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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. June 8, 2010

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 May 25, 2010

AWARDS AND PROCLAMATIONS

-- Proclamations:

World Elder Abuse Awareness Week
Stand for Children Day
NeighborWorks Week

-- Special Presentation:

Family Bike Day-(Mayor's Health Initiative)

-- Awards:

James Robillard (Retirement)
Mayor Certificates to Sister Cities/France Students

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. CJ Cross – Midwest Rockfest.

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

1. Revisions to Special Assessment Deferral Program.
(Deferred April 20, 2010)

RECOMMENDED ACTION: Approve the revisions to City Council Policy No. 2, adopt amended ordinance, and authorize the necessary signatures.

2. False Alarm Ordinance Revisions.
(Deferred May 4, 2010)

RECOMMENDED ACTION: Approve the revisions to the False Alarm Ordinance and place the ordinance on first reading.

III. NEW COUNCIL BUSINESS

1. Public Hearing on the Establishment of a Redevelopment District, STAR Bond Financing for the Bowllagio STAR Bond District. (District V)

RECOMMENDED ACTION: Close the public hearing, place on first reading the ordinance establishing a project district for the Bowllagio STAR Project District and set the second reading of the ordinance for the first City Council meeting following receipt of a determination letter from the Kansas Secretary of Commerce.

2. Extension of IRB Letter of Intent and Approval of WaterWalk Hotel Development Agreement, Ground Lease and Related Documents. (District I))

RECOMMENDED ACTION: Approve the extension of the Letter of Intent, Development Agreement, Ground Lease and related documents and authorize all necessary signatures.

3. Approval of Recovery Zone Resolution, City of Wichita.

RECOMMENDED ACTION: Adopt the Resolution designating the City of Wichita a Recovery Zone for the purpose of accessing Recovery Zone Facility Bonds.

4. Petition to Construct a Water Distribution System to serve an area along Elm, west of Sheridan. (District VI)

RECOMMENDED ACTION: Approve the petition, adopt the resolution and authorize the necessary signatures.

5. Rename West Side Athletic Field Complex the Kansas Baseball Hall of Fame Athletic Fields. (District IV)

   RECOMMENDED ACTION: Rename West Side Athletic Field complex.

6. COPS Grant Application.

   RECOMMENDED ACTION: Approve the submission of an updated application for COPS grant funding.

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

7. Public Hearing: Repair or Removal of Dangerous and Unsafe Structures. (Districts I, III, and IV)

Property Address	Council District
a. 1831 North Madison	I
b. 1523 North Estelle	I
c. 1557 North Oliver	I
d. 1621 North Kenmar	I
e. 2712 North Fairmount	I
f. 2878/2880 South Davidson	III
g. 3413 East Roseberry Court	III
h. 1400 West 50th Street South	IV

   RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of June 8, 2010; (2) the structure has been secured as of June 8, 2010 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of June 8, 2010, 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.

IV. NON-CONSENT PLANNING AGENDA

1. ZON2010-00013 City amendment to Protective Overlays #63, 70, 113 and 117 on properties zoned LC Limited Commercial ("LC"); generally located between Ridge Road and Summitlawn Drive, south of Maple Street. (District V)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the provisions of Protective Overlays # 63, 70, 113 and 117, as recommended; and place the ordinances with the Protective Overlays on first reading; OR

2) Adopt the findings of the MAPC, but modify its recommendation by the addition of the provision 'No trash pickup on the subject property shall happen before 8:00 AM.' to the amended Protective Overlays #63, 70, 113 and 117 as recommended by DAB V; and place the modified ordinances on first reading (An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.);OR

3) Return the application to the MAPC for reconsideration.

V. CONSENT PLANNING AGENDA (ITEMS 1 THROUGH 3)

1. *ZON2010-00001 – City zone change from LC Limited Commercial ("LC") to GC General Commercial ("GC"); generally located midway between the Riverside Drainage Canal and 47th Street South, on the west side of Broadway Avenue. (District IV)

RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the zone change with Protective Overlay #240 and place the ordinance on first reading.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

2. *ZON2010-00014-City zone change from B Multi-family Residential ("B") to LI Limited Industrial ("LI"); generally located west of North Santa Fe Street and 190 feet south of East 14th Street. (District VI)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change; place the ordinance establishing the zone change on first reading.

3. *SUB2010-00019 - Plat of Dunbar Addition located north of Central, west of Hydraulic. (District I)

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

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.

Summer Jackson, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA (ITEMS 1 THROUGH 3)

1. *General Services Administration - U.S. Government Lease for Real Property - Supplemental Lease Agreement No. 3.

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

2. *Taxiway A1 Extension and Apron - Engineering Services Contract - Colonel James Jabara Airport.

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

3. *Minimum Standards for Aeronautical Activities and Services - Mid-Continent Airport.

RECOMMENDED ACTION: Approve and adopt the Minimum Standards for Aeronautical Activities and Services for Mid-Continent Airport; and authorize the Director of Airports to administer and enforce the policies.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

1. Approval of travel expenses for Mayor Brewer to attend the LKM Governing Body Meeting in Overland Park, KS, June 24-25, 2010.

RECOMMENDED ACTION: Approve the expenditures.

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 17)

1. Report of Board of Bids and Contracts dated June 7, 2010.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2010	(Consumption off Premises)
Lori Cottrell	Wal-mart Stores, Inc, dba Walmart Supercenter #3283	10600 West 21st Street

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

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

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

   RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
   a. Petition to construct a Storm Water Sewer in Waterfront Residential Addition, north of 13th, east of Webb. (District II)
   b. Petitions for Street Paving and a Water Distribution System in Firepoint Addition, west of Webb, south of 37th Street North. (District II)
   c. Petition to construct a Sanitary Sewer Lift Station and Force Main for Southwest Passage and Red Rock Village Additions, south of Pawnee, west of 119th Street West. (District IV)
   d. Petition to construct a Storm Water Drain in Silverton Addition, north of 13th, west of 135th Street West. (District V)

   RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Statement of Costs:
   a. Statements of Costs. (See Attached)

   RECOMMENDED ACTION: Approve and file.

6. Consideration of Street Closures/Uses.
    a. Community Events - Intrust Bank Arena Tim McGraw. (District I)
    b. Community Events - Intrust Bank Arena Michael Buble. (District I)
    c. Community Events - Intrust Bank Arena REO Speedwagon. (District I)
    d. Community Events - Intrust Bank Arena Joel Osteen. (District I)
    e. Community Events - Intrust Bank Arena Rascal Flatts. (District I)

    RECOMMENDED ACTION: Approve street closure.

7. Agreements/Contracts:
    a. Agreement for Traffic Signal Timing/Phasing Optimization, Traffic Data Collection and Performance Measures.

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

8. Property Acquisitions:
    a. Easements across City Owned Property at West Millbrook Park and Auburn Hills Golf Course for the 119th Street West from Kellogg to Maple Improvement Project. (District V)
    b. Easements across City Owned Property at Grove Park in Conjunction with the Homeland Preparedness Project. (District I)
    c. Amendment of Lease for Space at 2244 North Rock Road for Library Use. (District II)
    d. Acquisition of 1405 South 119th Street for the 119th Street West from Kellogg to Maple Improvement Project. (District V)

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

9. Minutes of Advisory Boards/Commissions

    Board of Park Commissioners, April 19, 2010
    Board of Park Commissioners, May 17, 2010

    RECOMMENDED ACTION: Receive and file.

10. "Be Air Aware" Marketing Campaign.

    RECOMMENDED ACTION: Approve the contract including the "Be Air Aware" media plan concept and authorize the necessary signatures.

11. Senior Management Report, April 2010.

    RECOMMENDED ACTION: Receive and file.

12. Ken Mar TIF Bonding Ordinance. (District I)

    RECOMMENDED ACTION: Place the amending ordinance on first reading.

13. Helicopter Engine Overhaul.

    RECOMMENDED ACTION: Approve the helicopter repairs; approve Standard Aero as the vendor for the overhaul of the police helicopter engine; and approve any necessary budget adjustments.

14. National Recreation and Park Association (NRPA) Food Grant Program. (Districts I, III, and VI)

    RECOMMENDED ACTION: Authorize staff to finalize the Memorandum of Understanding with NRPA.

15. Brownfields Cleanup Grant-Redbud Bike Path Project. (District I)

    RECOMMENDED ACTION: Approve the agreement, authorize staff to complete Brownfields Program enrollment process and authorize the necessary signatures.

16. LIV Music and Arts Festival Resolution. (District I)

    RECOMMENDED ACTION: Adopt the request for temporary street closure, adopt the resolution and authorize the necessary signatures.

17. Supplemental Agreement No. 2-AMEC Earth and Environmental-Design Services-Wichita-Valley Center Flood Control Levee Certification and Rehabilitation.

    RECOMMENDED ACTION: Approve the budget increase, approve the amended City/County agreement, approve Supplemental Agreement No. 2 and authorize the necessary signatures.

Adjournment

Workshop to follow

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Revisions to Special Assessment Deferral Program (All Districts)

INITIATED BY: Department of Public Works
Department of Finance

AGENDA: Unfinished Business

Recommendation: Approve the revisions and adopt the amended ordinance.

Background: On April 20, 2010, the City Council approved revisions to the Council's policy for deferral of special assessments for agricultural land and placed an amendment to Charter Ordinance No. 139 on first reading. The Charter Ordinance provides the legal basis for the policy. Adoption of the Charter Ordinance on second reading was deferred due to concerns that the future amount of deferred special assessments could have an adverse effect on the City's ability to sell tax exempt bonds.

Analysis: The policy, as approved on April 20, 2010, provides that in order for a tract to qualify for an agricultural deferral, it must:

- Be in excess of 2 ½ acres
- Not be platted
- Be undeveloped
- Have a population of less than one family per acre
- Not be served by the improvement district during the deferral period
- The owner or any entity having 5% or greater ownership cannot sign the public improvement petition
- The deferral period will end when the property is platted

In order to address the concerns by Bond Council about adverse impacts on the City's sale of bonds, the proposed language that would have allowed exception on paving projects, has been taken out of the revised ordinance. It is difficult to determine that a property is not served by abutting pavement. Access to abutting water or sewer lines can be easily defined by whether there is a tap into the line. It is anticipated that the current water main benefit fee program, the sanitary sewer main benefit program and the new five year deferral program for drainage projects will eliminate the need for agricultural deferral applications in new developments. Upon the advice of Bond Counsel, the land must be determined to be undeveloped rather than in agriculture use in order to prevent discrimination between residential and business (agricultural) uses.

The charter ordinance also included proposed changes to allow up to a five year deferral of assessments for certain storm water drainage projects. No revisions were necessary for this portion of the ordinance.

Financial Considerations: The Debt Service Fund will make the required principal and interest payments associated with the deferrals. Upon termination of the deferral, payment of the deferred special assessments will reimburse the Debt Service Fund.

Goal Impact: These program revisions address the Efficient Infrastructure goal by facilitating the construction of public infrastructure.

Legal Considerations: The Department of Law has approved City Council Policy No. 2 and the Charter Ordinance amending Charter Ordinance No. 139 as to legal form.

Recommendation/Action: It is recommended that the City Council approve the revisions to City Council Policy No. 2, adopt amended ordinance and authorize the necessary signatures.

Attachment: Charter Ordinance and City Council Policy No. 2.

(PUBLISHED IN THE WICHITA EAGLE ON JUNE 11th and JUNE 18th)

CHARTER ORDINANCE NO. 212

A CHARTER ORDINANCE AMENDING SECTION 2 OF CHARTER ORDINANCE NO. 139 OF THE CITY OF WICHITA, KANSAS, PERTAINING TO DELAY OF SPECIAL ASSESSMENTS, AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1: The provisions of Section 2 of Charter Ordinance No. 139 of the City of Wichita, Kansas, are hereby amended to read as follows:

"SECTION 2. **DELAY OF SPECIAL ASSESSMENTS.** The City Council may authorize and provide for a delay in or an abatement of the payment of special assessments for the cost of constructing public improvements subject to the conditions and in the manner provided for herein.

(a) The City Council may authorize and provide for a delay in the payment of a part or all of an assessment for the costs of constructing a parking facility located within a parking district that is being financed under authorization of Charter Ordinance 138 if the property the delay is being sought for, at the time bonds are issued, provides off-street parking on the property that meets off-street parking requirements for the use the property is subject to at that time. Delayed assessments shall be due and payable at the time the use of such property changes to a use that requires more off-street parking spaces than are being provided for on the property. The delay of the payment of assessments may, at the discretion of the City Council, be continued on a partial basis on the portion of the assessment that exceeds the cost of the parking spaces that are needed to meet off-street parking requirements. E.g., if the property was originally assessed for 20 spaces and only 12 spaces are needed, then the delay for payment of assessment can be continued on the portion of the assessment that equals the 8 spaces that will not be used.

(b) The City Council may authorize and provide for a delay in the payment of special assessments for the cost of constructing public improvements in unplatted and undeveloped areas of the City. The City Council may provide for a delay in the commencement of payment of some or all special assessments upon such property for a designated period not to exceed fifteen years or until such property is platted or developed if the same occurs prior to the conclusion of the period designated. In the event such property has not developed 50% of its area at the conclusion of the period designated, an additional extension of ten years before commencement of payments may be granted to such property. All assessments shall be due and payable at the time such property, or any portion thereof, is platted or developed, or at the expiration of the designated period or any extension of such period. The payments for such property, or any portion thereof, shall be spread against such property, or any portion thereof as if the time for payment of the special assessments had not been delayed. When payments become due on a portion of the property, the payments against such property shall be spread in a pro rata manner based on the ratio the area of such property bears to the area of the entire property originally delayed. For the purpose of this act, undeveloped areas shall mean those areas which:

(1) are in excess of 2½ acres;

(2) have not been platted;

(3) are undeveloped;

(4) have a population density of less than one family per acre;

(5) are not served by such public improvement; and,

(6) neither the owner of such area nor such owner's spouse, nor any entity in which either has greater than 5% ownership interest has petitioned for this improvement.

(c) In addition, in the case of special assessments for drainage improvements on property which has been platted for development the

City Council may authorize and provide for a delay in the payment of special assessments for the cost of constructing storm water drainage improvements on such property, for a designated period of not to exceed five years or such earlier time as of which street improvements are approved for the property, as referenced in (4) below, or the letter or credit referenced in (3), below, is released. Storm water drainage deferral is subject to the following conditions:

(1) The property for which the storm water drainage improvements are deferred must be platted and must not yet be served by street pavement (either public or private).

(2) The property eligible for the storm water drainage deferral must not exceed fifty percent (in either size and/or lot count) of the benefit.

(3) A letter of credit in the amount of 35% of the storm water drainage project cost must be provided per the requirements of the City of Wichita and, for a benefit district utilizing storm water drainage deferral the release of the letter of credit shall end the deferral period.

(4) If or when street pavement, either publically or privately funded, is approved for any lot within the benefit district for which the storm water sewer assessment is deferred, the development deferral for all lots will expire. Approval of streets will be defined as awarding of the contract for publically constructed streets, or the final plan approval for private street improvements.

(d) The City Council may authorize and provide for a delay in or abatement of the payment of all or any portion of special assessments for the construction of public improvements levied against residential property when, in the opinion of the City Council such payment would work a hardship on the owners of such property. The City Council may provide conditions and requirements for qualification for any such delay or abatement, either by way of ordinance adopted by the City Council or

by way of regulations and policies promulgated by the city pursuant to City Council direction."

SECTION 2. The original of Section 2 of Charter Ordinance No. 139 of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be published once each week for two consecutive weeks.

SECTION 4. This is a charter ordinance and shall take effect sixty-one days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY not less than two-thirds of the members elect voting in favor thereof, this 8th day of June, 2010.

_____
CARL BREWER, Mayor

ATTEST: (Seal)

_____
KAREN SUBLETT,
City Clerk

Approved as to Form:

_____
GARY E. REBENSTORF,
Director of Law

SUBJECT: Financing of Public Improvements

Distribution of costs for financing of public improvements in the City of Wichita shall be in accordance with the policies outlined herein:

Streets

The cost of original construction of local and collector streets shall be assessed 100% to the property within the improvement district. The improvement district is defined as including those properties on either side of the proposed street improvement half the distance to the next paralleling street as provided by statute.

For projects initiated under provisions of K.S.A. 12-6a01, et seq. (Chesney Law), the City may pay such costs as the governing body may determine, but not more than 95% thereof.

The cost of maintenance and repair of streets will be paid by the City-at-large, except for repair of damage that can be attributed to an act of a specific person or persons.

The cost of reconstruction or replacement of residential streets shall be paid 100% by special assessment. In the event the street reconstruction or replacement is made prior to the expiration of the anticipated useful life of the street as a result of increased traffic or other factors, the City Engineer may recommend to the City Council that a portion of the cost of reconstruction or replacement be paid by the City-at-large.

After March 3, 1992, the costs of constructing or reconstructing arterial streets shall be paid by the City-at-large and no special assessments shall be levied for such arterial projects, except as provided below.

Construction or reconstruction of acceleration-deceleration lanes, left turn lanes or specialized signalization on arterial streets necessitated by a specific development or as a condition of platting shall be paid by special assessments.

The paving of an unpaved arterial or mile-line road, or the reconstruction of an unimproved arterial or mile-line road necessitated to provide paved access to a new development shall be the developer's responsibility. In addition, the developer shall also be responsible for paving temporary accel-decel lanes required to serve the development. There are two methods of funding such improvements: (1) a cash contribution for the cost of temporary pavement designed to a seven-year standard, or (2) special assessments to pave the roadway to a 15-year design standard. The City reserves the option to combine the cash or special assessments with other funds to build the roadway to a higher standard or to enlarge the limits of the project. This policy will apply to all existing undeveloped plats and future plats.

Sidewalks

The costs of construction, reconstruction or replacement and repair of sidewalks shall be paid by the benefited property except:

1) When newly constructed along arterial streets, and the governing body elects to pay the cost and with City-at-large funds.

2) When repair or reconstruction is a result of damage that can be attributed to an act or acts of a specific person or person and for repairs required as a result of utility operations.

3) When it is necessary in connection with a reconstruction project to remove and replace a sidewalk determined by the City Engineer to be in good condition.

Sanitary Sewers

The costs of construction of sanitary sewers shall be distributed between improvement districts and the City-at-large in accordance with the following schedule based on the type of sewers.

1) Lateral Sewer: Costs to be assessed 100% against land in the improvement district.

2) Main (Submain) Sewer: Subject to the provisions of Sewer Main Benefit Fee Policy dated November 1, 2005. This policy allows sewer main (submain) projects to be assessed on a square foot benefit fee for projects that have been approved by the Wichita Water Utilities.

3) Interceptor Sewer: Costs to be paid 100% by Wichita Water Utilities.

The costs of maintenance and repair will be paid by the Wichita Water Utilities except for repair of damage that can be attributed to an act or acts of a specific person or persons.
Maximum use will be made of federal financial assistance for sewer construction where appropriate.
Connection charges as set forth in the Wichita Water Utilities *Department Operations Policies and Procedures (DOPP #48),* dated November 25, 2008.

Water System Improvements

The costs of construction of water system improvements shall be distributed between improvement districts and the City-at-large in accordance with the following schedule based on the type of sewers.

1) Subdivision Interior Water Lines: Costs to be assessed 100% against land in the improvement district.

2) Water Mains: Subject to the provisions of Water Main Benefit Fee Policy dated October 21, 2008. This policy allows water main projects to be assessed on a square foot benefit fee for projects that have been approved by the Wichita Water Utilities.

The costs of maintenance and repair will be paid by the Wichita Water Utilities except for repair of damage that can be attributed to an act or acts of a specific person or persons.
Connection charges as set forth in the Wichita Water Utilities *Department Operations Policies and Procedures (DOPP #48),* dated November 25, 2008.

Storm Drainage

The costs of storm water sewer construction shall be paid in accordance with the following:

1) All improvements to the Arkansas River and creeks, canals and sloughs shall be funded 100% City-at-large, or through budgeted maintenance funds, Storm Water Utility funds, general obligation bonds and such federal funds as may become available.

2) Drainage improvements in developed areas shall be funded 100% City-at-large or by Storm Water Utility funds.

3) Drainage improvements in new areas of the City shall be funded 100% by the developer or landowner, or they may be assessed to an improvement district as approved by the City Council.

4) Pumping stations required as a result of City drainage improvements shall be funded 100% City-at-large or by Storm Water Utility funds.

Spreading of Special Assessments

Special assessments for public improvements shall be distributed in accordance with the statute under which the project was initiated.
When appraisers are required in connection with determining property values within the benefit district, qualified appraisers shall be retained in accordance with Administrative Regulation 1.6. Appraisers will be instructed as to their duties by the City Clerk.

Citizen Participation

Appropriate systems will be utilized to permit maximum citizen participation in the preparation of the City Capital Improvement Program as it relates to public improvements.
Notification procedures as provided in Administrative Regulation 6.6 will be used to advise affected citizens of impending City Council action to initiate a public improvement, except in those instances where the improvement has been requested by owners of 100% of the benefited property.

Deferrals

1) **Hardship Deferral:** Hardship Deferrals may be granted to qualifying low income property owners. Qualification for hardship deferrals shall be reevaluated annually.

2) **Agricultural Deferral:** Agricultural Deferrals may be granted to protect individual property owners from financial hardship when inadvertently impacted by surrounding development. Special assessments against unplatted and undeveloped land may be deferred in accordance with Charter Ordinance XXX.

3) **Storm Water Drain Deferral:** Storm Water Drain Improvements in platted areas may be eligible for deferral for a maximum of 5 years as outlined in Charter Ordinance XXX.

(PUBLISHED IN THE WICHITA EAGLE ON _____)

CHARTER ORDINANCE NO. __212_____

A CHARTER ORDINANCE AMENDING SECTION 2 OF CHARTER ORDINANCE NO. 139 OF THE CITY OF WICHITA, KANSAS, PERTAINING TO DELAY OF SPECIAL ASSESSMENTS, AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1: The provisions of Section 2 of Charter Ordinance No. 139 of the City of Wichita, Kansas, are hereby amended to read as follows:

"SECTION 2. **DELAY OF SPECIAL ASSESSMENTS.** The City Council may authorize and provide for a delay in or an abatement of the payment of special assessments for the cost of constructing public improvements subject to the conditions and in the manner provided for herein.

