continent Airport (Airport); and

WHEREAS, LESSEE is an individual, or an entity authorized to operate in the state of Kansas that desires to lease a parcel or parcels of land defined below (Premises) on the campus of Wichita Mid-Continent Airport (Airport) from LESSOR under the terms and conditions set forth below in this Use and Lease Agreement (Agreement) for the purpose of constructing parking lots for LESSEE on the Premises;

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

1. PREMISES

LESSOR agrees to let to LESSEE, and LESSEE does hereby rent from LESSOR certain real property located at 1502 S. Woodchuck, consisting of 180,557 sq. ft. of land, and 1606 S. Tyler, consisting of 600,459 sq. ft., all referred to herein as the Premises, as outlined on Exhibit "A", attached hereto and made a part hereof. The Premises shall include the land and any facilities, structures and improvements located and constructed on the land.

2. INITIAL TERM

The Term of this Agreement shall commence on May 1, 2012, and shall continue for a period of five years ("Initial Term"), with the Initial Term expiring on April 30, 2017, unless otherwise terminated under provisions agreed to herein.

3. OPTION TERM

This Agreement may be renewed for four, five-year options ("Option Term"), with the last Option Term expiring on April 30, 2037, 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. 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.

The parties acknowledge that LESSEE may, at some future date, within one of the available option term periods, choose to pursue additional substantial development (manufacturing or office facility) on the Premises. Should LESSEE choose to do so, LESSOR agrees to consider a re-negotiated lease rate for the Premises that is commensurate with the new investment commitment of LESSEE.

4. LAND RENT DURING INITIAL TERM

Upon commencement of this Agreement, LESSEE shall pay to LESSOR basic land rental for the Premises located at 1502 S. Woodchuck, consisting of 180,557 sq. ft. of land, and 1606 S. Tyler, consisting of 600,459 sq. ft. of land. That rent shall be calculated as follows:

INITIAL TERM 1502 S. Woodchuck – 180,557 Sq. Ft. 1606 S. Tyler – 600,459 Sq. Ft. Total = 781,016					
Years			Rate Per Sq. Ft.	Annual	Monthly
05/01/2012	-	04/30/2017	.12	$93,721.92	$7,810.16

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 Agreement, then LESSOR may charge LESSEE a monthly service charge of twelve percent (12%) on an annual basis for any such overdue amount, unless a lesser sum is set as the maximum allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred by LESSOR in attempting to obtain payment.

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.

5. LAND RENT DURING OPTION TERM

It is understood and agreed that basic land rental during the Option Term, if exercised, shall be as follows:

FIRST OPTION TERM 1502 S. Woodchuck – 180,557 Sq. Ft. 1606 S. Tyler – 600,459 Sq. Ft. Total = 781,016					
Years			Rate Per Sq. Ft.	Annual	Monthly
05/01/2017	-	04/30/2022	.1260	$98,408.02	$8,200.67

SECOND OPTION TERM 1502 S. Woodchuck – 180,557 Sq. Ft. 1606 S. Tyler – 600,459 Sq. Ft. Total = 781,016					
Years			Rate Per Sq. Ft.	Annual	Monthly
05/01/2022	-	04/30/2027	.1323	$103,328.42	$8,610.70

THIRD OPTION TERM 1502 S. Woodchuck – 180,557 Sq. Ft. 1606 S. Tyler – 600,459 Sq. Ft. Total = 781,016					
Years			Rate Per Sq. Ft.	Annual	Monthly
05/01/2027	-	04/30/2032	.1389	$108,483.12	$9,040.26

FOURTH OPTION TERM 1502 S. Woodchuck – 180,557 Sq. Ft. 1606 S. Tyler – 600,459 Sq. Ft. Total = 781,016					
Years			Rate Per Sq. Ft.	Annual	Monthly
05/01/2032	-	04/30/2037	.1458	$113,872.13	$9,489.34

6. OTHER FEES AND CHARGES

It is understood and agreed by LESSEE that LESSOR may assess fees and charges to LESSEE according to rates established by LESSOR's Schedule of Fees and Charges, which applies to all tenants and users on the Airport. Such Schedule shall be amended from time to time by action of the LESSOR.

7. PLACE OF PAYMENTS

LESSEE shall make all payments by ACH payments as directed by LESSOR or by check made payable to the Wichita Airport Authority, and all non-ACH 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.

8. LESSEE'S IDENTITY

LESSEE must be a natural person or an entity, firm, company, corporation, partnership, limited liability company, a joint venture, or any other state franchise entity which has substance under State of Kansas Law and a specific legal identity and business purpose as registered with the Secretary of State in the LESSEE's state of business residence.

9. PERMITTED USE OF PREMISES

LESSEE shall have the right of ingress and egress, in common with others, for vehicles for the benefit of its employees, invitees, contractors, agents and representatives, to be exercised in a reasonable manner. This right of ingress and egress is granted for activities incidental or related to LESSEE'S approved activities, and for no other purposes except as may be approved in writing by LESSOR. This right is subject to federal, state and local security and safety requirements and standards. As required by Kansas state statute, it is understood and agreed that the Premises shall be used and occupied for aviation purposes or purposes incidental or related thereto for the use of employee parking in support of the aircraft manufacturer.

From the time the parking lots are made available for use, LESSEE recognizes and agrees that ten percent (10%) of the employee parking shall be available for public use in support of aviation purposes. LESSEE may designate the ten percent (10%) of the employee parking available for public use. LESSOR and the Economic Development Administration (EDA) shall have sole discretion as to the right to extend the period on an annual basis, for public use as deemed necessary and shall provide a sixty (60) day written notice to the LESSEE. 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, Premises, for any permitted purpose, and upon any fair and non-discriminatory terms established by the LESSOR.

LESSEE, its affiliated entities, subsidiaries, employees, agents, representatives, contractors, and subcontractors, will not transact or otherwise engage in any other activities, business, and/or services on or from the Premises, except as described in this Agreement, unless such is provided for by a separate written approval, or amendment to this Agreement, and subject to approval by LESSOR.

10. PROHIBITED USE OF PREMISES

The Premises shall not be used for any purpose not expressly authorized in Section 9, Permitted Use of Premises. The following operations, services and concessions shall be specifically prohibited on or from the Premises or any other location at the Airport:

(a) Commercial catering, restaurant and/or lounge concessions;
(b) Commercial (for hire) ground transportation;
(c) Commercial “paid” parking;
(d) Commercial hotel or lodging;
(e) Commercial advertising;
(f) Sale of non-aviation products and services;

(g) Revenue-producing communication systems or systems not directly applicable to LESSEE's operations on the Premises;
(h) Automobile rental service;
(i) Storage and/or maintenance of any auto, truck, trailer, camper, boat, jet ski, motor cycle, recreational vehicle or other non-aviation or non-aircraft service and support vehicle or equipment;

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 invitees, contractors, subcontractors, agents, representatives and employees; subject, however, to all reasonable security regulations;
(c) The right in common with others authorized to do so, to use the common areas of the Airport, consisting of but not limited to roadways, streets, ramps, taxiways, runways, access gates, lighting beacons, and navigational aids.

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 construct or erect new facilities, or to perform maintenance, repair, or replacement relating to the Premises or any facility thereon, as may be required and necessary, but LESSOR shall not be obligated to exercise this option.

(f) Radio/Wireless Communication Systems. The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises.

(g) General Provisions. The right to exercise any and all rights set out in Section 47, General Provisions.

(h) Signage. The right to enter onto the premises for installation, and the right to install any signage on the Premises required by law, order, rule, regulation, Airport Security Program or federal directive.

Provided that exercise by LESSOR of any such reserved rights (a) through (h) shall be without expense to the LESSEE and shall not unreasonably or materially interfere with LESSEE's use of the Premises and shall not delay LESSEE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

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 or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities, nor shall LESSEE use or permit the Premises to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard to the general public, or to LESSOR’s tenants or the customers, agents, invitees, contractors, representatives and employees of those tenants.

LESSEE covenants and agrees that it shall not allow any condition on the Premises, nor permit the conduct of any activity on such Premises, which shall materially or adversely affect, infringe upon, block or interrupt the operations and business activity of other airport tenant leaseholds.

14. COOPERATION WITH AIRPORT DEVELOPMENT

LESSEE understands and agrees that LESSOR may pursue Airport development, improvements and maintenance activities from time-to-time that may affect the Premises and other areas of the Airport. LESSEE agrees to work cooperatively and in good faith with the LESSOR and other tenants and contractors in development, improvement and maintenance activities to minimize any disruptions. If requested by the LESSOR, LESSEE shall cooperate with and assist the LESSOR to the greatest extent possible in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Airport development, improvement, and maintenance activities. LESSOR may temporarily or permanently close, re-route, or consent to the closing or re-routing of any method of ingress or egress on the Airport, so long as the means of ingress and egress are reasonably equivalent to current access available to LESSEE. LESSOR may temporarily close the runway, taxiways, ramps or portions thereof for purposes of maintenance, replacement, re-construction or expansion. Provided that exercise by LESSOR of any such Airport development, improvement, or maintenance shall be without expense to the LESSEE and shall not unreasonably or materially interfere with LESSEE's use of the Premises, and shall not delay LESSEE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

15. DESIGN AND CONSTRUCTION

LESSOR agrees to construct a parking lot and associated improvements, located at 1502 S. Woodchuck, and a parking lot, located at 1606 S. Tyler, (all construction hereinafter referred to as “Project”) known as the Premises as shown on Exhibit "A". LESSOR warrants that the Improvements, when completed, will be necessary or useful in its development for use by LESSEE for its purposes. LESSOR, LESSEE and LESSEE’s consultant shall work together to establish a construction schedule and liquidated damages provision as part of the specifications set out in the specification book (hereinafter referred to as “Project Manual”), provided by the LESSEE, to be submitted as part of the bidding documents. The Parties anticipate that such construction schedule shall have substantial completion within the month of June 2012. The construction schedule created in the Project Manual shall be applicable to this Section. Once the complete bidding documents are provided by the LESSEE, and once all regulatory, agency and EDA approvals are received, LESSOR agrees to proceed diligently to advertise for competitive bids from qualified, responsible contractors. Beginning in January 2012, a schedule of progress meetings shall be established and agreed upon between LESSEE and LESSOR in order for LESSEE and LESSOR to meet no less than twice a month, for the duration of the construction. LESSOR shall be responsible for oversight of the South Central Kansas Economic Development District (SCKEDD), its contractor for grant administration, and for construction management

over the general contractor for the Project. LESSOR shall take all reasonable, diligent steps appropriate to maintain the construction schedule. Neither party shall be in default for any delays in construction if such failure arises out of causes beyond the control and without the fault or negligence of the invoking party including, but not restricted to, delays in government approval, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, lock-outs, freight embargoes and unusually inclement weather. In the event of delay LESSOR shall work diligently to establish a work-around plan to mitigate the delay.

If the Agreement is cancelled due to a default by the LESSEE prior to completion of the Project as set forth in this Section, LESSEE shall, at LESSOR'S election and at LESSEE's sole expense, be required to restore the Premises to a like and comparable condition as existed at the commencement date of this Agreement and do so within a time period of 180 calendar days from expiration of LESSEE'S opportunity to cure as set out in Section 28, Cancellation by LESSOR. At the end of the 180 calendar day period described herein, if sites are not restored, LESSOR shall be entitled to complete the restoration work at LESSEE'S expense, plus an additional twenty percent (20%) administrative fee to be paid by LESSEE directly to LESSOR. The parties recognize that the Premises are unique property of substantial value, and stipulate that injunctive relief is appropriate to enforce the provisions of this Section. Irrespective of the performance under this Section, LESSEE shall be obligated for all rental payments under this Agreement until the Premises are vacated and restored to the satisfaction of the LESSOR.