(a) The City Council may authorize and provide for a delay in the payment of a part or all of an assessment for the costs of constructing a parking facility located within a parking district that is being financed under authorization of Charter Ordinance 138 if the property the delay is being sought for, at the time bonds are issued, provides off-street parking on the property that meets off-street parking requirements for the use the property is subject to at that time. Delayed assessments shall be due and payable at the time the use of such property changes to a use that requires more off-street parking spaces than are being provided for on the property. The delay of the payment of assessments may, at the discretion of the City Council, be continued on a partial basis on the portion of the assessment that exceeds the cost of the parking spaces that are needed to meet off-street parking requirements. E.g., if the property was originally assessed for 20 spaces and only 12 spaces are needed, then the delay for payment of assessment can be continued on the portion of the assessment that equals

the 8 spaces that will not be used.

(b) The City Council may authorize and provide for a delay in the payment of special assessments for the cost of constructing public improvements in unplatted and undeveloped areas of the City. The City Council may provide for a delay in the commencement of payment of some or all special assessments upon such property for a designated period not to exceed fifteen years or until such property is platted or developed if the same occurs prior to the conclusion of the period designated. In the event such property has not developed 50% of its area at the conclusion of the period designated, an additional extension of ten years before commencement of payments may be granted to such property. All assessments shall be due and payable at the time such property, or any portion thereof, is platted or developed, or at the expiration of the designated period or any extension of such period. The payments for such property, or any portion thereof, shall be spread against such property, or any portion thereof as if the time for payment of the special assessments had not been delayed. When payments become due on a portion of the property, the payments against such property shall be spread in a pro rata manner based on the ratio the area of such property bears to the area of the entire property originally delayed. For the purpose of this act, undeveloped areas shall mean those areas which:

(6) are in excess of 2½ acres;

(7) have not been platted;

(8) are ~~primarily used for agricultural purposes~~ undeveloped;

(9) have a population density of less than one family per acre;

(10) are not served by such public improvement ~~(with the exception of pavement improvements)~~; and,

(6) neither the owner of such area nor such owner's spouse, nor any entity in which either has greater than 5% ownership interest has petitioned for this improvement~~;~~

~~Provided, however, that the City Council (except in cases involving drainage improvements) may waive the applicability of the elements in (b)(5) and (b)(6) and find areas satisfying the elements of (b)(1) through (b)(4) to be "undeveloped areas" qualifying for deferral when the City Council concludes such is in the public interest~~.

(c) In addition, in the case of special assessments for drainage improvements on property which has been platted for development the City Council may authorize and provide for a delay in the payment of special assessments for the cost of constructing storm water drainage improvements on such property, for a designated period of not to exceed five years or such earlier time as of which street improvements are approved for the property, as referenced in (4) below, or the letter or credit referenced in (3), below, is released. Storm water drainage deferral is subject to the following conditions:

(5) The property for which the storm water drainage improvements are deferred must be platted and must not yet be served by street pavement (either public or private).

(6) The property eligible for the storm water drainage deferral must not exceed fifty percent (in either size and/or lot count) of the benefit.

(7) A letter of credit in the amount of 35% of the storm water drainage project cost must be provided per the requirements of the City of Wichita and, for a benefit district utilizing storm water drainage deferral the release of the letter of credit shall end the deferral period.

(8) If or when street pavement, either publically or privately funded, is approved for any lot within the benefit district for which the storm water sewer assessment is deferred, the development deferral for all lots will expire. Approval of streets will be defined as awarding of the contract for publically constructed streets, or the final plan approval for private street improvements.

(d) The City Council may authorize and provide for a delay in or abatement of the payment of all or any portion of special assessments for the construction of public improvements levied against residential property when, in the opinion of the City Council such payment would work a hardship on the owners of such property. The City Council may provide conditions and requirements for qualification for any such delay or abatement, either by way of ordinance adopted by the City Council or by way of regulations and policies promulgated by the city pursuant to City Council direction."

SECTION 2. The original of Section 2 of Charter Ordinance No. 139 of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be published once each week for two consecutive weeks.

SECTION 4. This is a charter ordinance and shall take effect sixty-one days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY not less than two-thirds of the members elect voting in favor thereof, this _____ day of _____, 2010.

_____
CARL BREWER, Mayor

ATTEST: (Seal)

_____
KAREN SUBLETT,
City Clerk

Approved as to Form:

_____
GARY E. REBENSTORF,
Director of Law

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: False Alarm Ordinance Revisions

INITIATED BY: Finance Department / Police Department / Fire Department

AGENDA: Unfinished Business

Recommendation: Approve the revisions to the False Alarm Ordinance and place the ordinance on first reading.

Background: For years, the City of Wichita has required alarm companies to be licensed by the City, required new alarms to be registered initially, and implemented a response fee for false alarms. Each year the City of Wichita responds to nearly 25,000 false alarms. These responses create a financial burden for the City, and also divert public safety resources from actual emergencies.

In 2004, the City increased the false alarm fees in an effort to curb the incidences of false alarms. Each year, the first false alarm response to an address is provided without a fee. Subsequent false alarm responses are $40 each. False alarm responses to panic buttons are $50 each, with commercial panic button false alarms billed at $70 each.

This item was presented to the City Council on May 4, 2010. During public comment, concern was expressed about technical aspects and wording in the proposed ordinance. To allow staff time to meet with industry representatives again, and to review and correct ordinance language, the Council deferred this item until June 8, 2010. Revised ordinances have been drafted. In addition to language corrections, the implementation date has been revised from July 1, 2010 to August 1, 2010.

Analysis: The false alarm fees have remained constant since 2004. Although the number varies monthly, there has not been a noticeable downturn in false alarms in recent years. In 2008, the Police and Fire Departments responded to nearly 25,000 calls generated from alarm systems, of these, 98 percent were false.

There are significant costs to the City associated with false alarms. The cost for Police to respond to an alarm is estimated at $45 for two officers and one vehicle in half-hour increments. The cost for Fire to respond to an alarm is estimated at $538 per unit/per occurrence. Cost for fire responses can rise exponentially, since systems alarms on buildings would typically require multiple units to respond. In addition to the financial costs of false alarms, these alarms result in the utilization of emergency response equipment, reducing the capacity and availability of emergency responders for actual alarms and calls.

During the budget development process, Fire staff proposed eliminating the initial registration fee for alarm systems, and implementing an alarm registration fee of $3 per month for residential users and $9 per month for commercial users. This was projected to generate $1.75 million annually. With public input during the budget process, the proposal was restructured to reduce the fee to a $1 per month residential fee and a $3 per month commercial fee, while retaining the current one-time $10 registration fee. In addition, modifications to the false alarm fee were incorporated, aimed primarily at reducing system alarms for the Fire Department and to reduce repeated false alarms at the same address. The 2010 Adopted Budget included the assumption of additional revenue to the General Fund based on this revised fee schedule.

Subsequent to the implementation of the plan, staff presented the changes to a group of alarm representatives. The representatives provided additional input into the ordinance changes. The City Manager authorized a committee comprised of City staff and five representatives of the alarm business.

City staff from the Finance Department, Law Department, Police Department and Fire Department and alarm companies met multiple times in an effort to craft appropriate changes to the alarm ordinance. The meetings led to the proposed ordinance revisions. These revisions include:

False Alarm Fee: The amended ordinance changes the structure from a single matrix structure to a dual matrix structure. The first matrix will charge for security type alarms (requiring police response) and the second matrix will charge for fire alarms. Each matrix or type will continue to provide the alarm customer with one free false alarm each calendar year. The ordinance removes the distinction between an audible, panic/duress and hold-up alarm, all of which have different fee schedules currently. As proposed, all false alarm calls will be billed as follows effective August 1, 2010:

Number of Alarms annually	False Alarm Fee Security Alarms	False Alarm Fee Fire Alarms
1	$0	$0
2	$40	$100
3	$40	$100
4	$60	$150
5	$60	$150
6	$120	$300
7 - 9	$200	$500
10 or more	$350	$750

Currently, hospitals are not mentioned in the ordinance as being exempted, but based on previous practice, hospitals have not been billed for charges relating to fire alarms. Effective August 1, 2010 hospitals will be billed in accordance with the proposed rate table for Fire and billed for security alarms.

Licensing: The licensing fee for alarm companies will remain at an annual fee of $100, not refundable. In addition to the licensing fee (at the time of renewal), the proposed ordinance would require an alarm business to submit their customer lists of registered residential alarm users and commercial alarm users.

Registration: Each alarm user is required to be registered with the City of Wichita prior to commencement of monitoring. Each alarm user will pay an initial registration fee of $25 through their installer and $25 annually on their anniversary date billed by the City of Wichita.

Financial Considerations: The 2010 Adopted General Fund Budget, from which Police and Fire response services are funded, is based on additional false alarm revenue of $767,205. This proposed ordinance change is anticipated to generate approximately $500,000 on an annualized basis.

Effective August 1, 2010 alarm users will be billed $25 annual registration fee (based on their anniversary date). Annually, the City spends approximately $335,000 to administer the ordinance. The registration fee charge of $25 a year is estimated to generate $328,000 to mostly offset this cost. False alarm responses cost an estimated $3 million per year for Police and Fire. The ordinance would increase false alarm fee schedule effective August 1, 2010. Any increased revenues (estimated at $172,000) from false alarm fees will partially offset the cost of responding to these costs.

Goal Impact: Maintaining and financing public safety response services helps maintain a Safe and Secure community.

Legal Considerations: The Department of Law has approved the ordinance to form.

Recommendations/Actions: It is recommended that the City Council approve the revisions to the False Alarm Ordinance and place the ordinance on first reading.

Attachment: False Alarm Ordinance

First Published in The Wichita Eagle on _____

DELINEATED 05/20/2010

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 3.40.020, 3.40.030, 3.40.035, 3.40.040, 3.40.050, 3.40.060, 3.40.070, 3.40.090, 3.40.100 AND 3.40.135, CREATING SECTIONS 3.40.038, 3.40.061, 3.40.063, 3.40.065, 3.40.115, 3.40.118 AND 3.40.145 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO ALARM SYSTEMS, AMENDING SECTION 19.08.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO ELECTRICIANS' CERTIFICATES, PERMITS AND LICENSES AND REPEALING THE ORIGINALS OF SECTIONS 3.40.020, 3.40.030, 3.40.035, 3.40.040, 3.40.050, 3.40.060, 3.40.070, 3.40.090, 3.40.100, 3.40.105, 3.40.135 AND 19.08.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

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

"SECTION 1. Section 3.40.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Definitions.** As used in this chapter, the following words shall have the following meanings:

(a) 'Alarm ~~a~~Administrator' means the person designated by the ~~c~~Chief of ~~p~~Police to ~~monitor~~ administer the provisions of this chapter, and monitor, control and review alarm response procedures and alarm business activities ~~as provided in this chapter~~.

(b) 'Alarm ~~b~~Business' means any ~~business operated by a person who~~ individual, partnership, corporation or other entity which has as one of its principal business purposes the ~~engages in the activity of~~ altering, installing,

leasing, selling, maintaining, repairing or servicing an alarm system or fire alarm system or which causes any of these activities to take place. Such term shall also include alarm servicing companies who engage in the activity of monitoring ~~or responding to~~ alarm systems.

(c) 'Alarm ~~service~~ Servicing ~~c~~Company' means the person who shall be responsible for determining that an alarm system has been activated and notifying the communications center of the alarm activation and the need of an emergency response by law enforcement, fire or emergency medical personnel.

(d) 'Alarm ~~s~~System' means an assembly of equipment, ~~or~~ devices or a single device arranged to signal the presence of a hazard requiring urgent attention and to which law enforcement, fire or emergency medical personnel are expected to respond~~;~~. ~~provided, however, that this term includes externally audible and/or visual on-premises alarm systems but does not include~~ The following devices shall not constitute an alarm system: 1. smoke ~~detectors~~ alarms; ~~and~~ 2. other alarms designated to merely give internal on-premises notification of an alarm condition; 3. alarm devices affixed to motor vehicles; 4. hand-held personal safety devices not connected to a central monitoring system or station; 5. security alarm systems which are not monitored by an alarm servicing company.

(e) 'Automatic ~~d~~Dialing Device' means an alarm system which automatically sends over regular telephone lines, by direct dialing or otherwise, a prerecorded voice message or coded signal indicating the existence of the emergency situation the alarm system is designed to detect.

(f) ‘Board’ means the Board of Electrical Appeals.

~~(f) ‘Central station’ means an office to which alarm system signals are transmitted for an operator to monitor and notify the communications center of the need for an emergency response by law enforcement, fire or emergency medical personnel.~~

(g) ‘Certified Alarm Installer’ means an individual who holds a certificate issued by the City of Wichita, evidencing such person to be qualified to install, service, maintain, repair and replace residential and commercial alarm systems.

~~(g)~~ (h) ‘Chief of ~~p~~Police’ means the ~~c~~Chief of ~~p~~Police of the city or a designated representative.

~~(h)~~ (i) ‘City’ means the City of Wichita, Kansas.

~~(i)~~ (j) ‘City ~~m~~Manager’ means the ~~c~~City ~~m~~Manager of the city or a designated representative.

~~(j)~~ (k) ‘City ~~t~~Treasurer’ means the ~~c~~City ~~t~~Treasurer of the city or a designated representative.

~~(k)~~ (l) ‘Communications ~~c~~Center’ means the Sedgwick County ~~d~~Department of ~~e~~Emergency ~~c~~Communications.

~~(l)~~ (m) ‘Direct ~~c~~Connect’ means an alarm system which has the capability of transmission and reception of alarm system signals directly to the communications center.

~~(m)~~ (n) 'Director of ~~e~~Emergency ~~c~~Communications' means the ~~d~~Director of the Sedgwick County ~~d~~Department of ~~e~~Emergency ~~c~~Communications or a designated representative.

~~(n) 'Duress or holdup alarm' means an alarm activated by the intentional act of a person in order to summon law enforcement personnel.~~

(o) 'Emergency m~~M~~edical ~~p~~Personnel' means employees of the Sedgwick County ~~e~~Emergency ~~m~~Medical ~~s~~Service.

~~(p) 'External audible and/or visual on-premises alarm system' means an alarm system designed to emit audible and/or visual signals at or on the premises upon which the alarm system is installed and which causes notification of such alarm system activation to be made to the communications center.~~

~~(q)~~ (p) 'False ~~a~~Alarm' means: 1) the activation of an alarm system in the ~~c~~City resulting in an urgent response by law enforcement, fire or emergency medical personnel when a situation requiring an urgent response does not, in fact, exist at the time of activation of the alarm; or 2) an alarm system designed to be used to report a robbery or holdup, when used for any other purpose.

A false alarm may be the result of, but not limited to, mechanical or electronic failure, malfunction, improper installation, improper adjustment, accidental tripping, misoperation, misuse, defect or negligence of a person.

~~a. Provided, however, if~~ ~~a~~An alarm signal ~~is~~ caused by violent conditions of nature or other circumstances not reasonably subject to control by the alarm user or alarm business~~,~~ shall not be deemed a false

alarm for the purposes of this chapter. ~~it shall not be deemed a false alarm for purposes of this chapter;~~

~~b. Provided, further, that a system designed to be used to report a robbery or holdup when used for any other purpose shall be considered a false alarm under this chapter.~~

(q) 'Fire Alarm' means an alarm to which fire personnel have been requested to be dispatched to respond.

(r) 'Fire ~~a~~Alarm ~~s~~System' means an alarm system designed to signal the presence of a hazard requiring urgent attention and to which fire personnel are expected to respond.

(s) 'Fire ~~p~~Personnel' means employees of the Wichita ~~f~~Fire ~~d~~Department.

(t) 'Governmental ~~b~~Building ~~a~~Alarm ~~s~~System' means any alarm system installed in any location owned or used by the United States government, the state and its political subdivisions, the City of Wichita or any agencies thereof.

~~(v)~~ (u) 'Law ~~e~~Enforcement ~~p~~Personnel' means any person vested by law with a duty to maintain public order or to make arrests for violations of the laws of the state or ordinances of the city and includes regular and reserve personnel of the Wichita ~~p~~Police ~~d~~Department.

~~(w)~~ (v) 'Medical ~~a~~Alarm ~~s~~System' means an alarm system designed to signal the presence of a hazard requiring urgent attention and to which emergency medical personnel are expected to respond.

~~(x) 'Monitor' means the person who shall be responsible for determining that an alarm system has been activated and notifying the communications center of the alarm activation.~~

~~(y)~~ (w) 'Multiple ~~a~~Alarm ~~s~~System' means any of the following:

a. Separate structures each having their own alarm system which are located at the same street address and are owned by the same person or business; or

b. A single structure which has more than one alarm business monitoring alarms within the structure.

~~(z)~~ (x) 'Person' means any person, firm, partnership, association, corporation, company or organization of any kind.

~~(z)~~ (y) 'Security Alarm' means an alarm to which law enforcement personnel have been requested to be dispatched to respond.

~~(u)~~ (z) '~~Law enforcement~~ Security ~~a~~Alarm ~~s~~System' means an alarm system designed to signal the presence of a hazard requiring urgent attention and to which law enforcement personnel are expected to respond.

(aa) 'Alarm User' means any person who has a functioning alarm system on premises under the person's control.

(bb) 'Fire Chief' means the Chief of the Wichita Fire Department or a designated representative.

(cc) 'Alarm Site' means a single fixed premises or location served by an alarm system or systems. Each unit, if served by a separate alarm system in a multi-unit building or complex, shall be considered a separate alarm site.

(dd) 'ANSI/SIA Control Panel Standard CP-1' means the ANSI – American National Standard Institute approved security industry association – SIA CP-1 Control Panel Standard, as may be updated from time to time, that details recommended design features for security system control panels and their associated arming and disarming devices to reduce the incidence of false alarms. Control panels built and tested to this standard or any subsequent standard established by Underwriters Laboratory (UL), or other nationally recognized testing organizations, will be marked to state: 'Design evaluated in accordance with SIA CP-1 Control Panel Standard Features for False Alarm Reduction."

SECTION 2. Section 3.40.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**License required.** (a) It is unlawful for any person to engage in the operation of an alarm business within the ~~c~~City without having first obtained a license to operate such a business from the ~~c~~City ~~t~~Treasurer.

(b) ~~It is unlawful for any person to engage in altering, installing, maintaining, repairing or servicing an alarm system within the city limits, or causing the same to take place without having been certified for the particular classification of system involved.~~ Any person who violates the provisions of this section shall be guilty of a misdemeanor and shall be punished by a fine of not more than five hundred dollars ($500.00) or imprisonment of a term not to exceed six months or by both such fine and imprisonment."

SECTION 3. Section 3.40.035 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Certifications--Persons engaged in installation or repair of alarm systems.** (a) ~~Applications for certification as required by subsection (b) of Section 3.04.030 shall be made to the central 0nspection division which shall be responsible for conducting an examination of the applicant pursuant to the standards and classifications set forth by the National Burglar and Fire Alarm Association. In addition to the certification requirements set forth in this chapter, individuals altering, installing, maintaining, repairing or replacing fire alarm systems must be NICET II, NICET III or NICET IV certified for fire alarm systems. The central inspection division may waive examination of an applicant who has been examined by and holds a current certificate from the National Burglar and Fire Alarm Association or is NICET III or NICET IV certified NICET II, NICET III or NICET IV for fire alarm systems.~~ It is unlawful for any person to engage in the altering, installing, maintaining, repairing or servicing of an alarm system within the city limits, or causing the same to take place without having been certified for the particular classification of system involved.

(b) ~~The fee for examination and certification shall be established by the superintendent of central inspection to cover the administrative costs of issuing such certificate. This fee shall be paid to the central inspection division when application for certification is made.~~ Any person desiring to engage in or work in the business of installing, repairing or altering alarm systems shall make application to the Office of Central Inspection for a certificate.

(c) A security alarm certificate issued to an individual wishing to engage in the business of or perform the act of installing, repairing or replacing security alarm systems shall authorize such individual to engage in such activities.

(d) No certificate shall be issued to any individual to install security systems who is not certified by the Kansas Electronic Security Alliance, Electronic Security Association, or other national testing agency with a test designed specifically for alarms.

(e) A fire alarm certificate issued to an individual wishing to engage in the business of or perform the act of installing, repairing or replacing fire alarm shall authorize such individual to engage in such activities.

(f) No certificate shall be issued to any individual to install, repair or replace fire alarm systems who is not certified by the National Institute for Certification in Engineering Technologies (NICET II, III or IV) or the International Municipal Signal Association (IMSA I or II).

(g) The fee for certificates shall be established by the Superintendent of the Office of Central Inspection to cover the administrative costs of issuing such certificates. All such certificates shall be renewed bi-annually upon payment of a fee established by the Superintendent of the Office of Central Inspection to cover the administrative costs of issuing such certificates. All certificates expire on the thirty-first day of December of each odd-numbered year and no reduction shall be made for part of the year being elapsed. Certificates which have not been renewed by March 1st after their expiration, may be subject to appearance before the Board prior to reissuance of a certificate.

(h) The Board of Electrical Appeals is authorized to cancel, suspend and/or revoke the certificate of any alarm installer issued by the Office of Central Inspection"

SECTION 4. Section 3.40.038 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

Apprentice and/or helper An apprentice or helper shall be permitted to perform the act of installing, repairing or replacing any alarm system within the city when he or she is on the job site with and under the direct supervision of an alarm technician certified by Section 3.40.035. Both individuals must be employed by a licensed alarm contractor. If an apprentice or helper works without the required supervision, both the alarm contractor and the apprentice/helper shall be guilty of this offense.

SECTION 5. Section 3.40.048 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Installation Requirements:** (a) All alarm systems or any of its component parts shall be installed in accordance with Title 19 of this code.

(b) Fire alarm systems shall be installed in accordance with the provisions of Titles 15, 18 and 19 of this Code.

(c) Upon enactment of this ordinance, alarm installation companies shall use only ANSI/SIA CP-01 listed alarm control panels on new installations, panel replacements or upgrades of security alarm systems.

(d) It is unlawful for any person to install or replace a fire alarm system unless a permit has been issued for such work. Permits and inspection shall be obtained as required by Chapter 19 of the Code of the City of Wichita.