LESSEE shall expeditiously provide design for reviews to all applicable parties so as to not delay the Project. LESSEE shall expeditiously address review comments to the satisfaction of the LESSOR and agencies. LESSEE agrees to completely design all improvements necessary for the Project and provide to the LESSOR bidding documents that have received all design phase approvals, ready for advertising. The Project Manual shall be subject to the terms and conditions of this Agreement, Airport Standard Operating Procedures, Airport Minimum Standards, Airport Security Program, and all other applicable regulations, codes and requirements set out by LESSOR. Design review submittals shall follow accepted practice for such deliverables, and the LESSOR shall provide comments, as applicable, on each submittal. Upon the LESSOR's reasonable request, the LESSEE shall provide additional or supplemental submittals, as may be reasonably required, to fully understand the proposed improvements. No above-ground wires or other utilities shall be installed on the Premises.

LESSEE shall provide a storm water management plan developed by an engineer familiar with storm water management and that plan must be submitted as part of the preliminary plan review process. No construction, development or subsequent activities shall be allowed to cause adverse drainage issues such as erosion, blocking the flow of water, etc., unless subsequently approved by the City's Storm Water Management Utility. Upon LESSOR'S and EDA's approval of plans

and specifications and upon approval and issuance of all required design phase permits including, but not limited to, the City of Wichita, the LESSOR shall proceed with advertising the project for bidding followed by construction. City of Wichita Storm water best management practices (BMPs) and Improvements shall be designed, installed and maintained by the LESSEE for the term of this Agreement and any extension as required federal, state, and local agencies having regulatory jurisdictional authority. Improvements outside the boundaries of the Premises are at the expense of the LESSEE.

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, EDA or the Federal Aviation Administration or any other regulatory agency. The Parties shall each be responsible for obtaining all Federal, State and local permits and approvals required for the design, construction, maintenance, operation and use of the Improvements on the Premises. However, LESSEE shall obtain all approvals from the Federal Aviation Administration in order for the LESSOR to construct the project. 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 agrees to pay all costs incurred in connection with the construction of the Improvements that exceed the EDA grant funds (anticipated to be two million ($2,000,000) dollars) and securing contributions from Sedgwick County and City of Wichita (anticipated to be one million ($1,000,000) dollars each). LESSOR agrees construction shall be administered and observed on-site by construction and/or design professionals to ensure reasonable compliance with the approved plans and specifications and subsequent change orders. LESSEE shall provide to LESSOR guidance regarding suggested construction phase services. LESSEE shall, during the construction phase, provide to the LESSOR, in a timely manner, assistance on issues such as Requests for Information, pending changes, interpretations of the construction documents, etc. During the construction the LESSOR shall keep the LESSEE informed of pending construction changes and seek input from the LESSEE regarding pending construction changes that may increase the total Project cost beyond three million, seven hundred and fifty thousand dollars ($3.75 million). Pending construction changes that potentially will exceed that amount shall be submitted to the LESSEE for approval prior to such changes being approved by the LESSOR. Any construction changes for enhancement or additional project scope beyond the construction documents that increase the total Project costs made at the request of the LESSOR shall be approved by LESSEE prior to implementation. Any delays occasioned by this approval process shall conclusively be deemed an approved cause for schedule modification.

16. FUTURE ALTERATION AND IMPROVEMENT STANDARDS

During the Initial and Option Term of this Agreement, LESSEE may, with prior written approval of LESSOR, and by lease amendment, if appropriate, add to, improve, or alter the Premises subject to LESSEE's expense and all conditions set forth herein. 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, impair, or lessen the value or functionality of the Premises or existing improvements thereon, or change the purpose for which the improvements or any part thereof, may be used. Design, construction and approval of improvements on the Premises or any alteration to existing parking lots on the Premises shall adhere in all respects and be subject to all the requirements and obligations established by LESSOR. It shall be the responsibility of LESSEE, to file all necessary alteration and construction forms with the Director of Airports, as the LESSOR's representative, for submission to the Federal Aviation Administration or the Transportation Security Administration for approval.

17. REMOVAL AND DEMOLITION

LESSEE shall not remove or demolish, in whole or in part, any improvements upon the Premises without the prior written consent of the LESSOR and the EDA, which may, at its discretion, condition such consent upon the obligation of LESSEE replacing the same by a reasonable improvement specified in such consent. LESSEE shall obtain written consent before commencing demolition and restoration as described under Section 15, Design and Construction. Failure to obtain this consent shall entitle the Authority to such compensation as is necessary to restore the affected improvements.

18. TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES

It is understood and agreed that title to the Premises and to all existing and future structures, facilities, improvements and fixtures shall be, and shall remain, exclusively with LESSOR, the Wichita Airport Authority.

LESSEE shall, without cost to LESSOR, furnish and install all non-attached furniture, movable partitions, decorations, accessories, equipment, and tools necessary to conduct its business, which shall retain status as personal property even though temporarily affixed to the Premises. Title/ownership to non-attached personal property shall remain with LESSEE.
The term "fixtures", whenever used in this Agreement, shall be construed to include all structures and fixed systems and equipment erected or installed upon the Premises, all fencing, grading and pavement, all underground wires, cables, pipes, conduits, tanks, drains and drainages; and all other property of every kind and nature which is permanently affixed to the Premises, except LESSEE's personal property.

All facilities, structures and improvements, and alterations and additions to the Premises, excluding personal property of LESSEE, placed at the expense of LESSEE, shall remain upon and be surrendered with the Premises as a part thereof, on any termination of this Agreement, for any cause, and shall remain the property of the LESSOR.

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. LESSEE may not mortgage or pledge as collateral its leasehold interest herein without the prior written consent of the LESSOR and the

EDA.

LESSOR and the EDA may consent, upon LESSEE's written request, to an assignment of rents to a governmentally regulated and insured commercial lender as partial security for financing of LESSEE's activities on the Premises, which assignment is intended to be a present transfer to such lender of all of LESSEE's rights to collect and receive rents and charges from approved users, operators, sublessees and permitees. Lender(s) shall have no rights to assign this Agreement or sublease the Premises without the prior written consent of the LESSOR and the EDA as required under Section 22, Assignment and Section 23, Subleasing, Permitting and Contracting. Upon LESSEE's written consent LESSOR agrees to give Lender(s) notice of any default or cancellation of the Agreement, and allow Lender(s) the same opportunity as the LESSEE under the Agreement to correct any condition or cure any default. Nothing in this Section is intended to relieve the LESSEE of its obligations under this Agreement.

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 operations. LESSEE represents and warrants to LESSOR that it has obtained all license, franchise, operating certificates or other agreements or permits necessary to operate LESSEE's operation on the Premises 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 service, administration, or maintenance thereof but excluding any expenses in installation or establishing service) used by LESSEE upon completion of the construction at or upon the Premises with no responsibility or expense accruing or incurring to LESSOR, including all permits, licenses or authorizations necessary in connection therewith. Such payments by LESSEE shall be made directly to the utility supplier or service provider, except that if such utilities should be supplied by the LESSOR, then in this event, LESSEE will pay those costs to LESSOR within thirty (30) days after receipt of LESSOR'S invoice. LESSOR agrees that any such costs invoiced to LESSEE will be based on the rates charged to LESSOR by utility supplier, plus reasonable capital and administrative recovery costs.

Unless otherwise agreed upon in writing, if LESSEE requires utilities beyond that currently provided or that are available to be extended to the Premises boundary, LESSEE agrees to pay the full cost and expense associated with the upgrade/extension/installation of all such utilities related to its use of the Premises, and to comply with all provisions for maintaining such utilities. The LESSOR reserves for itself the right to upgrade, extend, install, maintain and repair all utilities and services on or across the Premises, whether or not such services or utilities are for the benefit of LESSEE. The LESSOR shall take all reasonable care and diligence to protect existing improvements and utilities, and shall avoid to the greatest extent possible any unreasonable interference or interruption to LESSEE's operations.

All electrical, data and communications utilities installed or caused to be installed shall be underground, and no utility services or other cables or wires shall be installed on poles or otherwise above ground. Unless otherwise provided in this Agreement, all utilities and conduits or ducts installed by anyone on the Premises shall be considered fixtures as defined under Section 18, Title to Facilities, Improvements and Fixtures, and shall become the owned property of LESSOR. All utility installations shall meet the requirements of Section 16, Future Alteration and Improvement Standards of this Agreement.

Wastes not legally permitted and authorized for disposal into the storm and/or sanitary drainage system shall not be discharged, connected or introduced into storm and/or sanitary drains and the storm and/or sanitary drainage system. LESSEE shall take all reasonable precautions to prevent the discharge of material into any drainage system that would create interference with the flow therein, or that would cause a hazard or unlawful contamination thereto. LESSEE shall provide to the LESSOR a copy of LESSEE's current Industrial Storm Water General NPDES operating permit. Upon occupancy, LESSEE shall incorporate the Premises into LESSEE's current Storm Water Pollution Prevention Plan.

22. 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 and the EDA. 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.

23. SUBLEASING, PERMITTING AND CONTRACTING

LESSEE shall not sublease, rent or permit any persons, firms or corporations to occupy any part of the Premises, or to provide any type of commercial or non-commercial operation, aviation or otherwise, on the Premises without having first received the prior written consent of LESSOR and the EDA.

24. LIABILITY INSURANCE

LESSEE shall procure, maintain and carry, at its sole cost, in accordance with and/or until completion of this Agreement all insurance, as required per the amounts as set forth below. Insurance shall be furnished by a company licensed to do business in Kansas.

Insurance certificates shall be issued on a standard ACORD form or such other documentation may be acceptable to LESSOR in its discretion. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless otherwise approved by the LESSOR, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates must be received and approved by the LESSOR prior to occupancy. LESSOR retains the right to require changes in the character, coverages and amounts of coverage commensurate with changes in the LESSEE'S use of the Premises.

The failure of LESSOR to reject the LESSEE'S proffered insurance shall not be deemed to constitute an acceptance by the LESSOR of deficient insurance coverage. If the LESSEE fails to procure or maintain any of the specified coverages the LESSOR has the right, but not the obligation, to secure the coverage and charge the cost to the LESSEE along with a 20% administrative fee.

The LESSEE shall be responsible for determining the types and limits of insurance coverage required by any approved sublessee. At a minimum, such sublessee shall carry Workers' Compensation, 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.

Where "minimum limits" of insurance are specified in this Section, such minimum insurance limits are required and considered by LESSOR to be the lowest insured amounts acceptable under this Agreement. The LESSEE is not limited or restricted whatsoever in securing additional, insurance coverage and higher insured limits than those specified herein if, at the LESSEE'S determination and discretion and commensurate with the type of activity and associated business and operational risk, additional coverage and higher limits are necessary and appropriate.

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds.

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) <u>COMMERCIAL AUTOMOBILE LIABILITY</u>

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.

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

d) BUILDER'S RISK COVERAGE

The LESSOR shall provide builder's risk coverage during any parking lot construction sufficient to cover the requirements set out in Section 15, Design and Construction.