(1) Any person who installs any alarm devices for which a permit and inspection are required without first obtaining a permit shall pay a special permit fee of double the amount of the permit issuance as listed below.

(2) Where extra inspections are made because of faulty construction or failure to make necessary repairs, a fee established by the Superintendent of Central Inspection to cover the administrative costs may be charged for each inspection.

Permit Fee Schedule		
0 – 10	Devices	$50.00
11 – 25	Devices	$90.00
26 – 100	Devices	$140.00
101 – 200	Devices	$200.00
201 – 400	Devices	$350.00
401 – 600	Devices	$525.00
Over 600	Devices	$525.00 plus $50 for each additional 100 devices or fraction thereof

(3) Every permit issued by Central Inspection under the provisions of this code shall expire by limitation and become null and void if the work authorized by the permit is not commenced within one hundred eighty days (180) from the date of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced, for a period of one hundred

eighty days (180), or one hundred eighty days (180) has expired since an inspection, as required by Chapter 19 of the code of the City of Wichita was requested and such inspection was approved by the building authority.

SECTION 6. Section 3.40.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**License application--Form and content.** Any person wanting to obtain a license to operate an alarm business in the ~~c~~City shall make application on a form provided therefore to the ~~c~~City ~~t~~Treasurer. Said application shall be verified, accompanied by the required application fee and contain ~~as~~ at a minimum the following information:

(1) Date of application;

(2) Name, address and telephone number of the business and type of business organization (individual, partnership or corporation). If an individual, the name, date of birth, race, sex, address and telephone number; if a partnership, the names, dates of birth, race, sex, addresses and telephone numbers of all partners; if a corporation, the names, dates of birth, race, sex, addresses and telephone numbers of the officers and the state of incorporation;

(3) ~~If the business is located outside Sedgwick County, the n~~Name, address and telephone number of the person ~~located within Sedgwick County~~ certified, as required by Section 3.40.035, who is responsible for repair and maintenance of the alarm systems;

(4) A list of all felony convictions of any person required to be named on the application;

(5) A statement that service for the alarm systems leased or installed by the alarm business will be offered on a twenty-four hour, seven-day-a-week basis;

(6) A statement that the applicant and all agents, representatives and employees of the applicant will, at all times, comply with all the laws of the United States and state, ordinances of the city and resolutions of Sedgwick County in the operation of the alarm business;

(7) A copy of such person's certification as required by ~~subsection (b) of Section 3.40.038~~ Section 3.40.035 if such person is also engaged in the business of or engages in the altering, installing, maintaining, repairing or servicing alarm ~~or fire alarm~~ systems. For purposes of this subsection, a license may be issued to any firm, co-partnership or corporation of which at least one active member or officer who devotes full-time to the firm, co-partnership or corporation has received such certification~~.~~;

(8) A statement certifying that the alarm business has provided to the Alarm Administrator or his or her designee a complete and current customer list in a format acceptable to the Alarm Administrator or a designated representative;

(9) Proof of general liability insurance coverage. Such insurance policy shall be written with an insurance company licensed to

do business in the state and shall have minimum limits of coverage of three hundred thousand dollars ($300,000.00) per occurrence. ”

SECTION 7. Section 3.40.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“**License fee. (**a) Each application for an alarm business license, whether new application, renewal, or as a result of revocation shall be accompanied by an annual fee of one hundred dollars. ~~which~~ Such fee shall not be refundable.

(b) ~~Further,~~ ~~e~~Each applicant providing monitoring services shall, in addition to the payment of the above fees, submit payment of all outstanding administrative penalties which may be due under the terms of this chapter at the same time as the license application as a requirement of completing the application process.”

SECTION 8. Section 3.40.060 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“**Investigation of application--Issuance of license--Posting license--License nontransferable--Term--Renewal.**

(a) Upon receipt of an application for an alarm business license and payment of the required fees, the ~~c~~City ~~t~~Treasurer shall refer the application to the ~~c~~Chief of ~~p~~Police, Fire Chief and Superintendent of Central Inspection for investigation and recommendation regarding issuance of the license. Approval shall be recommended so long as the application is satisfactorily completed and

no owner, manager, partner, director or officer of the business has ever been convicted of a felony.

(b) No application shall be approved if the applicant, in the last two years, has violated the terms and conditions of this chapter.

(c) No license shall be issued if the alarm business owes licensing fees or administrative penalties to the City of Wichita.

~~(b)~~ (d) Upon favorable recommendation of the ~~c~~Chief of ~~p~~Police, Fire Chief and Office of Central Inspection, the ~~c~~City ~~t~~Treasurer shall issue the applicant an alarm business license ~~on such form as the cCity tTreasurer shall determine~~. The issued license shall be displayed and available for inspection on the business premises of the licensee.

~~(c)~~ (e) No license issued under this chapter shall be transferable, and any such licenses shall be issued for a period of one year from date of issuance. Renewal of such license shall be accomplished in the same manner as issuance of the initial license.

(f) No license shall be issued unless the alarm business has provided to the alarm administrator, at the time of the license application, a complete and current customer list in a format acceptable to the Alarm Administrator or a designated representative.

(g) No license shall be issued if proof of liability insurance as required by Section 3.40.040 is not submitted with the application.

(h) For the purposes of this section, the filing of charges or a conviction in a court of law is not required to establish that a licensee or applicant has

violated the terms and conditions of this chapter. A certified copy of conviction from any local or state court for such violation is *prima facia* evidence of a violation. A conviction shall include being placed on diversion or being adjudged guilty upon entering a plea of no contest."

SECTION 9. Section 3.40.061 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"R**evocation of license--Notice of hearing.** Any license issued under this chapter may be suspended for a period not to exceed thirty days or be revoked by the Chief of Police or Superintendent of Central Inspection after five days' written notice, if the licensee (1) has failed to pay the annual license fee, (2) violated any provision of this chapter, (3) becomes ineligible for a license because of any of the provisions of this chapter, or (4) said licensee has given a false statement as to a material fact submitted to the City Treasurer during the application process."

SECTION 10. Section 3.40.063 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"Appeal Procedure. (a) Any applicant or licensee aggrieved by the denial, suspension, or revocation of an alarm license may file with the City Clerk a written notice of appeal to the City Council within ten (10) business days of the decision by the Chief of Police or his/her designee. The Notice of Appeal shall specify:

(1) the name and address of the appellant;

(2) the date of application;

(3) the date of the denial, suspension, or revocation of the license or application;

(4) the factual basis for the appeal.

(b) Upon receipt of a complete and timely filed Notice of Appeal, the City Clerk shall schedule a hearing before the City Council, no later than thirty days from the date of the filing of the Notice of Appeal with the City Clerk. Any appeal shall stay the suspension, modification or revocation of the license until the matter is heard by the City Council.

(c) The City Council may approve the denial, suspension, or revocation, overrule the denial, suspension, or modify the decision of the Chief of Police. The decision of the City Council shall be effective immediately.

(d) The Council's decision may be appealed to the Eighteenth Judicial District Court of the State of Kansas pursuant to K.S.A. 60-2101 and any amendments thereto. Any such appeal to the District Court shall not stay the denial, revocation, or suspension of the license by the City Council."

SECTION 11. Section 3.40.065 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Duties and Authority of the Alarm Administrator.** The Alarm Administrator shall:

(a) Establish a procedure for the notification to an Alarm User of a false alarm. The notice shall include the following information:

1. the date and time of law enforcement response to the false alarm; and

2. a statement urging the Alarm User to ensure that the alarm system is properly operated, inspected, and serviced in order to avoid false alarms and resulting fines.

(b) The Alarm Administrator may require a conference with an Alarm User and the alarm installation company and/or servicing company responsible for the repair or monitoring of the alarm system to review the circumstances of each false alarm. For these purposes, the alarm company must have a designated contact on record with the Alarm Administrator.

(c) The Alarm Administrator may create and implement an on-line Alarm User Awareness Class. The Alarm Administrator may request the assistance of alarm associations, alarm companies and law enforcement agencies in developing and implementing the class. The class shall inform alarm users of the problems created by false alarms and teach Alarm Users how to avoid generating false alarms. Providing that the Alarm User does not have outstanding fees owed to the City of Wichita, a passing test score on the on-line test may be used to satisfy fees incurred for one false alarm per registration year. The class must be completed by the Alarm User within thirty (30) days of receiving notification or assessment of a false alarm fee.

(d) The Alarm Administrator shall maintain statistics and records which may be utilized to determine the effectiveness of this code in reducing false alarms. Such records shall include the number of registered alarm systems, the increase or decrease of registered alarm

systems from the previous year, the number of false alarms each year, the decrease or increase in the number of false alarms and the total of all false alarm fees assessed and the amount of false alarm fees collected each year."

SECTION 12. Section 3.40.070 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Required operational practices.** Each alarm business licensed under this chapter will conduct its operations in compliance with the following standards and practices:

~~(1) If an alarm system or any of its component parts operates at fifty or more volts, the installation must be in accordance with Title 19 of this Code.~~

~~(2) Fire alarm systems must be installed in accordance with the provisions of Titles 15, 18 and 19 of this Code.~~

~~(3)~~ (a) When an alarm business leases or installs an alarm system, it shall offer service either directly or through an agent for that alarm system on a twenty-four hour, seven-day-a-week basis for the purposes of repairing or servicing the system to correct any malfunctions which may occur. This information shall be provided in writing at the time of the lease or installation. The alarm business shall have a person ~~located within Sedgwick County~~ certified, pursuant to Section 3.40.035, who is responsible for repair and maintenance of the alarm system.

~~(4)~~ (b) When an alarm business leases or installs an alarm system, the ~~a~~Alarm ~~u~~User shall be provided written instructions on how to operate the system

and any user maintenance which may be required. These instructions shall be clear, concise and in language the ~~a~~Alarm ~~u~~User can read and understand.

~~(5)~~ (c) When an alarm business leases or installs an alarm system for which the ~~a~~Alarm ~~u~~User elects to have law enforcement personnel respond, it shall be the responsibility of the alarm business to:

~~(a)~~ (1) Provide the ~~a~~Alarm ~~u~~User, at the time of lease or installation of the alarm system, a written copy of the City of Wichita's false alarm penalties and procedures. ~~The alarm user shall acknowledge the penalty procedures. The alarm business shall forward to the city treasurer a copy of these procedures signed by the alarm user acknowledging that such user understands how to operate the alarm system and the billing system for false alarms as set forth in Section 3.40.090 of the code to the City of Wichita and any amendments thereto;~~

~~(b)~~ (2) Register each alarm system monitored by the business, prior to commencement of monitoring, with the ~~city~~ ~~treasurer~~ Alarm Administrator or a designated representative.

~~(c)~~ (3) Registration shall be made by use of a form provided by the Alarm Administrator. A twenty-five dollar ($25.00) fee shall be assessed for each registration form.

(d) The registration must be complete and shall include the following information:

(1) The name, complete address and telephone number of the individual or the Alarm User's designated representative

who will be responsible for the proper maintenance and operation of the alarm system;

(2) The classification of the Alarm Site as either residential, commercial or government system;

(3) The date of installation and the name and certificate number issued by the Office of Central Inspection of the individual installing or replacing the system;

(4) For existing alarm systems, the date of conversion or takeover of the alarm system, whichever is applicable and the name and certificate number issued by the Office of Central Inspection for the individual or company performing the alarm takeover or conversion;

(5) Mailing address, if different from the address of the Alarm Site;

(e) ~~Such business shall keep this~~ The registration shall be kept current by notifying the ~~city treasurer~~ Alarm Administrator or a designated representative of the termination of monitoring, discontinuation of use ~~and~~ or changes in ownership of property. If an ~~a~~Alarm ~~u~~User changes service companies, the new provider shall re-register the user with the ~~city treasurer's office~~ Alarm Administrator or a designated representative. ~~Registration shall be accomplished by use of a form provided by the city treasurer. A ten dollar fee shall be assessed for each registration form.~~ Such registration shall be effective for a period of twelve months from the

date of issuance. The ~~city treasurer~~ Alarm Administrator or a designated representative shall have the right to audit the information provided to verify its accuracy;

~~(e)~~ (f) An alarm service company, at the time of a~~n~~ security alarm, shall attempt to contact the alarm user by telephone or other electronic means to verify that the alarm is valid;

~~(d)~~ (g) An alarm service company, when contacting the communication center regarding an alarm, shall provide the alarm user's name, address and permit number.

At the time of licensing or renewal of a license issued pursuant to this chapter, the alarm business shall submit to the Alarm Administrator, or a designated representative, a current and complete customer list in a format acceptable to the Alarm Administrator. Such information shall remain confidential, shall not be released to the public and shall be used to assist in creating tracking and response data by the Alarm Administrator."

SECTION 13. Section 3.40.090 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"~~Response~~ False Alarm Fee. (a) Except as otherwise provided in this chapter, ~~the~~ an Alarm ~~u~~User ~~of an alarm system~~ to which law enforcement personnel or fire personnel are requested to respond to a false alarm, shall be charged a ~~response~~ false alarm fee. ~~of forty dollars per alarm. If such alarm is a duress or holdup alarm, such fee shall be fifty dollars for each residential alarm~~

~~and seventy dollars for each business alarm; provided, however,~~ The Alarm User shall be assessed the following fees for each false alarm:

NUMBER OF ALARMS	**FALSE ALARM FEE – SECURITY ALARMS**	**FALSE ALARM FEE– FIRE ALARM**
1	$0	$0
2	$40	$100
3	~~$80~~ 40	$100
4	~~$160~~ 60	$150
5	~~$320~~ 60	$150
6	~~$600~~ 120	$300
7 – 9	~~$750~~ 200	$500
10th or more	$350	$750

Graduated false alarm fees will be based only on the same type of previous false alarm.

~~n~~No response fee shall be charged:

(1) For the first false alarm, regardless of type, each ~~calendar~~ registration year, provided that the Alarm User, at the time of the false alarm, does not owe outstanding response or administrative fees;

(2) When it is reasonable to assume that the alarm was due to violent conditions of nature including an electrical storm which have been verified by the National Weather Service to have been in the area where the alarm system is located at the time of the activation;

(3) Cable, line or power failure which has been specifically verified by the appropriate utility company serving the alarm location;

(4) For those alarms where the communications center is notified within four minutes of receipt of notification of the alarm that emergency medical, law enforcement or fire personnel are not required;

(5) For those alarms resulting from valid situations requiring an urgent response by law enforcement, fire or emergency medical personnel as verified by a report filed by such personnel; or

(6) For those alarms received by a medical alarm system.

(7) For alarms from governmental building alarm systems.

(b) If an alarm is received by the communications center from an alarm system which has not been registered with the ~~c~~City, as required in Section 3.40.070, an administrative penalty of one hundred fifty dollars shall be assessed against the alarm business for having failed to register the system. Such penalty shall be in addition to the false alarm charges assessed to the alarm user. Both the alarm user and alarm business shall be notified in writing that the alarm business is not in compliance with the city's ordinances.

(c) If an alarm is received by the communications center from an alarm system which registration has expired, an administrative penalty of one hundred fifty dollars shall be assessed against the Alarm User for having failed to renew the registration of the system as required by Section 3.40.115. Such penalty shall be in addition to the false alarm charges assessed to the Alarm User.

~~(c)~~ (d) Should a disagreement arise over whether any particular ~~response~~ false alarm fee or administrative penalty should be assessed, the facts surrounding the circumstances of the alarm activation shall, within thirty days of the date of the first invoice for the alarm, be presented in writing by the ~~a~~Alarm ~~u~~User or alarm business along with a ten-dollar administrative fee to the ~~a~~Alarm ~~a~~Administrator. The ~~a~~Alarm ~~a~~Administrator shall promptly forward the written

fee dispute to the ~~c~~Chief of ~~p~~Police or for fire alarms, the Chief of the Wichita Fire Department. The ~~c~~Chief of ~~p~~Police or the Fire Chief shall, after consideration of all the information presented, determine whether a ~~response~~ false alarm fee should be assessed. In the event of determination that no ~~response~~ false alarm fee should be assessed, the ten-dollar administrative fee shall be refunded to the ~~a~~Alarm ~~u~~User or alarm business.

~~(d)~~ (e) If disagreement still exists after consideration by the ~~c~~Chief of ~~p~~Police or the Fire Chief, the facts surrounding the alarm activation shall be presented to the ~~c~~City ~~m~~Manager who shall, after consideration of all the information presented, determine whether a ~~response~~ false alarm fee should be assessed. All such disagreements must be presented in writing by the ~~a~~Alarm ~~u~~User or alarm business to the ~~c~~City ~~m~~Manager within thirty days after the date of notification of the ~~c~~Chief of ~~p~~Police's or Fire Chief's determination ~~under subsection (b) of this section~~ that a ~~response~~ false alarm fee is due as a result of the particular alarm being questioned; otherwise the determination ~~by the alarm administrator~~ that the fee is due shall be deemed correct.

~~(e)~~ (f) In making the determinations required by subsections ~~(c)~~ (d) and ~~(d)~~ (e) of this section, the ~~c~~Chief of ~~p~~Police, Fire Chief ~~and~~ or the ~~c~~City ~~m~~Manager shall give consideration to the following, if presented, in addition to all other information presented:

(1) The purpose of this chapter as expressed in Section 3.40.010 of this Code;

(2) The ~~a~~Alarm ~~u~~User's history of valid and false alarms;

(3) Violent conditions of nature, including electrical storms, existing at the time of the activation;

(4) Other circumstances not reasonably subject to control by the alarm user or alarm business;

(5) Information from utility companies concerning cable, line or power failures or problems;

(6) Information from law enforcement, fire or emergency medical personnel who responded to the alarm activation; and

(7) The presence or absence of any direct or indirect evidence that a situation requiring an urgent response existed at the time of the alarm activation.

(g) The ~~response~~ false alarm fee or administrative penalty under this section shall be due and payable ~~in the office of the city treasurer~~ to the Alarm Administrator or a designated representative within thirty days after receipt of notification that such fee is due. Further, ~~in the event~~ if the fee is not paid within sixty days of such notification, a late fee in the amount of ten dollars per alarm call shall be added to the amount due. An additional late fee of ten dollars will be assessed on each ~~response~~ false alarm fee or administrative penalty which remains unpaid ninety days following notification. After ninety days, following notice to the alarm user, the account may be turned over for collection. The City Attorney is authorized to use any legal means to recover the administrative penalties and fees assessed by this chapter.

The ~~a~~Alarm ~~u~~User and any alarm servicing company will be notified by certified mail that the communication center will not respond to further alarms from the system unless the delinquent fee and late charges are paid."

SECTION 14. Section 3.40.100 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Direct connection prohibited--Exceptions--Annual fee--Response fee.

~~(a)~~ All direct connections, direct-dials, or automatic-dialing devices of alarm systems to the communications center shall be prohibited except governmental building alarm systems. ~~and those contemplated by Parts 21, 216, 326 and 563a of Title 12 of the Code of Federal Regulations. For each such direct connection permitted by this section, except governmental building alarm systems, a nonrefundable fee of five hundred dollars for each main location of the facilities covered above, two hundred fifty dollars for each branch location, and two hundred dollars for each automatic teller machine (ATM) each twelve months shall be due and payable by the alarm system user to the city treasurer prior to the start of the twelve-month period in which the direct connection is to be maintained. Failure to pay the required annual fee shall be reason for termination of the direct connection.~~

~~(b) Except as otherwise provided in this chapter, the user of an alarm system that transmits an alarm to which emergency medical, law enforcement or fire personnel are requested to respond shall be charged a response fee of forty dollars per alarm; provided, however, no such response fee shall be made:~~

~~(1) For alarms from governmental building alarm systems;~~

~~(2) When it is reasonable to assume that the alarm was due to violent conditions of nature including an electrical storm which have been verified by the National Weather Service to have been in the area where the alarm system is located at the time of the activation;~~

~~(3) Cable, line or power failure which has been specifically verified by the appropriate utility company serving an alarm location;~~

~~(4) For those alarms where the communications center is notified within four minutes of receipt of the notification of the alarm that emergency medical, law enforcement or fire personnel are not required; or~~

~~(5) For those alarms resulting from valid situations requiring an urgent response by law enforcement, fire or emergency medical personnel as verified by a report filed by such personnel.~~

~~(c) Should a disagreement arise over whether any particular response fee should be assessed, the disagreement shall be resolved by the procedure provided in subsections (b), (c) and (d) of Section 3.40.090.~~

~~The response fee under this section shall be due and payable in the office of the city treasurer within thirty days after receipt of notification that such fee is due. Further, in the event the fee is not paid within sixty days of such notification, a late fee in the amount of ten dollars shall be added to the amount due. An additional late fee of ten dollars will be assessed on each response fee which remains unpaid ninety days following notification. After ninety days, following notice to the alarm user, the account may be turned over for collection.~~

~~The alarm user and any monitoring alarm company will be notified by certified mail that the communications center will not respond to further alarms from the system until the delinquent fee and late charge are paid.~~"

SECTION 15. Section 3.40.115 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Annual Registration Renewal by Alarm User.** (a) Following the initial twelve-month period of the alarm registration by the alarm company, it shall be the responsibility of the Alarm User to annually register the alarm with the Alarm Administrator.

(b) The Alarm Administrator shall notify the Alarm User of the necessity to renew the alarm registration.

(c) Alarm registrations shall expire one year after the date of issuance.

(d) A twenty-five dollar fee shall be assessed for each registration. No fee, however, shall be required for registration of medical alarm systems.

(e) On the renewal form provided by the Alarm Administrator, the Alarm User shall verify that all contact and monitoring information on file with the Alarm Administrator is correct. The Alarm User shall update all contact and monitoring information as is necessary.

(f) It is unlawful for any Alarm User or the owner of any premises with an alarm system to operate or use an alarm system or allow operation or use of an alarm without the alarm being registered. Pursuant to Section 3.40.090(c), an administrative penalty of one hundred fifty dollars ($150.00) shall be assessed

against the Alarm User for failure to renew the registration of the system after being notified by the Alarm Administrator of the need to re-register the alarm."