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds covered under this 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 certificates evidencing that such insurance is in full force and effect, and stating the terms thereof. LESSEE shall provide upon LESSOR's request the limitations, exclusions, and exemptions provisions from the policies in force held by LESSEE. This Agreement shall not commence until policies of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR dated 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, Cancellation by LESSOR, of this Agreement.

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

25. ALL RISK PROPERTY INSURANCE

LESSEE, at its expense, throughout the term of this Agreement, shall cause any structures, facilities, improvements and fixtures on the Premises to be insured against loss or damage by fire or other casualty equal to the full replacement value thereof and by an all risk coverage policy furnished by a company licensed to do business in Kansas. Such policy shall not exclude, or in the alternative, shall carry full coverage endorsements for damage from tornado, hail, flood, 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 43, Damage and Destruction. LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of certificates evidencing that such insurance are in full force and effect, and stating the terms thereof. LESSEE shall provide upon LESSOR's request the limitations, exclusions, and exemptions provisions from the policies in force held by LESSEE. This Agreement shall not commence until policies of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR dated 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.

26. 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.

27. LOSS OF PERSONAL PROPERTY

Any personal property of LESSEE or others placed in or upon the Premises shall be at the sole risk of the LESSEE, and LESSOR shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the LESSEE waives all rights of subrogation against recovery from the LESSOR for such loss or damage unless such loss or damage is the result of the LESSOR's negligence.

28. CANCELLATION BY LESSOR

The LESSOR, in addition to any other rights to which it may be entitled by law or otherwise, and in addition to cancellation right found in Section 15, Design and Construction, may cancel this Agreement by giving LESSEE written notice in the event of default by LESSEE under this Agreement continuing for more than sixty (60) days after the LESSEE's receipt of written notice of such event of default and opportunity to cure from the LESSOR, upon or after the happening of any one of the following events:

(a) LESSEE shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and LESSEE is thereafter adjudicated bankrupt pursuant to such proceedings;
(b) A court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act;
(c) Receiver of LESSEE's assets shall be appointed;
(d) LESSEE shall be divested of its estate herein by other operation of law;
(e) LESSEE shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSEE are to be performed, kept or observed.

If any such condition or default cannot reasonably be corrected within the 60-day period and LESSEE has demonstrated due diligence with respect to curing said default, then, at the LESSOR's sole discretion, such cure period may be extended for consecutive periods of 30 days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date.

Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the term shall cease and expire at the end of the 30-day extension then in effect.

Acceptance of rental by LESSOR for any period or periods after a notice of default is issued by LESSOR of any of the obligations, terms, warranties and conditions herein contained to be performed, kept and observed by LESSEE shall not be deemed a waiver of any other right on the part of LESSOR to cancel this Agreement for failure by LESSEE so to perform, keep and observe any of the obligations, terms, warranties, or conditions hereof to be performed, kept and observed. No waiver of default by LESSOR of any of the obligations, terms, warranties or conditions hereof to be performed, kept and observed by LESSEE, shall be construed to be or act as a waiver of any subsequent default of any of the obligations, terms, warranties or conditions herein contained to be performed, kept and observed by LESSEE.

29. CANCELLATION BY LESSEE

The LESSEE, in addition to any other rights to which it may be entitled by law or otherwise, may cancel this Agreement by giving LESSOR written notice in the event of default by LESSOR under this Agreement continuing for more than sixty (60) days after the LESSOR's receipt of written notice of such event of default and opportunity to cure from the LESSEE, upon or after the happening of any one of the following events:

(a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport or any major part thereof for Airport purposes.

(b) Inability of the LESSEE to use, for a period in excess of one hundred eighty (180) days, the Airport or any part of the facility because of any law, order, rule, regulation or other action or non-action of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.

(c) LESSOR shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSOR are to be performed, kept or observed:

i. LESSEE may give LESSOR written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by LESSOR, LESSEE may terminate this Agreement and the term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the Initial or Option Term, unless such condition

or default cannot reasonably be corrected within the 60-day period and LESSOR has demonstrated due diligence with respect to curing said default, then such cure period may be extended for consecutive periods of 30 days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the term shall cease and expire at the end of the 30-day extension then in effect;

(d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the Airport and the facility herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the LESSEE for a period of one hundred eighty (180) days from operating on and within the facility.

(e) In the event of destruction of the facilities, improvements, or the demised Premises as more fully described in Section 43, Damage or Destruction.

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

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

(c) 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.

(d) 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.

LESSOR shall be responsible for maintenance, repair and replacement of paved surfaces and storm drainage systems on the Airport not within or upon the Premises; however, LESSEE shall be responsible for the repair or replacement of any damaged paved surfaces and/or sub-grade on the Airport that may be caused due to the LESSEE's negligence or intentional misuse, or consent to misuse, of such facilities including but not limited to exceeding the weight bearing capacity limits of the pavements.

31. SNOW AND ICE REMOVAL

LESSEE shall be responsible for all snow and ice removal on the Premises. At no time shall LESSEE engage in snow and ice removal beyond the Premises without the prior approval of the LESSOR. Snow piles and accumulations requiring removal may be stored on pre-approved/arranged paved or non-paved areas. LESSOR shall be responsible for snow and ice removal on paved surfaces of the Airport not within the Premises.

32. LANDSCAPING

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 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, 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, Cancellation By LESSEE.

37. MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES

LESSOR may, with due notice, from time-to-time, adopt and enforce reasonable Minimum Standards for Aeronautical Activities on the Airport, and amendments thereto, and the LESSEE agrees to observe and comply with the same. However, any minimum standards which may be developed and promulgated in the future and during the 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 Agreement.

38. 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.

39. ENVIRONMENTAL ASSESSMENT

A "Phase-II" environmental site assessment, including soil and water testing, shall be conducted upon the Premise by an environmental consultant within forty-five (45) days after the commencement of this Agreement, and the cost for such assessment shall be the responsibility of the LESSOR.

A "Phase I" and "Phase-II" environmental site assessment shall be conducted, at LESSEE's sole expense, by an environmental consultant satisfactory to the LESSOR within ninety (90) days following the cancellation or termination of this Agreement, and a copy of these reports shall be promptly provided to the LESSOR. The environmental site assessment results shall be compared to the original background levels established at the commencement of this Agreement. If any contamination of the property has occurred through LESSEE's fault or negligence, or the fault or negligence of a LESSEE supplier, agent or contractor, then LESSEE shall be required to re-establish background levels to the pre-existing levels, in a timely manner acceptable to federal and state agencies requiring environmental clean-up. The parties agree that any measured contamination found in the soil or ground water of the Premises comprised of chemicals, monitored, contained or treated as part of the remedial action by LESSEE under KDHE Corrective Action Decision 91-E-172 shall be conclusively presumed to be LESSEE's liability in full.

Nothing in this Section shall be construed to hold LESSEE liable in any way for any environmental impact or release of Hazardous Substances affecting the Premises that occurs by reason of the mitigation, release, discharge or flow from other verifiable and documented off-site contamination sources that are not attributable to the LESSEE's activity on the Premises. The burden of proof shall rest exclusively with the LESSEE to demonstrate that any such environmental impacts affecting the Premises are not attributable to the LESSEE's activity on the Premises.

A copy of LESSEE's Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasure Plan shall be submitted to the LESSOR upon the LESSOR's request.

40. 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 statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws), to the extent 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) In furtherance and not in limitation of any indemnity elsewhere provided in this Agreement to the LESSEE, 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 or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release caused by the LESSOR during any term of this lease of any Substance (hazardous or otherwise) regulated by any applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws), to the extent such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the LESSOR, or persons within the control of the

LESSOR, 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 LESSOR (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(d) If, during the term of this Agreement, the 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) The provisions of this article shall survive the termination of this Agreement.

41. 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 be responsible for any levy or assessment it has caused. 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, nor make LESSOR responsible for any levy or assessment it did not cause.

42. 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 may occur, except to the extent such injury, death or damage is caused by the negligence of LESSEE. The LESSEE shall give LESSOR reasonable notice of any such claims or actions.

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.

43. 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.

44. 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.

45. 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.

46. NONDISCRIMINATION

The LESSEE agrees that in the process of employment 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 nor 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.

47. 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 set out below are approved by both parties, and if applicable, LESSEE agrees to comply with all Federal Aviation Administration requirements with respect to its operations, use of the Airport and this Agreement:

(a) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The LESSEE assures that it will undertake an affirmative action program if required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered suborganizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) LESSEE agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that LESSEE may make reasonable and nondiscriminatory

discounts, rebates or other similar types of price reductions to volume purchasers.

(f) LESSOR reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of LESSEE in this regard.

(g) LESSOR reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of LESSEE, and without interference or hindrance.

(h) LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of LESSOR, would limit the usefulness of the airport or constitute a hazard to aircraft.

(i) During time of war or national emergency LESSOR shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

(k) There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

(l) This Agreement shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Subordination to Agreements with the U.S. Government. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between LESSOR and the United States Government relative to the operation or maintenance of Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to LESSOR for Airport purposes, or the expenditure of federal funds for the improvement or development of Airport, including the expenditure of federal funds for the development of Airport in accordance with the provisions of the Federal Aviation Act of 1958, as

it has been amended from time to time. LESSOR covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

Non-Waiver of Rights. No waiver or default by either party of any of the terms, warranties, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, warranties, covenants or conditions herein contained, to be performed, kept and observed by the other party.

Notices. Notices required herein may be given by registered, certified, or express mail, and shall be deemed served on the date such notice is deposited in the United States Mail, or by prepaid private courier in the continental United States. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received.

Until any such change is made, notices to LESSOR shall be delivered as follows:

Wichita Airport Authority
Wichita Mid-Continent Airport
2173 Air Cargo Road
Wichita, Kansas 67209

Until any such change is made, notices to LESSEE shall be delivered as follows:

Learjet Inc.
Wichita Mid-Continent Airport
P. O. Box 7707
Wichita, KS 67277
Attn: 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.

48. AUDITS AND INSPECTIONS

At any time during normal business hours and as frequently as is deemed necessary, the LESSEE shall make available to the LESSOR and the EDA or EDA's authorized agents, for their examination, all of its records pertaining to matters covered by this Agreement and only matters relating to the Agreement.

49. RETENTION OF RECORDS

All records in the possession of the LESSEE pertaining to this Agreement shall be retained for a period of three (3) years after the expiration of the Agreement or any extensions thereof. All records shall be retained beyond the three (3) year period if audit findings have not been resolved within that period or if other disputes have not been resolved.

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 47.

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

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:

LEARJET, INC.

By _____

By _____
(*Name and Title*)
"LESSEE"

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

Baughman
ENGINEERING | SURVEYING | PLANNING
LANDSCAPE ARCHITECTURE
(316)-262-7271 • 315 ELLIS • WICHITA, KANSAS 67211

"Northeast Parking Lot Lease"
Legal Description

October 27, 2011

A portion of Reserve "D" Wichita Municipal Airport Addition, Wichita, Kansas, Sedgwick County, Kansas, described as commencing at the northwest corner of said Reserve "D"; thence N83°48'27"E, along the north line of said Reserve "D", also being the south line of the abandoned A.T. & S.F. Railroad right of way, 52.31 feet, to a point on the east line of a 52 foot road right of way, per Film 2240, Page 77, and for a point of beginning; thence N83°48'27"E, along the north line of said Reserve "D", also being the south line of the abandoned A.T. & S.F. Railroad right of way, 332.00 feet; thence S12°51'12"W, 788.65 feet; thence N89°58'14"W, perpendicular to the west line of Reserve "D", 155.00 feet to a point on the east line of said 52 foot road right of way; thence N00°01'46"E, parallel with the west line of said Reserve "D", and along the east line of said 52 foot road right of way, 733.00 feet to the point of beginning.