SECTION 16. Section 3.40.118 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Duties of Alarm Users.** It shall be the responsibility of the Alarm User to:

(a) Annually register their alarm system with the Alarm Administrator;

(b) Maintain the premises and alarm system in a manner that will reduce or eliminate false alarms;

(c) Respond or cause a representative to respond to the alarm system's location within thirty (30) minutes upon notification of the need to deactivate a malfunctioning alarm system, to provide the right of entry to the premises or to provide alternative security for the premises;

(d) Ensure that an alarm is not manually activated by the Alarm User or any other person for any reason other than an occurrence of an event that the alarm system was intended to report;

(e) Notify the Alarm Administrator if there is a change of address or ownership of a business or residence or if there is updated information."

SECTION 17. Section 3.40.135 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Penalty. Except as otherwise provided for by this chapter, ~~E~~every person who violates any of the provisions of this chapter shall be guilty of a

misdemeanor and shall be punished by a fine of not more than five hundred dollars. Each day any violation of this chapter continues shall constitute a separate offense."

SECTION 18. Section 3.40.145 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Government Immunity.** Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration, the Alarm User acknowledges that the Wichita Police Department response may be influenced by factors such as: the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history."

SECTION 19. Section 19.08.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Electricians' certificates--Contractor's license--Revocation.**

(a) The ~~b~~Board of ~~e~~Electrical ~~a~~Appeals is authorized to cancel, suspend and ~~recall~~ revoke the certificate of any master electrician, journeyman electrician, certified alarm installer, or residential wireman electrician for any or all of the following reasons:

(1) Committing of any act in violation of any provisions of this code or any other ordinance of the city, or the refusal or failure to comply with any lawful and reasonable order of the code official or inspector;

(2) Misrepresentation of a material fact by the applicant in obtaining a certificate;

(3) Carelessness or negligence in providing reasonable safety measures for the protection of the public.

(b) The ~~b~~Board of ~~e~~Electrical ~~a~~Appeals is authorized to cancel and recall the license of any electrical contractor or alarm contractor for any or all of the following reasons:

(1) Abandonment of any contract without legal cause;

(2) Diversion of funds or property received for performance or completion of a specific contract for a specified purpose, in the performance or completion of any contract, and application or use for any other contract, obligation or purpose, or the failure, negligence or refusal to use such finds or property for the performance or completion of said contract;

(3) Committing of any act in violation of any provisions of this code or any other ordinance of the city, or the refusal or failure to comply with any lawful and reasonable order of the code official or inspector;

(4) Misrepresentation of a material fact by the applicant in obtaining a license;

(5) Failure of any contractor to fully certify all claims for labor and material used in the performance of any work for which he has been engaged or for which he has been paid;

(6) Use of any license to obtain a permit for another as set forth in Section 19.08.120 of this code;

(7) Carelessness or negligence in providing reasonable safety measures for the protection of workmen and the public;

(8) Failure to obtain permits as required in Section 19.08.150 of this title;

(9) Unreasonable delay in the performance and carrying out of any contract;

(10) Failure by the licensee, if a firm, co partnership or corporation, to have at least one active member or officer who has qualified as and has a master's certificate as provided in Section 19.08.070 of this code.

(11) Failure to have the required supervision for apprentice electrician or helper as set forth in Section 19.08.015 of this code;

(12) That the license holder is in arrears on payment of electrical permit and/or re-inspection fees.

<u>(13) Misrepresentation of a material fact by a certificate holder on an alarm registration as required by Chapter 3.40 of the Code of the City of Wichita;</u>

(14) Allowing a non-certified individual to utilize certification or certification number for the purposes of completing an alarm registration as required by Chapter 3.40 of the Code of the City of Wichita.

(c) Upon presentation by the code official to the ~~b~~Board of ~~e~~Electrical ~~a~~Appeals of charges against any holder of any certificate, as set forth in this section, the ~~b~~Board of ~~e~~Electrical ~~a~~Appeals shall fix a time and place for a meeting to consider such charges and shall notify the holder of such certificate to be present at such meeting. Such notification shall be in writing and shall be presented to the holder at least five days in advance of the meeting. If upon full hearing of all evidence by the ~~b~~Board of ~~e~~Electrical ~~a~~Appeals it shall be decided that such holder of a certificate has been guilty of any of the actions as hereinbefore set forth in this section, then the board shall have the power to place on probation for a specified time period, temporarily suspend or permanently revoke the license or certificate of the holder thereof.

(d) When a certificate of a person has been revoked, a new certificate shall not be granted until he shall have corrected the violation in accordance with this code or any ordinance of the city and shall have made application and have passed an examination as required for the original certificate."

SECTION 20. The originals of Sections 3.40.020, 3.40.030, 3.40.035, 3.40.040, 3.40.050, 3.40.060, 3.40.070, 3.40.090, 3.40.100, 3.40.105, 3.40.135 and 19.08.050 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 21. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective August1, 2010.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on June 18, 2010

05/21/2010

ORDINANCE NO. 48-753

AN ORDINANCE AMENDING SECTIONS 3.40.020, 3.40.030, 3.40.035, 3.40.040, 3.40.050, 3.40.060, 3.40.070, 3.40.090, 3.40.100 AND 3.40.135, CREATING SECTIONS 3.40.038, 3.40.061, 3.40.063, 3.40.065, 3.40.115, 3.40.118 AND 3.40.145 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO ALARM SYSTEMS, AMENDING SECTION 19.08.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO ELECTRICIANS' CERTIFICATES, PERMITS AND LICENSES AND REPEALING THE ORIGINALS OF SECTIONS 3.40.020, 3.40.030, 3.40.035, 3.40.040, 3.40.050, 3.40.060, 3.40.070, 3.40.090, 3.40.100, 3.40.105, 3.40.135 AND 19.08.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

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

"SECTION 1. Section 3.40.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Definitions.** As used in this chapter, the following words shall have the following meanings:

(a) 'Alarm Administrator' means the person designated by the Chief of Police to administer the provisions of this chapter, and monitor, control and review alarm response procedures and alarm business activities.

(b) 'Alarm Business' means any individual, partnership, corporation or other entity which has as one of its principal business purposes the altering, installing, leasing, selling, maintaining, repairing or servicing an alarm system or fire alarm system or which causes any of these activities to take place. Such term

shall also include alarm servicing companies who engage in the activity of monitoring alarm systems.

(c) 'Alarm Servicing Company' means the person who shall be responsible for determining that an alarm system has been activated and notifying the communications center of the alarm activation and the need of an emergency response by law enforcement, fire or emergency medical personnel.

(d) 'Alarm System' means an assembly of equipment, devices or a single device arranged to signal the presence of a hazard requiring urgent attention and to which law enforcement, fire or emergency medical personnel are expected to respond. The following devices shall not constitute an alarm system: 1. smoke alarms; 2. other alarms designated to merely give internal on-premises notification of an alarm condition; 3. alarm devices affixed to motor vehicles; 4. hand-held personal safety devices not connected to a central monitoring system or station; 5. security alarm systems which are not monitored by an alarm servicing company.

(e) 'Automatic Dialing Device' means an alarm system which automatically sends over regular telephone lines, by direct dialing or otherwise, a prerecorded voice message or coded signal indicating the existence of the emergency situation the alarm system is designed to detect.

(f) 'Board' means the Board of Electrical Appeals.

(g) 'Certified Alarm Installer' means an individual who holds a certificate issued by the City of Wichita, evidencing such person to be qualified to

install, service, maintain, repair and replace residential and commercial alarm systems.

(h) 'Chief of Police' means the Chief of Police of the city or a designated representative.

(i) 'City' means the City of Wichita, Kansas.

(j) 'City Manager' means the City Manager of the city or a designated representative.

(k) 'City Treasurer' means the City Treasurer of the city or a designated representative.

(l) 'Communications Center' means the Sedgwick County Department of Emergency Communications.

(m) 'Direct Connect' means an alarm system which has the capability of transmission and reception of alarm system signals directly to the communications center.

(n) 'Director of Emergency Communications' means the Director of the Sedgwick County Department of Emergency Communications or a designated representative.

(o) 'Emergency Medical Personnel' means employees of the Sedgwick County Emergency Medical Service.

(p) 'False Alarm' means: 1) the activation of an alarm system in the City resulting in an urgent response by law enforcement, fire or emergency medical personnel when a situation requiring an urgent response does not, in fact,

exist at the time of activation of the alarm; or 2) an alarm system designed to be used to report a robbery or holdup, when used for any other purpose.

A false alarm may be the result of, but not limited to, mechanical or electronic failure, malfunction, improper installation, improper adjustment, accidental tripping, misoperation, misuse, defect or negligence of a person

An alarm signal ~~is~~ caused by violent conditions of nature or other circumstances not reasonably subject to control by the alarm user or alarm business shall not be deemed a false alarm for the purposes of this chapter.

(q) 'Fire Alarm' means an alarm to which fire personnel have been requested to be dispatched to respond.

(r) 'Fire Alarm System' means an alarm system designed to signal the presence of a hazard requiring urgent attention and to which fire personnel are expected to respond.

(s) 'Fire Personnel' means employees of the Wichita Fire Department.

(t) 'Governmental Building Alarm System' means any alarm system installed in any location owned or used by the United States government, the state and its political subdivisions, the City of Wichita or any agencies thereof.

(u) 'Law Enforcement Personnel' means any person vested by law with a duty to maintain public order or to make arrests for violations of the laws of the state or ordinances of the city and includes regular and reserve personnel of the Wichita Police Department.

(v) ‘Medical Alarm System’ means an alarm system designed to signal the presence of a hazard requiring urgent attention and to which emergency medical personnel are expected to respond.

(w) ‘Multiple Alarm System’ means any of the following:

a. Separate structures each having their own alarm system which are located at the same street address and are owned by the same person or business; or

b. A single structure which has more than one alarm business monitoring alarms within the structure.

(x) ‘Person’ means any person, firm, partnership, association, corporation, company or organization of any kind.

(y) ‘Security Alarm’ means an alarm to which law enforcement personnel have been requested to be dispatched to respond.

(z) ‘Security Alarm System’ means an alarm system designed to signal the presence of a hazard requiring urgent attention and to which law enforcement personnel are expected to respond.

(aa) ‘Alarm User’ means any person who has a functioning alarm system on premises under the person's control.

(bb) ‘Fire Chief’ means the Chief of the Wichita Fire Department or a designated representative.

(cc) ‘Alarm Site’ means a single fixed premises or location served by an alarm system or systems. Each unit, if served by a separate alarm system in a multi-unit building or complex, shall be considered a separate alarm site.

(dd) 'ANSI/SIA Control Panel Standard CP-1' means the ANSI – American National Standard Institute approved security industry association – SIA CP-1 Control Panel Standard, as may be updated from time to time, that details recommended design features for security system control panels and their associated arming and disarming devices to reduce the incidence of false alarms. Control panels built and tested to this standard or any subsequent standard established by Underwriters Laboratory (UL), or other nationally recognized testing organizations, will be marked to state: 'Design evaluated in accordance with SIA CP-1 Control Panel Standard Features for False Alarm Reduction."

SECTION 2. Section 3.40.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**License required.** (a) It is unlawful for any person to engage in the operation of an alarm business within the City without having first obtained a license to operate such a business from the City Treasurer.

(b) Any person who violates the provisions of this section shall be guilty of a misdemeanor and shall be punished by a fine of not more than five hundred dollars ($500.00) or imprisonment of a term not to exceed six months or by both such fine and imprisonment."

SECTION 3. Section 3.40.035 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Certifications--Persons engaged in installation or repair of alarm systems.

(a) It is unlawful for any person to engage in the altering, installing, maintaining, repairing or servicing of an alarm system within the city limits, or

causing the same to take place without having been certified for the particular classification of system involved.

(b) Any person desiring to engage in or work in the business of installing, repairing or altering alarm systems shall make application to the Office of Central Inspection for a certificate.

(c) A security alarm certificate issued to an individual wishing to engage in the business of or perform the act of installing, repairing or replacing security alarm systems shall authorize such individual to engage in such activities.

(d) No certificate shall be issued to any individual to install security systems who is not certified by the Kansas Electronic Security Alliance, Electronic Security Association, or other national testing agency with a test designed specifically for alarms.

(e) A fire alarm certificate issued to an individual wishing to engage in the business of or perform the act of installing, repairing or replacing fire alarm shall authorize such individual to engage in such activities.

(f) No certificate shall be issued to any individual to install, repair or replace fire alarm systems who is not certified by the National Institute for Certification in Engineering Technologies (NICET II, III or IV) or the International Municipal Signal Association (IMSA I or II).

(g) The fee for certificates shall be established by the Superintendent of the Office of Central Inspection to cover the administrative costs of issuing such certificates. All such certificates shall be renewed bi-annually upon payment of a fee established by the Superintendent of the Office of Central Inspection to

cover the administrative costs of issuing such certificates. All certificates expire on the thirty-first day of December of each odd-numbered year and no reduction shall be made for part of the year being elapsed. Certificates which have not been renewed by March 1st after their expiration, may be subject to appearance before the Board prior to reissuance of a certificate.

(h) The Board of Electrical Appeals is authorized to cancel, suspend and/or revoke the certificate of any alarm installer issued by the Office of Central Inspection"

SECTION 4. Section 3.40.038 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

Apprentice and/or helper: An apprentice or helper shall be permitted to perform the act of installing, repairing or replacing any alarm system within the city when he or she is on the job site with and under the direct supervision of an alarm technician certified by Section 3.40.035. Both individuals must be employed by a licensed alarm contractor. If an apprentice or helper works without the required supervision, both the alarm contractor and the apprentice/helper shall be guilty of this offense.

SECTION 5. Section 3.40.048 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"Installation Requirements: (a) All alarm systems or any of its component parts shall be installed in accordance with Title 19 of this code.

(b) Fire alarm systems shall be installed in accordance with the provisions of Titles 15, 18 and 19 of this Code.

(c) Upon enactment of this ordinance, alarm installation companies shall use only ANSI/SIA CP-01 listed alarm control panels on new installations, panel replacements or upgrades of security alarm systems.

(d) It is unlawful for any person to install or replace a fire alarm system unless a permit has been issued for such work. Permits and inspection shall be obtained as required by Chapter 19 of the Code of the City of Wichita.

(1) Any person who installs any alarm devices for which a permit and inspection are required without first obtaining a permit shall pay a special permit fee of double the amount of the permit issuance as listed above.

(2) Where extra inspections are made because of faulty construction or failure to make necessary repairs, a fee established by the Superintendent of

Permit Fee Schedule		
0 – 10	Devices	$50.00
11 – 25	Devices	$90.00
26 – 100	Devices	$140.00
101 – 200	Devices	$200.00
201 – 400	Devices	$350.00
401 – 600	Devices	$525.00
Over 600	Devices	$525.00 plus $50 for each additional 100 devices or fraction thereof

(3) Central Inspection to cover the administrative costs may be charged for each inspection.

(4) Every permit issued by Central Inspection under the provisions of this code shall expire by limitation and become null and void if the work authorized by the permit is not commenced within one hundred eighty days (180) from the date of such permit, or if the work authorized by such permit is suspended or

abandoned at any time after the work is commenced, for a period of one hundred eighty days (180), or one hundred eighty days (180) has expired since an inspection, as required by Chapter 19 of the code of the City of Wichita was requested and such inspection was approved by the building authority.

SECTION 6. Section 3.40.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**License application--Form and content.** Any person wanting to obtain a license to operate an alarm business in the City shall make application on a form provided therefore to the City Treasurer. Said application shall be verified, accompanied by the required application fee and contain at a minimum the following information:

(1) Date of application;

(2) Name, address and telephone number of the business and type of business organization (individual, partnership or corporation). If an individual, the name, date of birth, race, sex, address and telephone number; if a partnership, the names, dates of birth, race, sex, addresses and telephone numbers of all partners; if a corporation, the names, dates of birth, race, sex, addresses and telephone numbers of the officers and the state of incorporation;

(3) Name, address and telephone number of the person certified, as required by Section 3.40.035, who is responsible for repair and maintenance of the alarm systems;

(4) A list of all felony convictions of any person required to be named on the application;

(5) A statement that service for the alarm systems leased or installed by the alarm business will be offered on a twenty-four hour, seven-day-a-week basis;

(6) A statement that the applicant and all agents, representatives and employees of the applicant will, at all times, comply with all the laws of the United States and state, ordinances of the city and resolutions of Sedgwick County in the operation of the alarm business;

(7) A copy of such person's certification as required by Section 3.40.035 if such person is also engaged in the business of or engages in the altering, installing, maintaining, repairing or servicing alarm systems. For purposes of this subsection, a license may be issued to any firm, co-partnership or corporation of which at least one active member or officer who devotes full-time to the firm, co-partnership or corporation has received such certification;

(8) A statement certifying that the alarm business has provided to the Alarm Administrator or his or her designee a complete and current customer list in a format acceptable to the Alarm Administrator or a designated representative;

(9) Proof of general liability insurance coverage. Such insurance policy shall be written with an insurance company licensed to

do business in the state and shall have minimum limits of coverage of three hundred thousand dollars ($300,000.00) per occurrence. ”

SECTION 7. Section 3.40.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“**License fee. (**a) Each application for an alarm business license, whether new application, renewal, or as a result of revocation shall be accompanied by an annual fee of one hundred dollars. Such fee shall not be refundable.

(b) Each applicant providing monitoring services shall, in addition to the payment of the above fees, submit payment of all outstanding administrative penalties which may be due under the terms of this chapter at the same time as the license application as a requirement of completing the application process.”

SECTION 8. Section 3.40.060 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“**Investigation of application--Issuance of license--Posting license--License nontransferable--Term--Renewal.**

(a) Upon receipt of an application for an alarm business license and payment of the required fees, the City Treasurer shall refer the application to the Chief of Police, Fire Chief and Superintendent of Central Inspection for investigation and recommendation regarding issuance of the license. Approval shall be recommended so long as the application is satisfactorily completed and no owner, manager, partner, director or officer of the business has ever been convicted of a felony.

(b) No application shall be approved if the applicant, in the last two years, has violated the terms and conditions of this chapter.

(c) No license shall be issued if the alarm business owes licensing fees or administrative penalties to the City of Wichita.

(d) Upon favorable recommendation of the Chief of Police, Fire Chief and Office of Central Inspection, the City Treasurer shall issue the applicant an alarm business license. The issued license shall be displayed and available for inspection on the business premises of the licensee.

(e) No license issued under this chapter shall be transferable, and any such licenses shall be issued for a period of one year from date of issuance. Renewal of such license shall be accomplished in the same manner as issuance of the initial license.

(f) No license shall be issued unless the alarm business has provided to the alarm administrator, at the time of the license application, a complete and current customer list in a format acceptable to the Alarm Administrator or a designated representative.

(g) No license shall be issued if proof of liability insurance as required by Section 3.40.040 is not submitted with the application.

(h) For the purposes of this section, the filing of charges or a conviction in a court of law is not required to establish that a licensee or applicant has violated the terms and conditions of this chapter. A certified copy of conviction from any local or state court for such violation is *prima facia* evidence

of a violation. A conviction shall include being placed on diversion or being adjudged guilty upon entering a plea of no contest."

SECTION 9. Section 3.40.061 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"R**evocation of license--Notice of hearing.** Any license issued under this chapter may be suspended for a period not to exceed thirty days or be revoked by the Chief of Police or Superintendent of Central Inspection after five days' written notice, if the licensee (1) has failed to pay the annual license fee, (2) violated any provision of this chapter, (3) becomes ineligible for a license because of any of the provisions of this chapter, or (4) said licensee has given a false statement as to a material fact submitted to the City Treasurer during the application process."

SECTION 10. Section 3.40.063 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"Appeal Procedure. (a) Any applicant or licensee aggrieved by the denial, suspension, or revocation of an alarm license may file with the City Clerk a written notice of appeal to the City Council within ten (10) business days of the decision by the Chief of Police or his/her designee. The Notice of Appeal shall specify:

(1) the name and address of the appellant;

(2) the date of application;

(3) the date of the denial, suspension, or revocation of the license or application;

(4) the factual basis for the appeal.

(b) Upon receipt of a complete and timely filed Notice of Appeal, the City Clerk shall schedule a hearing before the City Council, no later than thirty days from the date of the filing of the Notice of Appeal with the City Clerk. Any appeal shall stay the suspension, modification or revocation of the license until the matter is heard by the City Council.

(c) The City Council may approve the denial, suspension, or revocation, overrule the denial, suspension, or modify the decision of the Chief of Police. The decision of the City Council shall be effective immediately.

(d) The Council's decision may be appealed to the Eighteenth Judicial District Court of the State of Kansas pursuant to K.S.A. 60-2101 and any amendments thereto. Any such appeal to the District Court shall not stay the denial, revocation, or suspension of the license by the City Council."

SECTION 11. Section 3.40.065 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Duties and Authority of the Alarm Administrator.** The Alarm Administrator shall:

(a) Establish a procedure for the notification to an Alarm User of a false alarm. The notice shall include the following information:

1. the date and time of law enforcement response to the false alarm; and

2. a statement urging the Alarm User to ensure that the alarm system is properly operated, inspected, and

serviced in order to avoid false alarms and resulting fines.

(b) The Alarm Administrator may require a conference with an Alarm User and the alarm installation company and/or servicing company responsible for the repair or monitoring of the alarm system to review the circumstances of each false alarm. For these purposes, the alarm company must have a designated contact on record with the Alarm Administrator.

(c) The Alarm Administrator may create and implement an on-line Alarm User Awareness Class. The Alarm Administrator may request the assistance of alarm associations, alarm companies and law enforcement agencies in developing and implementing the class. The class shall inform alarm users of the problems created by false alarms and teach Alarm Users how to avoid generating false alarms. Providing that the Alarm User does not have outstanding fees owed to the City of Wichita, a passing test score on the on-line test may be used to satisfy fees incurred for one false alarm per registration year. The class must be completed by the Alarm User within thirty (30) days of receiving notification or assessment of a false alarm fee.

(d) The Alarm Administrator shall maintain statistics and records which may be utilized to determine the effectiveness of this code in reducing false alarms. Such records shall include the number of registered alarm systems, the increase or decrease of registered alarm systems from the previous year, the number of false alarms each year, the

decrease or increase in the number of false alarms and the total of all false alarm fees assessed and the amount of false alarm fees collected each year."

SECTION 12. Section 3.40.070 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Required operational practices.** Each alarm business licensed under this chapter will conduct its operations in compliance with the following standards and practices:

(a) When an alarm business leases or installs an alarm system, it shall offer service either directly or through an agent for that alarm system on a twenty-four hour, seven-day-a-week basis for the purposes of repairing or servicing the system to correct any malfunctions which may occur. This information shall be provided in writing at the time of the lease or installation. The alarm business shall have a person certified, pursuant to Section 3.40.035, who is responsible for repair and maintenance of the alarm system.

(b) When an alarm business leases or installs an alarm system, the Alarm User shall be provided written instructions on how to operate the system and any user maintenance which may be required. These instructions shall be clear, concise and in language the Alarm User can read and understand.

(c) When an alarm business leases or installs an alarm system for which the Alarm User elects to have law enforcement personnel respond, it shall be the responsibility of the alarm business to:

(1) Provide the Alarm User, at the time of lease or installation of the alarm system, a written copy of the City of Wichita's false alarm penalties and procedures.

(2) Register each alarm system monitored by the business, prior to commencement of monitoring, with the Alarm Administrator or a designated representative.

(3) Registration shall be made by use of a form provided by the Alarm Administrator. A twenty-five dollar ($25.00) fee shall be assessed for each registration form.

(d) The registration must be complete and shall include the following information:

(1) The name, complete address and telephone number of the individual or the Alarm User's designated representative who will be responsible for the proper maintenance and operation of the alarm system;

(2) The classification of the Alarm Site as either residential, commercial or government system;

(3) The date of installation and the name and certificate number issued by the Office of Central Inspection of the individual installing or replacing the system;

(4) For existing alarm systems, the date of conversion or takeover of the alarm system, whichever is applicable and the name and certificate number issued by the Office of Central

Inspection for the individual or company performing the alarm takeover or conversion;

(5) Mailing address, if different from the address of the Alarm Site;

(e) The registration shall be kept current by notifying the Alarm Administrator or a designated representative of the termination of monitoring, discontinuation of use or changes in ownership of property. If an Alarm User changes service companies, the new provider shall re-register the user with the Alarm Administrator or a designated representative. Such registration shall be effective for a period of twelve months from the date of issuance. The Alarm Administrator or a designated representative shall have the right to audit the information provided to verify its accuracy;

(f) An alarm service company, at the time of security alarm, shall attempt to contact the alarm user by telephone or other electronic means to verify that the alarm is valid;

(g) An alarm service company, when contacting the communication center regarding an alarm, shall provide the alarm user's name, address and permit number.

At the time of licensing or renewal of a license issued pursuant to this chapter, the alarm business shall submit to the Alarm Administrator, or a designated representative, a current and complete customer list in a format acceptable to the Alarm Administrator. Such information shall remain

confidential, shall not be released to the public and shall be used to assist in creating tracking and response data by the Alarm Administrator."

SECTION 13. Section 3.40.090 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"False Alarm Fee. (a) Except as otherwise provided in this chapter, an Alarm User to which law enforcement personnel or fire personnel are requested to respond to a false alarm, shall be charged a false alarm fee. The Alarm User shall be assessed the following fees for each false alarm:

NUMBER OF ALARMS	**FALSE ALARM FEE – SECURITY ALARMS**	**FALSE ALARM FEE– FIRE ALARM**
1	$0	$0
2	$40	$100
3	~~$80~~ 40	$100
4	~~$160~~ 60	$150
5	~~$320~~ 60	$150
6	~~$600~~ 120	$300
7 – 9	~~$750~~ 200	$500
10th or more	$350	$750

Graduated false alarm fees will be based only on the same type of previous false alarm.

No response fee shall be charged:

(1) For the first false alarm, regardless of type, each registration year, provided that the Alarm User, at the time of the false alarm, does not owe outstanding response or administrative fees;

(2) When it is reasonable to assume that the alarm was due to violent conditions of nature including an electrical storm which have been

verified by the National Weather Service to have been in the area where the alarm system is located at the time of the activation;

(3) Cable, line or power failure which has been specifically verified by the appropriate utility company serving the alarm location;

(4) For those alarms where the communications center is notified within four minutes of receipt of notification of the alarm that emergency medical, law enforcement or fire personnel are not required;

(5) For those alarms resulting from valid situations requiring an urgent response by law enforcement, fire or emergency medical personnel as verified by a report filed by such personnel; or

(6) For those alarms received by a medical alarm system.

(7) For alarms from governmental building alarm systems.

(b) If an alarm is received by the communications center from an alarm system which has not been registered with the City, as required in Section 3.40.070, an administrative penalty of one hundred fifty dollars shall be assessed against the alarm business for having failed to register the system. Such penalty shall be in addition to the false alarm charges assessed to the alarm user. Both the alarm user and alarm business shall be notified in writing that the alarm business is not in compliance with the city's ordinances.

(c) If an alarm is received by the communications center from an alarm system which registration has expired, an administrative penalty of one hundred fifty dollars shall be assessed against the Alarm User for having failed to

renew the registration of the system as required by Section 3.40.115. Such penalty shall be in addition to the false alarm charges assessed to the Alarm User.

(d) Should a disagreement arise over whether any particular false alarm fee or administrative penalty should be assessed, the facts surrounding the circumstances of the alarm activation shall, within thirty days of the date of the first invoice for the alarm, be presented in writing by the Alarm User or alarm business along with a ten-dollar administrative fee to the Alarm Administrator. The Alarm Administrator shall promptly forward the written fee dispute to the Chief of Police or for fire alarms, the Chief of the Wichita Fire Department. The Chief of Police or the Fire Chief shall, after consideration of all the information presented, determine whether a false alarm fee should be assessed. In the event of determination that no false alarm fee should be assessed, the ten-dollar administrative fee shall be refunded to the Alarm User or alarm business.

(e) If disagreement still exists after consideration by the Chief of Police or the Fire Chief, the facts surrounding the alarm activation shall be presented to the City Manager who shall, after consideration of all the information presented, determine whether a false alarm fee should be assessed. All such disagreements must be presented in writing by the Alarm User or alarm business to the City Manager within thirty days after the date of notification of the Chief of Police's or Fire Chief’s determination that a false alarm fee is due as a result of the particular alarm being questioned; otherwise the determination that the fee is due shall be deemed correct.

(f) In making the determinations required by subsections (d) and (e) of this section, the Chief of Police, Fire Chief or the City Manager shall give consideration to the following, if presented, in addition to all other information presented:

(1) The purpose of this chapter as expressed in Section 3.40.010 of this Code;

(2) The Alarm User's history of valid and false alarms;

(3) Violent conditions of nature, including electrical storms, existing at the time of the activation;

(4) Other circumstances not reasonably subject to control by the alarm user or alarm business;

(5) Information from utility companies concerning cable, line or power failures or problems;

(6) Information from law enforcement, fire or emergency medical personnel who responded to the alarm activation; and

(7) The presence or absence of any direct or indirect evidence that a situation requiring an urgent response existed at the time of the alarm activation.

(g) The false alarm fee or administrative penalty under this section shall be due and payable to the Alarm Administrator or a designated representative within thirty days after receipt of notification that such fee is due. Further, if the fee is not paid within sixty days of such notification, a late fee in the amount of ten dollars per alarm call shall be added to the amount due. An

additional late fee of ten dollars will be assessed on each false alarm fee which remains unpaid ninety days following notification. After ninety days, following notice to the alarm user, the account may be turned over for collection. The City Attorney is authorized to use any legal means to recover the administrative penalties and fees assessed by this chapter.

The Alarm User and any alarm servicing company will be notified by certified mail that the communication center will not respond to further alarms from the system unless the delinquent fee and late charges are paid."

SECTION 14. Section 3.40.100 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Direct connection prohibited--Exceptions--Annual fee--Response fee.

All direct connections, direct-dials, or automatic-dialing devices of alarm systems to the communications center shall be prohibited except governmental building alarm systems.

SECTION 15. Section 3.40.115 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Annual Registration Renewal by Alarm User.** (a) Following the initial twelve-month period of the alarm registration by the alarm company, it shall be the responsibility of the Alarm User to annually register the alarm with the Alarm Administrator.

(b) The Alarm Administrator shall notify the Alarm User of the necessity to renew the alarm registration.

(c) Alarm registrations shall expire one year after the date of issuance.

(d) A twenty-five dollar fee shall be assessed for each registration. No fee, however, shall be required for registration of medical alarm systems.

(e) On the renewal form provided by the Alarm Administrator, the Alarm User shall verify that all contact and monitoring information on file with the Alarm Administrator is correct. The Alarm User shall update all contact and monitoring information as is necessary.

(f) It is unlawful for any Alarm User or the owner of any premises with an alarm system to operate or use an alarm system or allow operation or use of an alarm without the alarm being registered. Pursuant to Section 3.40.090(c), an administrative penalty of one hundred fifty dollars ($150.00) shall be assessed against the Alarm User for failure to renew the registration of the system after being notified by the Alarm Administrator of the need to re-register the alarm."

SECTION 16. Section 3.40.118 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Duties of Alarm Users.** It shall be the responsibility of the Alarm User to:

(a) Annually register their alarm system with the Alarm Administrator;

(b) Maintain the premises and alarm system in a manner that will reduce or eliminate false alarms;

(c) Respond or cause a representative to respond to the alarm system's location within thirty (30) minutes upon notification of the need to deactivate a

malfunctioning alarm system, to provide the right of entry to the premises or to provide alternative security for the premises;

(d) Ensure that an alarm is not manually activated by the Alarm User or any other person for any reason other than an occurrence of an event that the alarm system was intended to report;

(e) Notify the Alarm Administrator if there is a change of address or ownership of a business or residence or if there is updated information."

SECTION 17. Section 3.40.135 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Penalty. Except as otherwise provided for by this chapter, every person who violates any of the provisions of this chapter shall be guilty of a misdemeanor and shall be punished by a fine of not more than five hundred dollars. Each day any violation of this chapter continues shall constitute a separate offense."

SECTION 18. Section 3.40.145 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Government Immunity.** Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration, the Alarm User acknowledges that the Wichita Police Department response may be influenced by factors such as: the availability of police units, priority of calls,

weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history."

SECTION 19. Section 19.08.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"**Electricians' certificates--Contractor's license--Revocation.**

(a) The Board of Electrical Appeals is authorized to cancel, suspend and revoke the certificate of any master electrician, journeyman electrician, certified alarm installer, or residential wireman electrician for any or all of the following reasons:

(1) Committing of any act in violation of any provisions of this code or any other ordinance of the city, or the refusal or failure to comply with any lawful and reasonable order of the code official or inspector;

(2) Misrepresentation of a material fact by the applicant in obtaining a certificate;

(3) Carelessness or negligence in providing reasonable safety measures for the protection of the public.

(b) The Board of Electrical Appeals is authorized to cancel and recall the license of any electrical contractor or alarm contractor for any or all of the following reasons:

(1) Abandonment of any contract without legal cause;

(2) Diversion of funds or property received for performance or completion of a specific contract for a specified purpose, in the performance or completion of any contract, and application or use for any

other contract, obligation or purpose, or the failure, negligence or refusal to use such finds or property for the performance or completion of said contract;

(3) Committing of any act in violation of any provisions of this code or any other ordinance of the city, or the refusal or failure to comply with any lawful and reasonable order of the code official or inspector;

(4) Misrepresentation of a material fact by the applicant in obtaining a license;

(5) Failure of any contractor to fully certify all claims for labor and material used in the performance of any work for which he has been engaged or for which he has been paid;

(6) Use of any license to obtain a permit for another as set forth in Section 19.08.120 of this code;

(7) Carelessness or negligence in providing reasonable safety measures for the protection of workmen and the public;

(8) Failure to obtain permits as required in Section 19.08.150 of this title;

(9) Unreasonable delay in the performance and carrying out of any contract;

(10) Failure by the licensee, if a firm, co partnership or corporation, to have at least one active member or officer who has qualified as and has a master's certificate as provided in Section 19.08.070 of this code.

(11) Failure to have the required supervision for apprentice electrician or helper as set forth in Section 19.08.015 of this code;

(12) That the license holder is in arrears on payment of electrical permit and/or re-inspection fees.

(13) Misrepresentation of a material fact by a certificate holder on an alarm registration as required by Chapter 3.40 of the Code of the City of Wichita;

(14) Allowing a non-certified individual to utilize certification or certification number for the purposes of completing an alarm registration as required by Chapter 3.40 of the Code of the City of Wichita.

(c) Upon presentation by the code official to the Board of Electrical Appeals of charges against any holder of any certificate, as set forth in this section, the Board of Electrical Appeals shall fix a time and place for a meeting to consider such charges and shall notify the holder of such certificate to be present at such meeting. Such notification shall be in writing and shall be presented to the holder at least five days in advance of the meeting. If upon full hearing of all evidence by the Board of Electrical Appeals it shall be decided that such holder of a certificate has been guilty of any of the actions as hereinbefore set forth in this section, then the board shall have the power to place on probation for a specified time period, temporarily suspend or permanently revoke the license or certificate of the holder thereof.

(d) When a certificate of a person has been revoked, a new certificate shall not be granted until he shall have corrected the violation in accordance with this code or any ordinance of the city and shall have made application and have passed an examination as required for the original certificate."

SECTION 20. The originals of Sections 3.40.020, 3.40.030, 3.40.035, 3.40.040, 3.40.050, 3.40.060, 3.40.070, 3.40.090, 3.40.100, 3.40.105, 3.40.135 and 19.08.050 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 21. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective August 1, 2010.

PASSED by the governing body of the City of Wichita, Kansas, this 15th day of June, 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Public Hearing on the Establishment of a Redevelopment District (STAR Bond Financing) for the Bowllagio STAR Bond District (District V)

INITIATED BY: Office of Urban Development

AGENDA: New Business

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

Background: Starting with the Kansas Speedway project in Wyandotte County, the State of Kansas has approved several "Sales Tax and Revenue" (STAR) bonds for special economic development projects located throughout the state. In 2007, STAR bonds were approved for the River District Project in downtown Wichita in the amount of $13,000,000 to finance the Keeper of the Plains Plaza and bridges, riverbank improvements on the east bank of the Arkansas River between Douglas and First Street, and the Waltzing Waters fountain in the WaterWalk project.

On May 4, 2010, the City Council adopted a resolution stating its intent to consider the establishment of a STAR bond district in the area north of West Kellogg on both sides of Maize Road, to be known as the Bowllagio Star Bond Project District, in order to use STAR Bond financing to pay for eligible project costs. The resolution set 9:30 a.m. on June 8, 2010, 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. 265 Board of Education, according to state law.

Analysis: STAR bond financing allows the Kansas Department of Revenue to measure and capture the incremental increase in state and local sales tax revenue collected within an approved STAR bond district and remit a portion of said revenue to the city or county in which the STAR bond district is located, to pay the principal and interest on STAR bonds issued to finance certain eligible costs associated with an approved STAR bond project. Local sales tax revenue pledged to pay STAR bonds is limited to the City's share of the countywide sales tax not previously pledged to pay city bonds. Generally, STAR bonds may be used to finance land acquisition, site work, infrastructure and parking facilities.

The Bowllagio Project is identified by the developer, Jay Maxwell and Maize 54 LLC, as a mixed-use entertainment district that will be unique to the Wichita region and will be nationally recognized, based on the family entertainment anchor, the "Bowllagio." The Bowllagio will offer a unique blend of location-based entertainment with bowling as the primary attraction, coupled with restaurant and bar operations and state-of-the-art gaming attractions. A special feature that is proposed as part of Bowllagio is a world-class training facility which will include instruction for bowlers and that is expected to attract competitive bowlers from around the country, and a museum dedicated to the history of bowling.

The proposed Bowllagio STAR bond district includes approximately 32 acres of property on the northeast corner of Kellogg Drive and Maize Road, generally between Maize Road and the Cowskin Creek, from Kellogg north to the alignment with Hidden Valley Street. The proposed district also includes approximately 8 acres of property on the northwest corner of Kellogg Drive and Maize Road.

Conceptually, the Bowllagio Project has been divided into four overlapping phases. The first phase includes construction of the 91,000 square foot Bowllagio family entertainment center, celebrity chef inspired themed restaurant, and a 110-room boutique hotel, plus the development of an adjacent parking garage with over 40,000 square feet of retail space near the northeast corner of Kellogg Drive and Maize Road. The second phase is planned to include restaurant pad sites on the Kellogg Drive frontage and on Maize Road, plus a second parking garage with 25,000 square feet of retail space, and other entertainment venues. The third phase is planned to include outparcel development of Kellogg frontage west of Maize Road, including restaurants, retail and an 80-room hotel. The final phase is the farthest north on Maize Road and is planned to include restaurants and office buildings along the Cowskin Creek and a third parking garage with over 20,000 square feet of retail space. These plans are conceptual and preliminary.

Prior to establishment of the district, the Secretary of Commerce must make a determination that the district is in an eligible area based on statutory criteria. Following the public hearing and receipt of a determination letter from the Secretary, the City Council may adopt an ordinance establishing the STAR bond district. The Board of County Commissioners and the Board of Education for USD 265 will have 30 days following the closing of the public hearing to determine whether establishment of the district will have an adverse impact on property taxes, effectively precluding the use of STAR bond financing.

Following approval of the district, the next step in the overall process is more involved. Working closely with the developer, a detailed STAR bond project plan and feasibility study is prepared and submitted to the MAPC for a finding that the plan is consistent with the Comprehensive Plan. The project plan must include a "marketing study" that demonstrates that the project will generate at least $50,000,000 in gross sales and will not have a significant negative impact on existing businesses in the projects market area. After MAPC approval, the City Council may set a public hearing and adopt the STAR bond project plan by ordinance, following the same process used to establish the STAR bond area. The STAR bond plan and ordinance are then submitted to the Secretary of Commerce for final approval of the STAR bond project. After the Secretary's approval is received, the project may commence and STAR bonds may be issued up to the amount specified by the Secretary of Commerce.

Financial Considerations: Any STAR bonds issued for this project will be special obligation bonds of the City, payable solely from the incremental sales tax revenue remitted by the Kansas Department of Revenue for payment of the bonds. The City's general obligation credit cannot be pledged to repay STAR bonds. All eligible costs of the City relating to the project will be reimbursed with STAR bond proceeds. Only if the detailed project plan is adopted and approved by the Secretary of Commerce, and the specific improvements authorized by Council action, will the STAR bonds actually be issued.

Staff has had discussions with the Developers concerning their ability to obtain private financing for the project. The Developers are unable to provide loan commitments at this stage in the process; however, they will provide documentation from a bank expressing the bank's confidence that the individuals in the development group have sufficiently high net worth to qualify for bank financing.

Goal Impact: The City Council's goals for Economic Vitality and Affordable Living and Quality of Life are advanced through the use of STAR bonds to partner with developers to create a major commercial, entertainment and tourism site that will bring significant economic value to the City, enhance the satisfaction of residents and improve Wichita's competitive position as a desirable place to live and work.

Legal Considerations: The ordinance establishing the Star bond project district has been reviewed by the City's Law Department and approved as to form. To be an eligible area for STAR bond financing,

under the law, the project must be determined to be a major commercial entertainment and tourism area, requiring a minimum $50,000,000 capital investment and projected gross sales of $50,000,000. The Secretary of Commerce must make a determination that the district is an eligible area prior to final adoption of the Ordinance on second reading by the City Council, which will also make a finding that the district is an eligible area.

Recommendations/Actions: It is recommended that the City Council close the public hearing, place on first reading the ordinance establishing a project district for the Bowllagio STAR Project District and set the second reading of the ordinance for the first City Council meeting following receipt of a determination letter from the Kansas Secretary of Commerce.

Attachments: Ordinance establishing the STAR Bond Project District; District Map and Boundary Description; District Plan.

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Extension of IRB Letter of Intent and Approval of WaterWalk Hotel Development Agreement, Ground Lease and Related Documents (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the extension of the Letter of Intent, Development Agreement, Ground Lease and related documents.

Background: On February 2, 2010, City Council approved a letter of intent for economic development incentives for the benefit of Four-G, LLC to promote the development of a Marriott Fairfield Inn and Suites Hotel as part of the WaterWalk Redevelopment Project, to be located immediately south of the WaterWalk Place at the northwest corner of Main Street and Dewey Avenue in Downtown Wichita. The hotel will be a limited service hotel with approximately 130 rooms (but not less than 115 rooms).

Under the terms of the letter of intent, the City Council has offered to issue industrial revenue bonds (IRBs) in the amount not-to-exceed $12,000,000 and approved a cash contribution to the construction cost of the hotel, in an amount not-to-exceed $2,500,000, financed with general obligation bonds, using transient guest tax revenue from the hotel to retire the bonds. On April 13, 2010, the City Council adopted an amendment to the charter ordinance governing the use of transient guest tax revenue to pay debt service on City bonds to include this project.

In addition, the Letter of Intent offered Four-G, LLC a sales tax exemption on project-related purchases financed with IRBs, a 99-year ground lease of the project site, and the approval of a 2% Community Improvement District (CID) sales tax on all taxable sales at the hotel. Four-G, LLC is planning to acquire the development rights to the project site from WaterWalk LLC in mid-June in order to commence construction activities shortly thereafter, and requests approval of the development agreement, ground lease and related documents and extension of the term of the Letter of Intent.

Analysis: The plan of financing for the WaterWalk Hotel Project calls for funding construction draws with a combination of a bank construction loan and City bed tax funding. When construction is completed in 2011, the construction loan will be refinanced with the issuance of IRBs, which will be purchased by Four-G, LLC or its principal owner Jim Korrock, and pledged to secure a private bank loan. Since the bonds will not be issued until the completion of construction, and the original Letter of Intent will expire on February 2, 2011, an extension of the original term is needed to ensure the sales tax exemption continues. A one-year extension is recommended to allow for unforeseen delays.

In addition, the following documents have been negotiated:

Development Agreement
The attached Development Agreement sets forth the obligations of the Four-G LLC and the City to carry out the development of the WaterWalk Hotel Project, including the City contribution funded by transient guest taxes and the arrangements for CID financing by a special 2% sales tax. Additionally, the Development Agreement sets forth arrangements for the issuance of IRBs and sales tax exemption and the calculation and payment of parking fees.

Ground Lease
The attached Ground Lease incorporates the standard provisions of the WaterWalk master ground lease, but runs directly between the City and Four-G, LLC. The term of the ground lease is 97 years, to take into account the passage of time since the City's most recent WaterWalk ground lease with WAAR.