Subject property contains 180,557.4 square feet, or 4.145 Acres, more or less.

State of Kansas)
SS
County of Sedgwick)

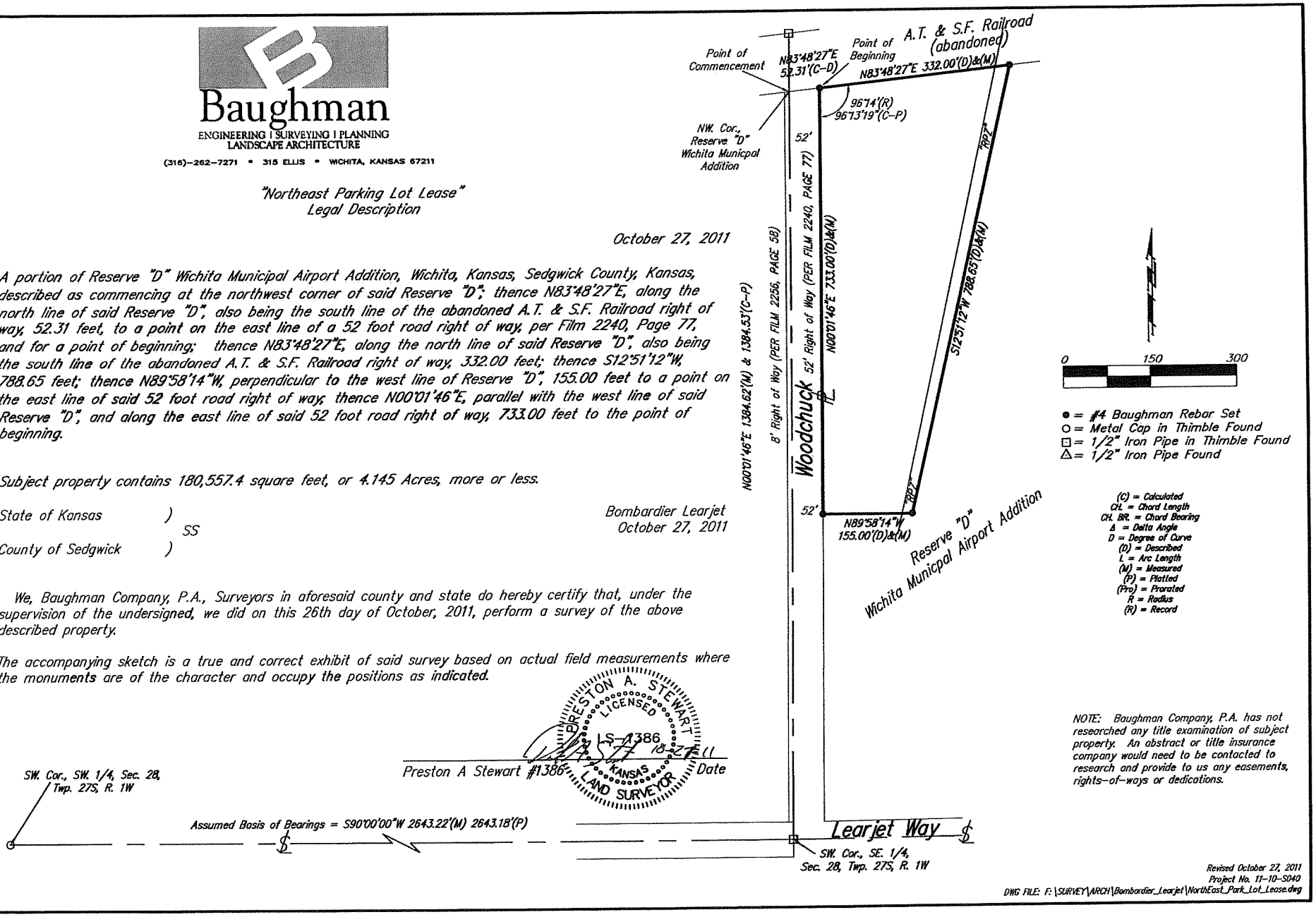
Bombardier Learjet
October 27, 2011

We, Baughman Company, P.A., Surveyors in aforesaid county and state do hereby certify that, under the supervision of the undersigned, we did on this 26th day of October, 2011, perform a survey of the above described property.

The accompanying sketch is a true and correct exhibit of said survey based on actual field measurements where the monuments are of the character and occupy the positions as indicated.

PRESTON A. STEWART LICENSED LS-1386 KANSAS LAND SURVEYOR

Preston A Stewart #1386 — Date 10-27-11



NOTE: Baughman Company, P.A. has not researched any title examination of subject property. An abstract or title insurance company would need to be contacted to research and provide to us any easements, rights-of-ways or dedications.