Subordination Agreement
The attached Subordination Agreement allows Four-G, LLC to pledge its 97-year leasehold interest in the project site as collateral for bank financing and subordinates the City's ownership interest to that of such lender during the remainder of the 97-year term of the ground lease.

Partial Assignment of WaterWalk Development Agreement
The attached agreement between Four-G, LLC and WaterWalk LLC assigns WaterWalks right to develop the project site to Four-G. It includes a provision excluding development of additional hotels in the WaterWalk area for a period of five years. The parties are asking the City to acknowledge the agreement.

Sidewalk Easement
An existing sidewalk from an emergency exit on the south side of the WaterWalk Place Parking Garage, going east from the exit to Main Street, is located on the Hotel project site. The attached easement ensures continued public access to the sidewalk. The City is party to the easement only to the extent of land ownership.

Estoppel Certificate
This document is required by Four-G's lender and states simply that WaterWalk LLC is not currently in default under its development agreement with the City.

Marriott Owner's Agreement
The attached Owner's Agreement requires Marriott to be notified by the parties, including the City, in the event of a default under any agreements relating to the project. It further gives Marriott the right of first refusal to purchase Four-G's franchise rights and assume Four-G's interest in the ground lease in the event of a default.

Financial Considerations: Four-G, LLC agrees to pay all costs of issuing the industrial revenue bonds and agrees to pay the City's $2,500 annual administrative service fee for as long as the bonds are outstanding. Because the project is located within a tax increment financing project area, it is not eligible for a property tax exemption. The project is eligible for sales tax exemption on all bond-financed purchases of taxable personal property, such as construction materials and hotel furnishings and equipment. The total value of the sales tax exemption is estimated to be $328,945.

General obligation bonds paid by transient guest taxes are secured by the full faith and credit of the City. Funds equal to the amount of transient guest taxes generated by the proposed hotel will be transferred from the Convention and Tourism Fund to the Debt Service Fund each year for the term of the bonds issued to finance the City's contribution. To mitigate the risk that debt service requirements on the bonds might exceed that amount of guest taxes actually generated by the hotel, the bond issue will be structured with a "super-sinker" redemption feature in which a portion of the bond principal is called for redemption based on the amount of excess guest tax revenue available. If at the end of the bond term, guest tax revenues are not sufficient to redeem the remaining super sinker bonds, other funds would have to be used, or the term extended through refinancing.

Revenues generated by the use of the WaterWalk Place Parking Garage by hotel guests will be credited to the Debt Service Fund to offset the City's cost of constructing the garage.

Wichita State University's Center for Economic Development and Business Research has conducted a fiscal impact analysis to measure the City's return on its investment in this project. The results of the analysis show the following ratios of benefits-to-costs:

City of Wichita	1.77 to one
City General Fund	1.55 to one
Sedgwick County	54.36 to one
State of Kansas	15.57 to one

Goal Impact: Economic Vitality and Affordable Living; Core Area and Neighborhood. Development of a hotel in the WaterWalk area will provide a major impetus to the success of an anchor for downtown revitalization.

Legal Considerations: The attached documents have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the extension of the Letter of Intent, Development Agreement, Ground Lease and related documents and authorize all necessary signatures.

Attachments: Development Agreement
Ground Lease
Subordination Agreement
Partial Assignment of WaterWalk Development Agreement
Sidewalk Easement
Estoppel Certificate
Marriott Owner's Agreement

WATERWALK GROUND LEASE NO. 4

THIS WATERWALK GROUND LEASE NO. 4, ("Lease") made and entered into at Wichita, Kansas, as of the ____ day of _____, 20____ ("Commencement Date").

BY AND BETWEEN City of Wichita, Kansas,
a Kansas municipality,

"Landlord"

AND Four-G, LLC
a Kansas limited liability company,

"Tenant"

W I T N E S S E T H: That;

WHEREAS, Landlord is the owner of the Premises described herein; and

WHEREAS, Landlord desires to lease the Premises to Tenant and Tenant desires to lease the Premises from Landlord on the terms and conditions set forth in this Lease;

NOW, THEREFORE, in consideration of the Premises and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I

Basic Terms and Definitions

The following basic terms and definitions shall be applicable to the various provisions of this Lease:

Expiration Date. Unless earlier terminated pursuant to the terms hereof, this Lease shall expire at the end of the Term (defined below).

Minimum Rent. The Minimum Rent is set forth in Section 5.01 hereof.

Notices. The addresses for any notices required or permitted hereunder shall be as follows:

a. If to Landlord: c/o City Clerk
455 N. Main, 13th Floor
Wichita, Kansas 67202

b. If to Tenant: Four-G, LLC
9340 E. Central, Suite A
Wichita, Kansas 67206
Attention: James Korroch

With copy to: Adams Jones Law Firm, P.A.
1635 N. Waterfront Parkway, Suite 200
Wichita, Kansas 67206
Attention: Mert Buckley

Premises. The land described on Exhibit A attached hereto and incorporated herein by reference.

Term. The Term of the Lease shall be ninety-seven (97) years.

ARTICLE II

Granting Clause; Demolition; Possession

Section 2.01. Demise. In consideration of the obligation of Tenant to pay all forms of rent and other charges as herein provided and in consideration of the other terms, covenants and conditions hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, the Premises for the Term, all upon the terms and conditions set forth in this Lease, including the restriction that no existing building, nor any building which is constructed or placed upon the Premises, either temporarily or permanently, shall be used for the purpose of housing the operation of any multi-game, casino-style gambling on the Premises.

Section 2.02. Demolition by Landlord. Landlord agrees to complete the demolition of existing improvements on the Premises. Such demolition shall be done in a workmanlike manner in compliance with all applicable laws, rules and regulations, and in such a manner as to cause no disruption to or interference with Tenant's construction activities on the Premises or on adjacent property. Such demolition shall be completed on or before the Commencement Date with the site restored to a level grade, compacted, free of all debris, and in a condition acceptable to Tenant.

Section 2.03 Possession of Premises. Landlord shall deliver, and Tenant shall accept, possession of the Premises in the condition required in Section 2.02 above on the Commencement Date. Landlord represents and warrants that Tenant's possession of the Premises shall be free of any claim of possessory rights by any person or entity except that of Landlord, Tenant or as created by any Approved Title Exception (defined below). Landlord shall have the right to access the property to maintain the adjacent Public Improvements after due notice to the Tenant, provided such maintenance shall not interfere with the conduct of Tenant's business and provided that Landlord shall fully restore Tenant's Premises.

ARTICLE III

Construction of Improvements

Tenant shall construct one or more buildings and related improvements on the Premises ("Tenant Improvements"). Tenant shall not construct on the Premises (i) any structures that are utilized as a "fast food" restaurant that includes a "drive-through" window, (ii) car lots for the sale and/or storage of new or used automobiles, (iii) massage parlors, (iv) escort services, (v) adult cinema, film, video, or toy stores, or (vi) any multi-game, casino-style gambling. Any such construction shall be at Tenant's sole cost and expense, and shall be in accordance with all applicable laws, ordinances, and regulations, including, without limitation, the terms and conditions of the zoning requirements. Tenant shall have the right to demolish, rebuild, remodel, or alter such improvements at any time during the Term of this Lease in Tenant's sole discretion, or to build additional improvements on the Premises, as long as such activities are carried out in compliance with all applicable laws, ordinances, and regulations. Until this Lease shall terminate as provided herein, Tenant shall own in fee simple all such improvements so constructed by Tenant and shall be entitled to all benefits of such ownership, including, without limitation, depreciation under applicable tax laws. Upon termination of this Lease for any reason, fee simple title to all such permanent improvements and fixtures, but not to trade fixtures and personal property, shall immediately vest in Landlord, and Tenant shall execute such deeds or other instruments reasonably required by Landlord to evidence such ownership of record.

ARTICLE IV

Recordable Documents

Section 4.01. Short Form Lease. Upon request of either party, the other shall execute a short form lease or memorandum of lease in proper form for recording, setting forth the Commencement Date and the basic provisions of this Lease, except for the rental payable hereunder or other similar proprietary matters.

Section 4.02. Recordable Documents. Tenant shall have the right to execute and record against its interest in the Premises one or more documents containing covenants, conditions, restrictions, access agreements, use, maintenance, development or architectural control terms, terms related to any owners or occupants association, and any other document or agreement in Tenant's sole discretion, provided that any such document expires prior to or as of the Expiration Date hereof, and that any such document (hereafter each a "**Recordable Document**") cannot permit any property use or any discriminatory term that is prohibited by the Development Agreement Regarding Development Of The East Bank, as amended, between the City of Wichita, Kansas and Riverwalk LLC. Landlord consents and agrees that Tenant may record any Recordable Document without obtaining Landlord's signature thereto, or other approval or consent, and hereby directs the Sedgwick County, Kansas, Register of Deeds to record any Recordable Document upon presentation to such office, provided such Recordable Document is otherwise in recordable form and the proper recording fee is submitted.

ARTICLE V

Rent

Section 5.01. Minimum Rent. Tenant shall pay Landlord a minimum fixed annual rent ("Minimum Rent") of One Dollar ($1) payable in advance on the Commencement Date in one (1) installment covering the Term of this Lease.

Section 5.02. Additional Rent. The Tenant will also pay, without notice, and without abatement, deduction, or setoff, except as otherwise specifically allowed herein, as additional rent, all sums, taxes, assessments, costs, expenses, and other payments which the Tenant in any of the provisions of this Lease assumes or agrees to pay, and, in the event of any nonpayment thereof, the Landlord shall have (in addition to all other rights and remedies) all the rights and remedies provided herein or by law in the case of nonpayment of rent.

As Additional Annual Rent Tenant shall pay a sum equal to twenty-five percent (25%) of the Adjusted Net Cash Flow commencing with the first day the Tenant Improvements open for business. The Tenant shall calculate Adjusted Net Cash Flow for each Current Year within forty-five (45) days after the end of the Current Year (or portion thereof) and provide that calculation, and pay to the Landlord the Additional Annual Rent, within sixty (60) days after the end of the Current Year. Additional Annual Rent shall continue until this Lease expires. Adjusted Net Cash Flow is Gross Revenues less Total Expenses, less the total amount of capital expenses for furniture, fixtures, and equipment for the Tenant Improvements in excess of the aggregate amount expended from any reserve during such year.

The Tenant agrees to allow City Representative, after submission of the calculations of Additional Annual Rent for such year, to review and audit the Tenant's books and records for compliance with the Tenant's obligations hereunder. If an audit by the City reveals a material understatement of the amount due the City, then the Tenant shall pay all reasonable costs of such calculations required hereunder, the Tenant and City shall apply generally accepted accounting principles, consistently applied.

Section 5.03. Place of Payment. Minimum Rent, and all additional rent and other charges owed by Tenant to Landlord under the Lease, shall be payable by Tenant to Landlord at Landlord's Notice Address set forth in Article I above or to any other place designated by written notice delivered by Landlord to Tenant at least ten (10) days prior to the date such amount is due to Landlord.

ARTICLE VI

Property Taxes

Section 6.01. Taxes. Tenant shall pay as additional rent during the Term and any extensions thereof, all ad valorem taxes, and all other governmental taxes or charges that may be levied against the Premises allocable to the Term (collectively "Taxes"). If not billed directly to Tenant, Landlord shall, after receipt of any tax bill or other notice of Taxes, promptly furnish Tenant with a copy thereof. Tenant shall issue its check payable to the applicable taxing

authority in the amount indicated and shall mail such check to the applicable taxing authority. If Landlord receives receipts from the taxing authority evidencing the payment thereof, Landlord will promptly mail copies of such receipts to Tenant. Taxes for the first and last years hereof shall be prorated. All personal property taxes shall be the responsibility of Tenant. Landlord shall not pass through to the Tenant or the Premises any cost for design and construction of the "Public Improvements" (as that term is defined in the Development Agreement).

Section 6.02. Payment by Landlord. If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes. Any sums so paid by Landlord shall be deemed to be additional rent owing by Tenant to Landlord and shall be due and payable upon demand as additional rent. Landlord may only step in and pay such Taxes on Tenant's behalf after Landlord has provided Tenant with written notice thereof and a reasonable time to pay such amounts. Provided, however, that if Tenant timely protests the imposition of any Taxes and diligently pursues the contest of any such assessment, then Landlord shall forebear any such payment until the protest is resolved or the taxing authority seeks to foreclose any tax lien.

ARTICLE VII

Condition of Premises, Mechanic's Liens, Liability Insurance

Section 7.01. Representations or Warranties. The Landlord warrants and represents to, and agrees with, Tenant as follows:

a. It is a municipality and political subdivision of the State of Kansas, duly incorporated and validly existing under the laws of the State of Kansas.

b. It has full power and authority to execute this Lease and consummate the transactions contemplated hereby.

c. Neither the execution and delivery of this Lease and the other documents contemplated herein will conflict with or result in a breach of any of the terms, covenants and provisions of any judgment, order, injunction, decree or ruling of any court or governmental agency, body or authority to which it is subject or of any material provision of any agreement, contract, indenture or instrument to which it is a party or by which it is bound, or constitutes a material breach thereunder.

d. To the best of Landlord's knowledge, other than ground water pollution, there are no "Hazardous Materials" (such term shall include, without limitation, substances which are flammable, explosive, corrosive, radioactive, toxic, petroleum and petroleum products and any substances defined as hazardous substances, hazardous materials, toxic substances, or hazardous wastes in the federal Comprehensive Environmental Response Compensation and Liability Act of 1980, the Federal Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, any similar state laws, all amendments to these laws and regulations adopted or publications promulgated pursuant to these laws) presently located in, on, or under the Premises including, without limitation, the subsurface soils and groundwater, or which

have migrated to the Premises from another source, or have been installed, used, generated, manufactured, stored, released, or disposed of on, under, or about the Premises by Landlord or any third -person, nor has Landlord received any notice or communication regarding any alleged Hazardous Materials on or about the Premises nor any notice that the Premises are not in compliance with all federal, state, and local laws, ordinances, rules and regulations relating to any such Hazardous Materials. In the event any Hazardous Materials (excluding such as may have been introduced during the Term by Tenant and any subtenants) are found on the Premises during the Term or any extension of the Term hereof, Landlord shall bear all costs for the removal and remediation of the Hazardous Materials and shall restore the Premises to substantially the same condition as it was in immediately prior to such removal and remediation work. Landlord shall immediately notify Tenant in writing of any notice, complaint, warning, claim, report, or communication received by Landlord from any federal, state, or local governmental or regulatory agency regarding Hazardous Materials on the Premises and provide Tenant with a copy of the same within ten (10) days of Landlord's receipt thereof. This does not waive the limitation under the Kansas Tort Claims Act.

Landlord agrees to indemnify and hold Tenant harmless from and against all claims, demands, losses, damages, clean-up costs, liabilities or judgments imposed against Tenant, including all interest, penalties, fines and other sanctions, any costs or expenses in connection therewith, including reasonable attorneys' fees, to the extent the same arise out of, or in connection with, any Hazardous Materials located in, on or under the Premises as of the Commencement Date. Tenant agrees to indemnify and hold Landlord harmless from and against all claims, demands, losses, damages, clean-up costs, liabilities or judgments against Landlord, including all interest, penalties, fines and other sanctions, any costs or expenses in connection therewith, to the extent the same arise out of, or in connection with, any Hazardous Materials which are hereafter released in, on or under the Premises by Tenant or any subtenant thereof during the Term.

Section 7.02. Mechanics' Liens. If any mechanic's or materialman's lien is filed against the Premises as a result of any work or act of Tenant, Tenant shall discharge the lien within forty (40) days after the filing of the lien, provided, however, that for so long as Tenant posts a bond and continues to diligently contest the amounts claimed due, it shall not be obligated to discharge said lien.

Section 7.03. Insurance Covering Tenant's Work. Tenant shall not make any improvements, alterations, repairs or installations, or perform any other work to the Premises unless prior to the commencement of the work Tenant shall obtain or cause its contractors to obtain (and during the performance of the work keep in force) public liability and worker's compensation insurance to cover every contractor to be employed. The policies shall be non-cancelable without ten (10) days' prior written notice to Landlord, and such insurance shall be carried with companies reasonably satisfactory to Landlord. Prior to the commencement of the work, Tenant shall deliver duplicate originals or certificates of the insurance policies to Landlord.

ARTICLE VIII

Repairs, Compliance, Surrender

Section 8.01. Repairs and Maintenance by Tenant. Tenant shall make all repairs to the Premises which Tenant concludes are necessary or desirable to keep the Premises in good order and repair.

Section 8.02. Compliance with Laws. Tenant shall procure, at its sole expense, any permits and licenses required for the transaction of business in the Premises, and otherwise comply with all applicable laws, ordinances and governmental regulations, and recorded restrictions and covenants. During the Term Landlord may not permit any additional restrictions, covenants or any other encumbrances to be placed on any portion of the Premises without Tenant's prior written consent, which consent may be granted or withheld by Tenant in Tenant's sole discretion. Tenant shall have no responsibility for the failure of any Sub-Tenant to comply with the provisions of this Section.

Section 8.03. Surrender of Premises. Upon the Expiration Date of this Lease, Tenant shall quit and surrender the Premises together with all alterations, fixtures, installations, additions and improvements which may have been made in or attached on or to the Premises. Upon surrender, Tenant may remove its personal property and trade fixtures.

ARTICLE IX

Services and Utilities

Tenant covenants and agrees to pay for all utility deposits as well as all utility charges, including but not limited to natural gas, electricity, water, trash, and garbage removal and sewer in a timely manner as they may come due during the Term.

ARTICLE X

Mortgages on Tenant's Interest; Nondisturbance Agreements; Estoppel Certificates

Section 10.01. Right to Encumber. Landlord hereby grants to Tenant the right to mortgage, grant a collateral assignment of and a security interest in, and otherwise encumber, Tenant's interest under this Lease, and Tenant's right, title and interest in and to the improvements constructed on the Premises (hereinafter in this Article X, each a "Leasehold Mortgage") without obtaining Landlord's consent. Landlord hereby agrees to subordinate its fee interest in the Premises to one or more mortgagees taking a Leasehold Mortgage (hereinafter in this Article X, a "Leasehold Mortgagee") provided that the proceeds of and loan secured by such Leasehold Mortgage are used for any costs associated with the development and construction of improvements by Tenant on the Premises, and further provided that such subordination of Landlord's fee interest shall only be for the Term and such Leasehold Mortgagee's rights in the fee interest upon any foreclosure shall expire at the end of the Term. For purposes of the foregoing sentence, the proceeds of a loan that is limited to refinancing the remaining balance of

an existing loan will be deemed to have been "used for any costs associated with the development and construction of improvements by Tenant on the Premises" if the proceeds of the original loan were so used. Landlord agrees to sign the subordination agreement in the form attached hereto and incorporated by reference herein as Exhibit B. If during the Term a Leasehold Mortgagee forecloses on, or requires an assignment in lieu of, its Leasehold Mortgage, Landlord, unless it shall timely exercise its right to cure defaults under the Leasehold Mortgage, agrees to execute and deliver upon request a General Warranty Deed in the form of Exhibit C attached hereto and incorporated by reference herein, the term of years actually recited in such deed to expire simultaneously with the Expiration Date of the Lease Term.

Landlord further acknowledges and agrees that Tenant may assign, sublet or otherwise convey all or a portion of Tenant's interest in the Premises and under this Lease (any such assignee, subtenant or conveyance grantee hereinafter in this Article X referred to as an "Assignee"), and that any Assignee may, without obtaining Landlord's consent, mortgage, grant a collateral assignment of and a security interest in, and otherwise encumber such Assignee's interest in this Lease, and such Assignee's interest in the Premises and any improvements thereto (hereinafter in this Article X each an "Assignee Mortgage," each mortgagee or secured party under an Assignee Mortgage hereinafter an "Assignee Mortgagee," each Leasehold Mortgage and Assignee Mortgage a "Mortgage," each Leasehold Mortgagee and Assignee Mortgagee a "Mortgagee," and each Assignee and Mortgagee a "Lease Interest Holder"). Landlord agrees that any Mortgage or evidence thereof may be recorded against the Mortgagee's interest in the Premises in the Sedgwick County, Kansas, public real property records.

Section 10.02. Cure by Lease Interest Holder. Landlord shall give to any Lease Interest Holder who has notified Landlord of such Lease Interest Holder's interest in the Premises and provided Landlord with a notice address, simultaneously with service on Tenant, a duplicate of any and all notices or demands given by Landlord to Tenant and no such notice to Tenant shall be effective unless a copy is so served upon each such Lease Interest Holder. Each Lease Interest Holder shall have the right, but not the obligation, to cure any default by Tenant hereunder, by completing such cure at any time within sixty (60) days following the expiration of the cure period otherwise applicable to Tenant, or, if said default is of a nature that it may not reasonably be cured within the applicable cure period, then if a Lease Interest Holder commences to cure during the applicable cure period, provides Landlord with notice of such commencement, and proceeds with such cure diligently and with reasonable dispatch, and Landlord shall accept performance by or at the instance of such Lease Interest Holder as if the same had been made by Tenant.

Section 10.03. Foreclosure of Mortgage. A Leasehold Mortgagee may become the legal owner and holder of the interest of Tenant under this Lease, including, without limitation, the interest of Tenant in all improvements erected by Tenant on the Premises, by foreclosure or by an assignment of this Lease in lieu of foreclosure, without Landlord's consent. In such event, such Leasehold Mortgagee shall have the right thereafter to assign this Lease without the consent of Landlord, but otherwise subject to the terms and provisions of this Lease. Additionally, any Assignee Mortgagee may become the legal owner and holder of the interest of such Assignee in this Lease, and such Assignee's interest in the Premises and any improvements thereto, by foreclosure or by an assignment of such Assignee's interest in lieu of foreclosure, without Landlord's consent. In such event, such Assignee Mortgagee shall have the right thereafter to

assign the interest of such Assignee in this Lease, and such Assignee's interest in the Premises and any improvements thereto, without the consent of Landlord, but otherwise subject to the terms and provisions of this Lease.

Section 10.04. Nondisturbance Agreement Regarding Leasehold Mortgagee. In the event of any early termination by Landlord of this Lease due to a Tenant default prior to the ordinary expiration of the Term, Landlord shall (A) within five (5) days after such Expiration Date provide to any Leasehold Mortgagee notice of such early termination along with a statement of any and all sums that would at that time be due under this Lease but for such termination, and of all other defaults, if any, under this Lease then known to Landlord, and (B) within twenty (20) days after such termination date provide notice of such early termination to any other Lease Interest Holder who has notified Landlord of such Lease Interest Holder's interest and provided Landlord with a notice address. Said Leasehold Mortgagee shall then have an option to obtain a new lease upon the same terms and conditions set forth in this Lease. This option must be exercised by written notice to Landlord given within thirty (30) days from the date said Leasehold Mortgagee receives the Landlord's notice and statement. The new lease shall require said Leasehold Mortgagee to cure all monetary defaults of Tenant under this Lease. Any non-monetary default of Tenant shall be waived by Landlord, provided the Leasehold Mortgagee proceeds with reasonable promptness to obtain possession, continues diligently to attempt to cure the default, and satisfies Tenant's other obligations under this Lease. Within twenty (20) days of entering into such a new lease, Landlord shall provide written notice of such new lease to any Lease Interest Holder who has notified Landlord of such Lease Interest Holder's interest and provided Landlord with a notice address.

Section 10.05. Nondisturbance Agreement Regarding Assignee or Assignee Mortgagee. Conditional upon the terms of Section 10.06 below, Landlord grants the following nondisturbance rights to each Assignee and each Assignee Mortgagee. So long as neither an Assignee's possessory right in and to the Premises nor such lease, sublease, assignment or other instrument of conveyance (hereinafter in this Article X each an "Assignment") creating such Assignee's right has been terminated due to a breach or default of the Assignment by such Assignee, Landlord covenants to not diminish, disturb or interfere with those possessory rights or such other rights of such Assignee (and any Assignee Mortgagee or other successor-in-interest of such Assignee) pursuant to such Assignment, except as may be permitted under the terms of such Assignment.

Section 10.06. Conditions Precedent to Landlord Nondisturbance Obligation. Landlord's obligations and covenants pursuant to Section 10.05 above are expressly conditional and contingent upon the benefiting Assignee or Assignee Mortgagee accepting and agreeing to the following terms:

a. Attornment. Such Assignee/Assignee Mortgagee agrees that in the event of the termination, cancellation or expiration of its respective Assignment for any reason whatsoever, such Assignee's/Assignee Mortgagee's interest in and to the Premises shall be subject to this Lease, such Assignee/Assignee Mortgagee will attorn to Landlord for the unexpired term of the Assignment, subject to all of the terms and conditions of the Assignment, except as hereinafter provided, and such attornment shall be effective and self-operative without the execution of any further instrument on the part of Landlord or

such Assignee/Assignee Mortgagee, and Landlord will accept such attornment. Upon request of either Landlord or such Assignee/Assignee Mortgagee, the other party shall execute and deliver a new assignment containing the same terms and conditions as contained in the Assignment (including all right of renewal and extension), for the remaining term thereof, except that Landlord shall be permitted to make any necessary modification to provide that any Landlord obligations arising thereafter shall be limited to the extent that adequate funds may be available for the performance thereof from rents received on the Premises. Landlord shall not be: (i) responsible or liable for any monetary damages as a result of, or obligated to cure, any defaults by the lessor, sublessor, assignor or other grantor to Assignee under Assignee's respective Assignment (hereinafter in this Article X each an "Assignor") under the Assignment provided that the foregoing shall not be deemed to relieve Landlord or any other party from the obligation to perform any obligation of the Assignor under the Assignment which remains unperformed at the time that Landlord or any other party succeeds to the interest of Assignor under the Assignment, to the extent adequate funds are available for the performance of such obligations from rents received on the Premises; (ii) subject to claims, defenses or offsets under the Assignment or against Assignor which arose or existed prior to the time Landlord obtains possession of Assignor's interest in the Premises provided that the foregoing shall not be deemed to (A) relieve Landlord or any other party from the obligation to perform any obligation of the Assignor under the Assignment which remains unperformed at the time that Landlord or any other party succeeds to the interest of Assignor under the Assignment, to the extent adequate funds are available for the performance of such obligations from rents received on the Premises, or (B) modify or waive any rights of self-help, set-off, abatement or termination expressly provided in the Assignment; (iii) bound by any rent paid more than thirty (30) days in advance; (iv) liable for the return of any security deposit paid to any prior party, including Assignor, unless Landlord has actually received the same; or (v) bound by any amendment or modification of the Assignment made without its prior written consent (Landlord agrees not to unreasonably condition, withhold or delay its consent to any proposed amendment or modification which does not materially and adversely affect Landlord's interest). Nothing in this Section 10.06 shall be deemed a waiver of any rights or remedies that such Assignee/Assignee Mortgagee may possess or claim personally against Assignor for any defaults or acts of Assignor.

b. Right To Cure Landlord's Default. Notwithstanding any provisions of the Assignment to the contrary, no notice of cancellation of the Assignment by such Assignee/Assignee Mortgagee shall be effective unless Landlord shall have first received notice of the default giving rise to such cancellation and shall have failed, for a period of thirty (30) days after receipt thereof, to cure such default. Tenant will forward to Landlord, at Landlord's notice address set forth in this Lease, copies of any statement, notice, claim or demand given or made by such Assignee/Assignee Mortgagee to Assignor, in all cases by the same method as the statement, notice, claim or demand was given or made to Assignor.

Landlord may request an Assignee or Assignee Mortgagee to execute a separate agreement specifically accepting or rejecting the terms of this Section 10.06.a. and 10.06.b., and if such Assignee or Assignee Mortgagee does not execute and return such agreement accepting such

terms to Landlord within thirty (30) days of delivery to such Assignee/Assignee Mortgagee, such failure shall be deemed conclusive evidence that Landlord's obligations and covenants pursuant to Section 10.05 above shall not run to the benefit of such Assignee/Assignee Mortgagee.

Section 10.07. Estoppel Certificates. Landlord agrees that the City Representative shall execute and deliver to Tenant, any Assignee and any Mortgagee an estoppel certificate in the form attached hereto as Exhibit D. If Tenant, any Assignee or any Mortgagee delivers such a certificate to the City Representative for execution and the City Representative fails to complete (modified as necessary to make it true and correct), execute and return such certificate within twenty (20) days of the City Representative's receipt of the same, the statements made in the certificate provided to the City Representative shall be deemed true and Landlord agrees that such statements may be relied upon by such requesting party and that party's respective successors, assigns, lenders and title insurers. Additionally, Landlord agrees that in response to an open records request from Tenant, any Assignee or any Mortgagee for information related to this Lease, Landlord will respond as required under all applicable laws at such time, and in the event that the open records laws are repealed, Landlord agrees to provide such requested information anyway as is required by the Kansas Open Records Act in effect as of July 1, 2006.

ARTICLE XI

Destruction and Insurance

Section 11.01. Insurance. Tenant agrees, at Tenant's cost and expense, to obtain and keep in force and effect during the Term of this Lease and any extensions thereof, in the names of Landlord and Tenant, general liability insurance against any and all claims for personal injury or property damage occurring in or upon the Premises during the Term of this Lease. Such insurance shall be maintained with limits of liability of not less than Five Hundred Thousand Dollars ($500,000) for injuries to any number of persons in any one accident or occurrence; and, Five Hundred Thousand Dollars ($500,000) for damage to property in any one accident or occurrence. Tenant shall furnish to Landlord at Landlord's written request reasonable evidence of Tenant's compliance with the provisions of this paragraph, such as certificates of insurance. Tenant further agrees that Tenant shall be solely responsible for procuring and maintaining casualty insurance on the improvements constructed by Tenant on the Premises.

Section 11.02. Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant hereby waive and release each other of and from any and all right of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the Premises, improvements to the Premises, or personal property within the Premises, by reason of fire or the elements, regardless of cause or origin, including negligence of Landlord or Tenant and their agents, officers and employees to the extent such loss is covered by a policy of insurance. Landlord and Tenant agree immediately to give their respective insurance companies written notice of terms of the mutual waivers contained in this Section, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers, in amounts and to the extent Tenant deems reasonable and necessary.

ARTICLE XII

Condemnation

Section 12.01. Termination of Lease. If Landlord's fee simple title to the Premises shall be taken for any public or any quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof (herein the "Taking"), then this Lease shall terminate automatically as of the date possession is given to the condemning authority. If there is a Taking of any material part of the Premises as to render the remainder thereof substantially unusable for the purposes for which the Premises were leased, then Tenant shall have the right to terminate this Lease on thirty (30) days' notice to the other given within ninety (90) days before the estimated date of possession being given to the condemning authority. In the event of a partial taking and the remainder of the Premises are usable, rent shall be reduced in proportion to the amount of square footage condemned.

Section 12.02. Compensation. All compensation awarded or paid upon a partial Taking of the Premises shall be used to make all repairs and alterations necessitated by such Taking. In the event of a total Taking of the Premises, Tenant shall be compensated from the condemnation award or the sale price paid for the value of the leasehold of which Tenant is deprived as a result of such Taking; the cost of removal and decrease in value, as a result of such Taking, of Tenant's fixtures, equipment and stock-in-trade; for the impairment or loss of goodwill; and for the value on Tenant's books at the time of such Taking of actual physical possession of any leasehold improvements made by Tenant to the Premises.

Section 12.03. Taking for Temporary Use. If there is a Taking of the Premises for temporary use, this Lease shall continue in full force and effect, and Tenant shall continue to comply with Tenant's obligations under this Lease, except to the extent compliance shall be rendered impossible or impracticable by reason of the Taking.

ARTICLE XIII

Indemnity and Liability

Section 13.01. Indemnity.

a. As used in Article XIII, "Claims" means any claims, suits, proceedings, actions, causes of action, mechanics or materialman's liens, responsibility, liability, demands, judgments, and executions.

b. Tenant hereby indemnifies and agrees to save harmless Landlord from and against all Claims, which (i) arise from any work performed by Tenant on the Premises; (ii) arise from or are in connection with Tenant's possession, use, occupation, management, repair, maintenance or control of the Premises or any portion thereof; (iii) arise from or are in connection with any act or omission of Tenant or Tenant's Agents; (iv) result from any default, breach, violation or nonperformance of this Lease or any provision of this Lease by Tenant; or (v) result from injury to person or property or loss

of life sustained in or about the Premises during the Term except to the extent arising out of any negligence or willful misconduct of Landlord.

c. Landlord hereby indemnifies and agrees to save Tenant harmless from and against all claims which (i) arise from or are in connection with any act or omission of Landlord; (ii) result from any default, breach, violation or nonperformance of this Lease or any provision of this Lease by Landlord; or (iii) result from injury to person or property or loss of life sustained in or about the Premises to the extent arising out of any negligence or willful misconduct of Landlord. Provided, however, that in any case where the claims are of a nature such that the Landlord's liability would be limited by limitations or immunities under the Kansas Tort Claims Act if the claims were brought directly against Landlord, Landlord's liability under this subsection c. shall be subject to the same limitations and immunities.

d. Indemnitor shall defend any Claims against Indemnitee with respect to the foregoing at Indemnitor's sole cost and with counsel reasonably satisfactory to Indemnitee. Indemnitor shall pay, satisfy and discharge any judgments, orders and decrees which may be recovered against Indemnitee in connection with any Claims.

e. This Section 13.01 shall expressly survive the termination or expiration of this Lease.

Section 13.02. Liability Insurance.

a. Tenant shall provide and maintain a comprehensive policy of liability insurance with respect to the Premises as set forth in Section 11.01 hereof. Landlord and any designee of Landlord shall be named as additional insureds. The liability insurance policy shall protect Landlord, Tenant and any designee of Landlord against any liability which arises from any occurrence on or about the Premises or any appurtenance of the Premises as required in Section 11.01, or which arises from any of the Claims described in Section 13.01 against which Tenant is required to indemnify Landlord.

b. The policy shall be written by an insurance company reasonably satisfactory to Landlord with coverage limits reasonably satisfactory to Landlord.

Section 13.03. Inability to Perform.

a. If Landlord fails to perform any of its obligations under this Lease as a result of Acts of God; strikes, lockouts, or labor difficulty; explosion, sabotage, accident, riot, or civil commotion; act or war; fire or other casualty; delays caused by Tenant; and causes beyond the reasonable control of Landlord (a "Force Majeure"), Landlord shall not be liable for loss or damage for the failure, and Tenant shall not be released from any of its obligations under this Lease.

b. If Landlord is delayed or prevented from performing any of its obligations as a result of a Force Majeure, the period of delay or prevention shall be added to the time herein provided for the performance of any such obligation.

ARTICLE XIV

Covenant of Quiet Enjoyment

Landlord covenants, represents and warrants that it has good and marketable fee simple title to the Premises free and clear of all liens, assessments, leases, taxes and other encumbrances except those title exceptions specifically approved by Tenant in writing ("Approved Title Exceptions"). Landlord covenants that Landlord has the authority to lease the Premises to Tenant, and if Tenant pays the rent and all other charges provided for in this Lease, performs all of its obligations provided for under this Lease, and observes all of the other provisions of this Lease, Tenant shall peaceably and quietly enjoy the Premises in accordance with the terms of this Lease without any interruption or disturbance from Landlord.

ARTICLE XV

Default

Section 15.01. Events of Default. Each of the following events shall be a default hereunder by Tenant and a breach of this Lease:

a. If Tenant shall be dissolved, or shall make an assignment for the benefit of creditors;

b. If involuntary proceedings under any such bankruptcy law, or insolvency act, or for the dissolution of a limited liability company shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed, or such receivership or trusteeship vacated within one hundred (100) days after such institution or appointment;

c. If Tenant shall fail to pay Landlord any Minimum Rent or additional rent within thirty (30) days after receipt of written notice from Landlord that the same are due and payable; or

d. If Tenant shall breach or fail to perform any of the agreements, terms, covenants, or conditions hereof on Tenant's part to be performed other than the payment of Minimum Rent or additional rent, and such nonperformance shall continue for a period of thirty (30) days after receipt of written notice thereof by Landlord to Tenant (provided, however, that Tenant shall not be in default hereunder if Tenant shall, within such thirty (30) day cure period, commence and at all times thereafter diligently pursue all practicable efforts to cure the default).

If any such default shall occur and shall not be cured within the applicable cure period, if any, Landlord shall have the right to cancel and terminate this Lease, as well as all of the right, title, and interest of Tenant hereunder, by giving to Tenant written notice of such cancellation and termination, and upon such notice, this Lease and the Term hereof, as well as all of the right, title, and interest of Tenant hereunder, shall expire in the same manner and with the same force and effect, as if the expiration of the time fixed in such notice of cancellation and termination

were the end of the Term. Upon the Expiration Date the Lease shall be deemed null, void and of no force and effect, and both parties shall be relieved of any further obligation to the other under the terms of the Lease. There will not be a default until any Mortgagee has received written notice of a failure of Tenant to perform and the Mortgagee's cure period has expired.

Section 15.02. Landlord's Right to Cure. Upon any uncured default, Landlord at its option may, but shall not be obligated to, make any payment required of Tenant herein, or comply with any agreement, term, covenant, or condition required hereby to be performed by Tenant and the amount so paid, together with interest thereon at the rate of ten percent (10%) per annum from the date of such payment by Landlord shall be deemed to be additional rent hereunder payable by Tenant and collectible as such by Landlord with the next succeeding monthly installment of rent. Landlord shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain therein until the same shall have been corrected or remedied, but neither any such expenditure, nor any such performance, by Landlord shall be deemed to waive or release Tenant's default or the right of Landlord to take such action as may be otherwise permissible hereunder in the case of such default. There will not be a default until any Mortgagee has received written notice of a failure of Tenant to perform and the Mortgagee's cure period has expired.

Section 15.03. Landlord Default; Tenant Remedies. If Landlord fails to pay any amount due under the Lease, or shall breach or fail to perform any other agreement, term, covenant or condition of the Lease, and such failure shall continue for a period of thirty (30) days after Landlord's receipt of written notice from Tenant of such failure, Landlord shall be in default and in breach of this Lease. In the event of a Landlord default, Tenant shall have the right, but not the obligation, to cancel and terminate this Lease immediately by providing Landlord with written notice of such termination, and upon such Expiration Date, the Lease shall be deemed null, void and of no force and effect, and both parties shall be relieved of performing any further obligation under the terms of the Lease, but shall not be relieved of liability for any additional remedy available to Tenant. In the event of a Landlord default, Tenant shall also have the right, but not the obligation, to pursue any other remedy available to Tenant at law or in equity, including but not limited to specific performance, offset, deduction and abatement. Tenant's remedies under this Section 15.03 shall be cumulative and not mutually exclusive.

ARTICLE XVI

Interpretation, Notices, Miscellaneous

Section 16.01. Interpretation.

a. If any provision of this Lease or the application of any provision of this Lease to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

b. The captions and headings used throughout this Lease are for convenience of reference only and shall not affect the interpretation of this Lease.

c. This Lease may be executed in several counterparts; but the counterparts shall constitute but one and the same instrument.

d. This agreement shall be interpreted in accordance with the internal laws of the State of Kansas without giving effect to conflict of laws principles.

e. This Lease shall not be construed more or less favorably with respect to either party as a consequence of the Lease or various provisions hereof having been drafted by one of the parties hereto.

Section 16.02. No Oral Changes. This Lease contains the entire agreement of the parties with respect to the subject matter hereof, and may not be changed or terminated orally.

Section 16.03. Communications. No notice, request, consent, approval, waiver or other communication under this Lease shall be effective unless the same is in writing and is mailed by registered or certified mail, postage prepaid, addressed as follows:

a. If intended for Landlord, a written communication shall be effective if mailed to the address designated as Landlord's Notice Address in Article I or to such other address as Landlord designates by giving notice to Tenant; and

b. If intended for Tenant, a written communication shall be effective if mailed to the address designated as Tenant's Notice Address in Article I or to such other address as Tenant shall designate by giving notice thereof to Landlord.

Section 16.04. Successors and Assigns. Except as otherwise provided, this Lease shall bind and inure to the benefit of the parties and their respective successors, representatives, heirs and assigns.

Section 16.05. Time of the Essence. The time of the performance of all of the covenants, conditions and agreements of this Lease is of the essence of this Lease.

Section 16.06. Assignment; Sublease. Tenant may freely assign or sublease all or any portion of the Premises without Landlord's consent. To the extent Tenant assigns any portion of the Premises or its interest in this Lease, Tenant may request Landlord's consent that as of the date of such assignment, the assignor shall be relieved of all its obligations pursuant to this Lease arising on and after the date of such assignment, and such assignment shall act as a novation of such obligations of the assignor, and Landlord agrees to not unreasonably withhold, condition or delay such consent. Landlord shall be obligated to provide such consent if both: (1) the proposed assignee expressly assumes and agrees to perform all of the obligations of Tenant under this Lease arising as of the date of such assignment, and (2) Tenant furnishes the City with evidence in the form of financial statements, accompanied by the certificate of an independent certified public accountant, or other evidence satisfactory to the City, establishing that the net worth of

such proposed assignee immediately following such assignment will be at least equal to the net worth of Tenant as shown by the most recent financial statement of Tenant.

Section 16.07. Authority. The undersigned both represent and warrant they have authority to bind the respective parties to all of the terms of the Lease.

Section 16.08. Other Definitions. For purposes of this Lease, the following definitions shall be applicable to the various provisions of this Lease:

"Gross Revenues" means all revenues, business interruption insurance proceeds, receipts and income of any kind derived directly or indirectly by the Tenant from or in connection with the Tenant Improvements (including rentals or other payments from tenants, lessees, licensees or concessionaires but not including their gross receipts), whether on a cash basis or credit, paid or collected, determined in accordance with sound accounting principles, excluding, however: (i) funds furnished by the Tenant, (ii) federal, state and municipal excise, sales and use taxes collected directly from patrons and guests or as gross receipts, admissions, cabaret or similar or equivalent taxes and paid over to federal, state or municipal governments, (iii) gratuities, (iv) proceeds of insurance and condemnation (except as stated above or expressly provided elsewhere), and (v) sale or disposition proceeds of the Tenant or the Tenant Improvements. Nothing herein shall be construed to include in this definition of "Gross Revenues" any revenues, receipts, or income of any kind from the operation of any business conducted by any person or entity other than Tenant in or on the Tenant Improvements.

"Total Expenses" means all expenses reasonably incurred by the Tenant or Manager in the operation and maintenance of the Tenant Improvements as determined in accordance with sound accounting principles, including but not limited to:

- salaries and employee expense and taxes (including reasonable salaries, wages, bonuses and other compensation of all employees of the Tenant and their social benefits which shall include, but not be limited to, life, medical and disability insurance and retirement benefits);
- expenditures for ordinary and non-structural repairs and maintenance necessary to maintain the Tenant Improvements in good operating condition;
- expenditures for operational supplies, utilities, insurance, governmental fees and assessments;
- the cost of inventories and fixed asset supplies, and license fees;
- franchise fees and other fees, expenses, and charges under a franchise agreement, if any;
- expenditures for advertising and marketing;
- federal, state and municipal excise, sales and use taxes, except those collected directly from guests and patrons or as part of the sales price of any goods, services or displays, such as gross receipts, admissions, cabaret or similar or equivalent taxes and paid over to federal, state or municipal governments;

- amounts paid into any capital, furniture, fixture, equipment or other reserve, excluding, however, insurance proceeds and condemnation awards;
- fees paid to the Manager;
- ad valorem taxes and personal property taxes and special assessments to be paid by the Tenant;
- the cost of insurance to be provided by the Tenant;
- amounts paid for operating and capital leases for furniture and equipment;
- payments of debt service to the Leasehold Mortgage or other creditors and other loans to the Tenant;
- Tenant Development Cost Return, defined as, on an annual basis, twenty percent (20%) of the total Construction Costs for all Tenant Improvements paid by Tenant, Developer, or permitted assignees and sublessees. As further clarification, the amount determined to be twenty percent (20%) of the total Construction Costs for all Tenant Improvements may be included in the calculation of Total Expenses each year during the Term of this Lease.

Excluding, however: (i) capital expenditures by the Tenant, (ii) amortization expense, (iii) depreciation expense.