Revised October 27, 2011
Project No. 11-10-S040
DWG FILE: F:\SURVEY\ARCH\Bombardier_Learjet\NorthEast_Park_Lot_Lease.dwg

Baughman

ENGINEERING | SURVEYING | PLANNING
LANDSCAPE ARCHITECTURE

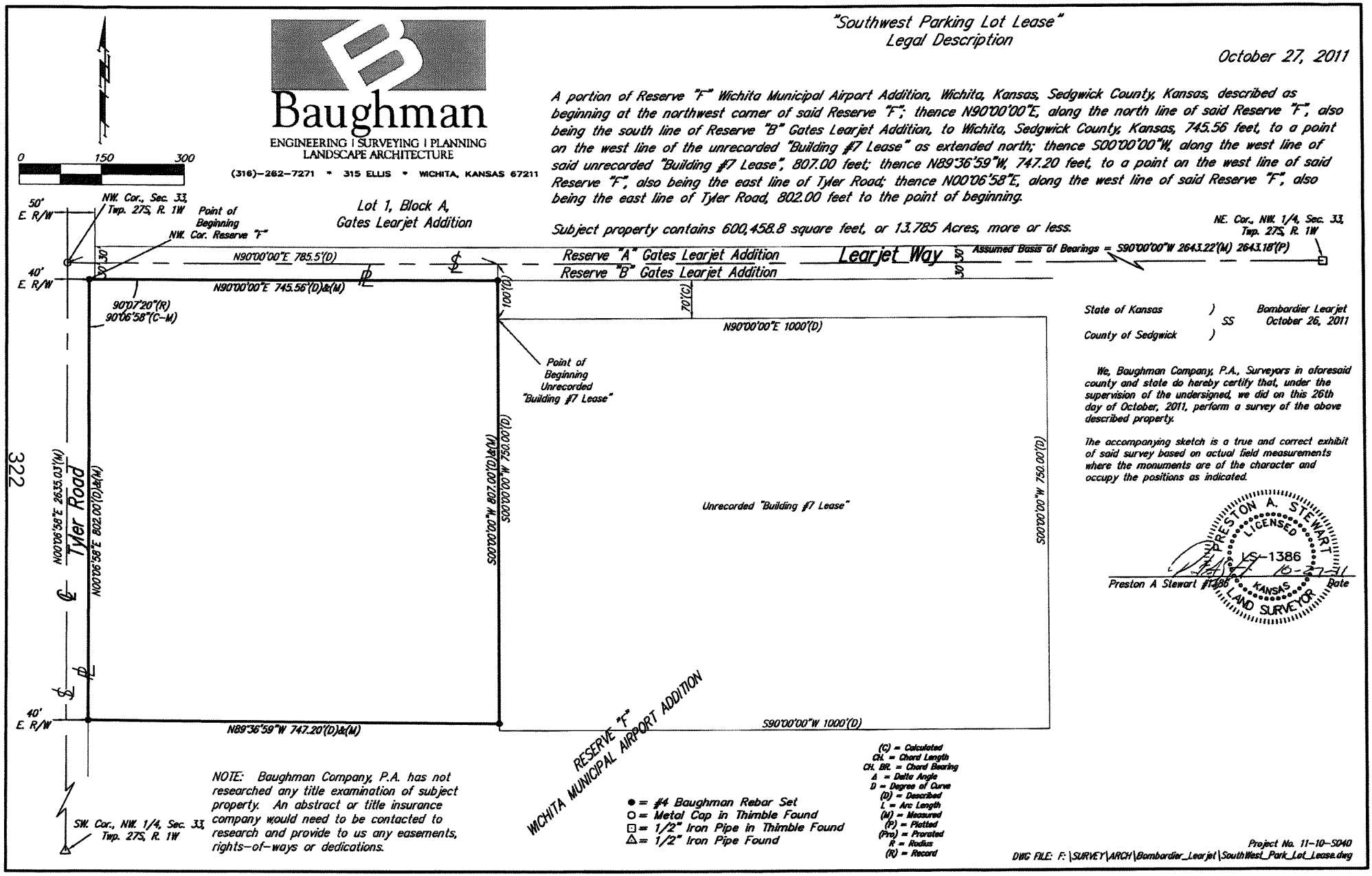
(316)-262-7271 • 315 ELLIS • WICHITA, KANSAS 67211

"Southwest Parking Lot Lease"
Legal Description

October 27, 2011

A portion of Reserve "F" Wichita Municipal Airport Addition, Wichita, Kansas, Sedgwick County, Kansas, described as beginning at the northwest corner of said Reserve "F"; thence N90°00'00"E, along the north line of said Reserve "F", also being the south line of Reserve "B" Gates Learjet Addition, to Wichita, Sedgwick County, Kansas, 745.56 feet, to a point on the west line of the unrecorded "Building #7 Lease" as extended north; thence S00°00'00"W, along the west line of said unrecorded "Building #7 Lease", 807.00 feet; thence N89°36'59"W, 747.20 feet, to a point on the west line of said Reserve "F", also being the east line of Tyler Road; thence N00°06'58"E, along the west line of said Reserve "F", also being the east line of Tyler Road, 802.00 feet to the point of beginning.

Subject property contains 600,458.8 square feet, or 13.785 Acres, more or less.



NOTE: Baughman Company, P.A. has not researched any title examination of subject property. An abstract or title insurance company would need to be contacted to research and provide to us any easements, rights-of-ways or dedications.

● = #4 Baughman Rebar Set
○ = Metal Cap in Thimble Found
⊡ = 1/2" Iron Pipe in Thimble Found
△ = 1/2" Iron Pipe Found

(C) = Calculated
CH. = Chord Length
CH. BR. = Chord Bearing
Δ = Delta Angle
D = Degree of Curve
(D) = Described
L = Arc Length
(M) = Measured
(P) = Platted
(Pro) = Prorated
R = Radius
(R) = Record

State of Kansas)
SS
County of Sedgwick)

Bombardier Learjet
October 26, 2011

We, Baughman Company, P.A., Surveyors in aforesaid county and state do hereby certify that, under the supervision of the undersigned, we did on this 26th day of October, 2011, perform a survey of the above described property.

The accompanying sketch is a true and correct exhibit of said survey based on actual field measurements where the monuments are of the character and occupy the positions as indicated.

PRESTON A. STEWART LICENSED LS-1386 KANSAS LAND SURVEYOR

10-27-11

Preston A Stewart #1386 Date

Project No. 11-10-SD40
DWG FILE: F:\SURVEY\ARCH\Bombardier_Learjet\SouthWest_Park_Lot_Lease.dwg