No part of Manager's central office overhead or general or administrative expense (as compared to that of the Tenant Improvements) shall be deemed to be a part of Total Expenses. Out-of-pocket expenses of Manager incurred for the account of or in connection with the Tenant Improvements operations, including reasonable travel expenses of employees, officers and other representatives and consultants of Manager and its affiliates, shall be deemed to be a part of Total Expenses and such persons shall be afforded reasonable accommodations, food, beverages, laundry, valet and other such services.

Section 16.09. Amendment for Industrial Revenue Bonds. Landlord and Tenant each acknowledge that Landlord has agreed to issue industrial revenue bonds after the Commencement Date in an amount not-to-exceed $12,000,000 to reimburse expenditures for the construction, equipping and furnishing of the Tenant Improvements and that in conjunction with the issuance of such bonds the parties shall execute an amendment to this Lease which shall set forth the terms and conditions of such bonds.

[Signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this WaterWalk Ground Lease No. 4 instrument the date first above written.

CITY OF WICHITA, KANSAS

By:_____
Printed Name: Carl Brewer
Title: Mayor

"Landlord"

Attest:

_____
Printed Name: Karen Sublett
Title: City Clerk

Approved As To Form:

_____
Printed Name: Gary Rebenstorf
Title: City Attorney

FOUR-G, LLC

By:_____
Printed Name: James E. Korroch
Title: Manager

"Tenant"

EXHIBIT A

Premises

Commencing at the easterly most south corner of Lot 1, Block 5, Waterwalk Phase 2 Addition, an addition to Wichita, Sedgwick County, Kansas; thence N 00°00'13" W, along the east line of said Lot 1, 207.88 feet; thence S 89°59'47" W, perpendicular to said east line, 12.50 feet for a place of beginning; thence S 00°00'13" E, parallel with said east line, 140.51 feet; thence S 45°00'00" W, 76.25 feet; thence S 89°59'47" W, parallel with the south line of said Lot 1, 119.26 feet; thence N 35°19'20" W, 21.48 feet; thence N 00°00'13" W, parallel with said east line, 176.40 feet; thence N 89°59'47" E, parallel with said south line, 26.26 feet; thence N 00°00'13" W, parallel with said east line, 0.50 feet; thence N 89°59'47" E, parallel with said south line, 159.33 feet to the place of beginning.

EXHIBIT B

Form of
SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT ("Subordination Agreement") made as of the _____ day of _____, 2_____, by and among [insert name and address of applicable Leasehold Mortgagee] ("Lender"), [insert name and address of Tenant] ("Tenant"), and [insert name and address of Landlord] ("Landlord").

W I T N E S S E T H:

WHEREAS, pursuant to that certain WaterWalk Ground Lease No. 4 dated as of _____, 20___ (together with all addendums, amendments, modifications and supplements thereto is collectively hereinafter the "Lease"), with respect to the real property legally described on Exhibit A attached hereto (the "Demised Premises"), Tenant leases the Demised Premises;

WHEREAS, Lender has made, or may agree to make, a loan to Tenant (the "Loan") conditioned on, among other conditions, the full execution of this Subordination Agreement;

WHEREAS, the Loan will or may be secured by, among other things, a mortgage, assignment of the Lease and rents, and/or a security agreement (collectively the "Mortgage") made by Tenant to or for the benefit of Lender covering, among other things, Tenant's interest under the Lease, and Tenant's right, title and interest in and to the improvements constructed on the Demised Premises;

WHEREAS, the parties hereto desire to make the Landlord's fee interest in the Demised Premises subject and subordinate to the Mortgage, pursuant to the terms hereof.

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

1. Provided that the Loan proceeds are used for any costs associated with the development and construction of improvements by Tenant on the Demised Premises, the Landlord's fee interest in the Demised Premises, and any right, title and interest of Landlord in and to the improvements thereon, are and shall be subject and subordinate to the Mortgage and the lien thereof, to all the terms, conditions and provisions of the Mortgage and to each and every advance made or hereafter made under the Mortgage, and to all renewals, modifications, consolidations, replacements, substitutions and extensions of the Mortgage, but only until the "Expiration Date" of the "Term" of the Lease (as those terms are defined under the Lease); provided, however, and Lender agrees, that in the event of any act, omission or default by Tenant that would give Lender the right, either immediately or after the lapse of a period of time, to declare a default or breach under the Mortgage and elect one or more remedies, including but not

limited to foreclosure of the Mortgage, Lender will not exercise any such right until it has given written notice of such act, omission or default to Landlord and provided Landlord the right to cure for any applicable cure period set forth in the Mortgage. For purposes of the initial sentence in this paragraph, the proceeds of a loan that is limited to refinancing the remaining balance of an existing loan will be deemed to have been "used for any costs associated with the development and construction of improvements by Tenant on the Demised Premises" if the proceeds of the original loan were so used.

2. The terms and provisions of Article X of the Lease are incorporated by reference herein for the purpose of the parties confirming to each other that each shall have the rights and obligations set forth in said Article X of Landlord as "Landlord" thereunder, Tenant as "Tenant" thereunder, and Lender as "Leasehold Mortgagee" thereunder, as if Lender was an actual party to the Lease.

3. Any notice, demand, statement, request or consent made hereunder shall be effective and valid only if in writing, referring to this Subordination Agreement, signed by the party giving such notice, and delivered either personally to such other party, or sent by nationally recognized overnight courier delivery service or by certified mail of the United States Postal Service, postage prepaid, return receipt requested, addressed to the other party as follows (or to such other address or person as either party or person entitled to notice may by notice to the other party specify):

To Lender: [insert notice address]

with a copy concurrently to: [insert notice address]

To Tenant: [insert notice address]

with a copy concurrently to: [insert notice address]

To Landlord: [insert notice address]

with a copy concurrently to: [insert notice address]

Unless otherwise specified, notices shall be deemed given as follows: (i) if delivered personally, when delivered, (ii) if delivered by nationally recognized overnight courier delivery service, on the day following the day such notice is sent, or (iii) if sent by certified mail, three (3) days after such notice has been sent.

4. This Subordination Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Kansas.

5. A fully-executed original of this Subordination Agreement may be recorded with the Sedgwick County, Kansas, Register of Deeds against the Demised Premises by either party hereto or their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Subordination Agreement as of the day and year first above written.

"Lender"

_____

By:_____
Name:_____
Title:_____

"Tenant"

_____

By:_____
Name:_____
Title:_____

"Landlord"

_____

By:_____
Name:_____
Title:_____

Acknowledgments

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2_____, by _____, as _____ of _____.

_____
Notary Public

My Appointment Expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2_____, by _____, as _____ of _____.

_____
Notary Public

My Appointment Expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2_____, by _____, as _____ of _____.

_____
Notary Public

My Appointment Expires: _____

EXHIBIT A to EXHIBIT B

[LEGAL DESCRIPTION OF DEMISED PREMISES]

EXHIBIT C

GENERAL WARRANTY DEED

THIS INDENTURE is made this _____ day of _____, 20__, by and between The City of Wichita, a corporate body politic and political subdivision of the State of Kansas ("Grantor"), and _____, whose respective interest is identified below ("Grantee").

W I T N E S S E T H: That;

Grantor, in consideration of the sum of One Dollar ($1) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby distribute, grant, sell and convey all the following described real estate, situated in the County of Sedgwick and State of Kansas:

[INSERT LEGAL DESCRIPTION]

to Grantee for a term of _____ years, expiring _____, 2_____. Grantee, subject to easements and other restrictions and reservations of record, shall have all right, title and interest, including the right to control the use of such real estate, the right to all rents, issues and profits therefrom, and the full power and authority to execute lease agreements for the lease or rental of such real estate, for such terms and upon such conditions as Grantee, in its uncontrolled and absolute discretion, shall determine to be in the best interests of the term-of-years estate, without the necessity of the Grantor, as the remainder person, joining therein. At and upon the expiration of the term-of-years estate, the real estate shall revert outright back to the Grantor and its assigns forever.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments, and appurtenances hereunto belonging or in anywise appertaining forever.

And Grantor for itself and for its successors and assigns does hereby covenant, promise, and agree to and with Grantee, that at the delivery of these presents it is lawfully seized, of an absolute and indefeasible state of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of whatsoever nature and kind, except as stated above, and that Grantor will warrant and forever defend the same unto Grantee, its successors or assigns, against Grantor, its successors and assigns, and all and every person or persons whomsoever lawfully claiming or to claim the same.

The City of Wichita

By: _____
Name: _____
Its: _____

1

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, on behalf of the City of Wichita for the uses and purposes contained therein.

_____
Notary Public

My Appointment Expires:

_____

EXHIBIT D

Form of
LESSOR ESTOPPEL CERTIFICATE

The City of Wichita, Kansas, a Kansas municipality ("Ground Lessor"), and Four-G, LLC, a Kansas limited liability company ("Ground Lessee"), executed that certain WaterWalk Ground Lease No. 4 dated as of _____, 20___ (such Lease together with all addendums, amendments, modifications and supplements thereto is collectively hereinafter the "Ground Lease"), with respect to the real property legally described in the Ground Lease (the "Land").

[insert paragraph describing who is requesting the estoppel certificate and why]

Ground Lessor hereby certifies, acknowledges and agrees as follows [to the extent any of the following statements are not true, Ground Lessor will revise such statement, providing specific information as to why the statement is not true]:

1. The Ground Lease is in full force and effect and is valid and enforceable against Ground Lessor, and in any event, Ground Lessor acknowledges and agrees that it will not assert that either (a) a Ground Lessee default under the Ground Lease has occurred prior to the Effective Date, or (b) prior to the Effective Date an event occurred or condition existed which, with the giving of notice or the lapse of time or both, would constitute a default of Ground Lessee under the Ground Lease.

2. Ground Lessor agrees to send to _____ all notices to which _____ is entitled pursuant to Article X of the Ground Lease, at the following address:
_____.

3. Ground Lessor acknowledges that it is executing and delivering this Certificate for the benefit of _____, any persons or entities acquiring all or any portion of _____'s interest in the _____, and each of their respective lenders, and any title insurance company providing title insurance to any of such persons, entities, or lenders, together with each of their respective successors and assigns, knowing that each of such persons and entities will rely upon the contents hereof.

Dated as of _____, _____ ("Effective Date").

CITY OF WICHITA, KANSAS

_____
By: _____
Printed Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said county and state, came _____, the _____ of the City of Wichita, a Kansas municipality, who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same on behalf of the City of Wichita.

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

_____
Notary Public

My Commission Expires: _____

PARTIAL ASSIGNMENT OF
WATERWALK DEVELOPMENT AGREEMENT

THIS PARTIAL ASSIGNMENT (the **"Assignment"**) of Development Agreement Regarding Development of the East Bank, dated September 10, 2002, as amended, a/k/a the WATERWALK DEVELOPMENT AGREEMENT (the **"Development Agreement"**) , is made and entered into effective _____, 2010, by and between by and between **Four-G, LLC ("Assignee")** and **WaterWalk LLC ("Assignor")**.

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, the following rights and obligations of Assignor pursuant to the following-listed Sections of the Development Agreement and no others, but only to the extent such rights and obligations apply to the Lodging Tract and the Private Improvements to be located upon the Lodging Tract (hereafter collectively the **"Assigned Rights and Obligations"**), and in no event shall the Assigned Rights and Obligations include any rights or obligations of Assignor regarding the Project or Project Parcels other than the Lodging Tract, any Private Improvements other than those to be located on the Lodging Tract, any Public Improvements, any rights or obligations to amend or modify the Development Agreement: the exclusive right to develop the Lodging Tract under Section 2.1; and Sections: 4 to the extent assignable (excluding Assignor's rights or obligations under 4.1(a) and 4.1(b)), 5.1-5.4 (excluding Assignor's rights under 5.1.2(e) and 5.4(g)), 6.1, 6.3, 7.1-7.3 (except the second paragraph of 7.1), 9.1, 9.3-9.4, 9.5 (but excluding any rights of Assignor as Developer to propose Change Orders), 10, 11.1, 11.2, 11.4 (but any termination of the Development Agreement or rights or obligations shall be only as to the Lodging Tract, and not otherwise affect the Development Agreement), 12, and 13; to the following Sections to the extent assignable: 14.1-14.7, 14.9-14.15, and 14.17-14.21 and to rights in the Parking Structure as provided under the **Hotel Parking and Trash Agreement** among Assignor, Assignee and WaterWalk Place Owners' Association dated on or about this date. This Assignment shall not transfer any obligations of Assignor described in Exhibits 4 and 14 of the Development Agreement.

2. Assumption of Obligations. Assignee hereby assumes and agrees to perform all of the commitments, obligations, terms, provisions, conditions and covenants of the Assigned Rights and Obligations. Assignee agrees to defend, indemnify, and hold harmless Assignor from any liability, damages, causes of action, expenses and attorneys' fees (including appellate fees) incurred by Assignor by reason of the failure of Assignee to fulfill, perform and discharge all of its various commitments, obligations, terms, provisions, conditions and covenants of the Assigned Rights and Obligations which Assignor has assumed.

3. Expenses. Upon the execution and delivery of the Ground Lease, Assignee assumes and agrees to perform all of the commitments, obligations, terms, provisions, conditions and covenants imposed upon the ground lessee of the Lodging Tract by the Declaration, as may be amended, including but not limited to payment of fees due after the date of Assignment pursuant to the WaterWalk Parking District Agreement dated June 2006 between the City of

Wichita and Assignor, as may be amended, except as provided below, and any building to be located upon the Lodging Tract.

Notwithstanding any provision in the Declaration, the WaterWalk Parking District Agreement, the Agreement to Purchase and Sell, or in any other agreement or document to the contrary, Assignor agrees and covenants, represents, and warrants that for a period of 5 years after the date the City issues a final, conditional or temporary certificate of occupancy for the Permitted Hotel upon the Lodging Tract sufficient to allow opening any part of the Permitted Hotel for business; however such period shall automatically terminate if Assignee fails to continuously operate the Permitted Hotel and Hotel Use on the Lodging Tract; Assignee's liability for Assessments (as that term is defined in the Declaration, and including any supplemental Assessments) levied pursuant to Sections 3.03 and 3.05 of the Declaration shall be capped at $1.00 multiplied by the number of square feet of surface area of the Lodging Tract.

Following the expiration of such five (5) year period the amount of the Assessments allocated to the Lodging Tract shall be determined and paid based upon the manner in which the same are computed pursuant to the Declaration. Assignor agrees to defend, indemnify and hold harmless Assignee from any liability, damages, causes of action, expenses, and attorneys' fees (including appellate fees) incurred by Assignee by reason of the any Assessment that exceeds the limit set forth herein. Assignor's obligations pursuant to this paragraph shall expressly survive the Closing of the Agreement to Purchase and Sell and thereafter.

4. Governing Law. Notwithstanding the place where the parties execute this Assignment, the internal laws of Kansas, without regard for the principles of conflicts of laws thereof, shall govern the construction of the terms and the application of the provisions of this Assignment.

5. Severability. If a court of competent jurisdiction holds any provision of this instrument invalid or ineffective with respect to any person or circumstance, the holding shall not affect the remainder of this instrument or the application of this instrument to any other person or circumstance. If a court of competent jurisdiction holds any provision of this instrument too broad to allow enforcement of the provision to its full extent, the court shall have the power and authority to enforce the provision to the maximum extent permitted by law and may modify the scope of the provision accordingly pursuant to an order of the court.

6. Terms. Except as otherwise provided, capitalized terms not otherwise defined herein shall have the definitions attributed to them in the Agreement to Purchase and Sell.

7. Covenant to Run with Land for Term of Ground Lease. This Agreement shall constitute a covenant running with the land for the term of the Ground Lease, and shall be binding upon and inure to the benefit of the parties, their respective successors and assigns, and any present or future owner or ground lessee of the Lodging Tract, legally described on Exhibit 1 attached.

8. Execution in Counterparts. This Assignment may be executed in several counterparts. All counterparts so executed shall constitute one agreement and shall be binding

on all parties, even though all the parties did not sign the original or the same counterpart signature page.

ASSIGNEE:

Four-G, LLC

By: _____
Printed Name: James E. Korroch
Its: Manager
Date:_____, 2010

ASSIGNOR:

WaterWalk LLC

By: _____
Printed Name:_____
Its:_____
Date:_____, 2010

Acknowledgement of Notice

The City of Wichita, a body politic, acknowledges receipt of notice of this Assignment, and also acknowledges to Assignor and Assignee that the consent of the City of Wichita is not required for this Assignment under the terms of Section 14.16 of the Development Agreement or otherwise.

The City of Wichita, Kansas

By: _____
Printed Name: _____
Its: _____

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, City Attorney

5/24/10

ACKNOWLEDGEMENTS

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

This instrument was acknowledged before me on this ____ day of _____, 2010, by **James E. Korroch, as Manager of Four-G, LLC**, a Kansas limited liability company.

_____
Notary Public

My commission expires: Notary Printed Name:

_____ _____

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

This instrument was acknowledged before me on this ____ day of _____, 2010, by _____, as _____ of **WaterWalk LLC**, a Kansas limited liability company.

_____
Notary Public

My commission expires: Notary Printed Name:

_____ _____

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

This instrument was acknowledged before me on this ____ day of _____, 2010, by _____, as _____ **of the City of Wichita**, Kansas, a Kansas municipality.

_____
Notary Public

My commission expires: Notary Printed Name:

_____ _____

5/24/10

Exhibit 1

Commencing at the easterly most south corner of Lot 1, Block 5, Waterwalk Phase 2 Addition, an addition to Wichita, Sedgwick County, Kansas; thence N 00°00'13" W, along the east line of said Lot 1, 207.88 feet; thence S 89°59'47" W, perpendicular to said east line, 12.50 feet for a place of beginning; thence S 00°00'13" E, parallel with said east line, 140.51 feet; thence S 45°00'00" W, 76.25 feet; thence S 89°59'47" W, parallel with the south line of said Lot 1, 119.26 feet; thence N 35°19'20" W, 21.48 feet; thence N 00°00'13" W, parallel with said east line, 176.40 feet; thence N 89°59'47" E, parallel with said south line, 26.26 feet; thence N 00°00'13" W, parallel with said east line, 0.50 feet; thence N 89°59'47" E, parallel with said south line, 159.33 feet to the place of beginning.

ESTOPPEL CERTIFICATE

This Estoppel Certificate is given to Four-G, LLC, a Kansas limited liability company, ("**Four-G**") pursuant to the Closing of the Agreement to Purchase and Sell Partial Assignment of WaterWalk Development Agreement by and between Four-G as Buyer and WaterWalk LLC (**"WaterWalk LLC"**) as Seller, with an Effective Date of December 31, 2009, the (**"Purchase Agreement"**).

WHEREAS, WaterWalk LLC and the City of Wichita, Kansas ("**City**") are parties to that certain Development Agreement Regarding Development of the East Bank dated September 10, 2002, as amended by Amendment To Development Agreement Regarding Development Of The East Bank dated December 2, 2003; Second Amendment To Development Agreement Regarding Development Of The East Bank dated October 12, 2004; Third Amendment To Development Agreement Regarding Development Of The East Bank dated June ___, 2006; and Fourth Amendment To Development Agreement Regarding Development Of The East Bank dated December 16, 2008 (collectively the "**Development Agreement**");

WHEREAS, the Development Agreement grants WaterWalk LLC certain rights to develop the Project Parcels (as defined in the Development Agreement) located near downtown Wichita, Kansas;

WHEREAS, Four-G desires to develop and occupy a tract within the Project Parcels, which tract is described on Exhibit A attached hereto and incorporated by reference herein ("**Lodging Tract**"); and

WHEREAS, to permit Four-G to develop and occupy the Lodging Tract, WaterWalk LLC is willing to assign certain of its rights and obligations under the Development Agreement, and Four-G is willing to accept and assume the same, all subject to the terms of the Purchase Agreement and a certain Partial Assignment of WaterWalk Development Agreement (the **"Assignment"**).

WHEREAS, Four-G is unwilling to enter into the Assignment without assurance from WaterWalk LLC and the City that WaterWalk LLC is not in default of the terms of the Development Agreement being assigned to Four-G.

THEREFORE,

The City and WaterWalk LLC hereby represent to Four-G, as of the Effective Dates of their respective signatures below, that to their actual respective knowledge, without duty to investigate or

inquire, that WaterWalk LLC is not in default of the rights and obligations of the Development Agreement that are being assigned to Four-G by the Assignment.

This certificate may be executed in several counterparts. All counterparts so executed shall constitute one certificate and shall be binding on all parties, even though all the parties did not sign the original or the same counterpart signature page. Hand signatures transmitted by fax or electronic mail are also permitted as binding signatures.

City of Wichita

By: _____
Printed Name: _____
Its: _____

Effective Date: _____, 2010

WaterWalk LLC

By: _____
Printed Name: _____
Its:_____

Effective Date: _____, 2010

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, City Attorney

EXHIBIT A

Commencing at the easterly most south corner of Lot 1, Block 5, Waterwalk Phase 2 Addition, an addition to Wichita, Sedgwick County, Kansas; thence N 00°00'13" W, along the east line of said Lot 1, 207.88 feet; thence S 89°59'47" W, perpendicular to said east line, 12.50 feet for a place of beginning; thence S 00°00'13" E, parallel with said east line, 140.51 feet; thence S 45°00'00" W, 76.25 feet; thence S 89°59'47" W, parallel with the south line of said Lot 1, 119.26 feet; thence N 35°19'20" W, 21.48 feet; thence N 00°00'13" W, parallel with said east line, 176.40 feet; thence N 89°59'47" E, parallel with said south line, 26.26 feet; thence N 00°00'13" W, parallel with said east line, 0.50 feet; thence N 89°59'47" E, parallel with said south line, 159.33 feet to the place of beginning.

3/04/10

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT ("Subordination Agreement") made as of the _____ day of _____, 2_____, by and among Standard Insurance Company, c/o RBC Investment Services, LLC, 4100 Regent Street, Suite G, Columbus, Ohio 43219, Attn: Loan Servicing ("Lender"), Four-G, LLC, 9340 E. Central, Suite A, Wichita, Kansas 67206, Attention: James Korroch ("Tenant"), and The City of Wichita, a corporate body politic and political subdivision of the State of Kansas, c/o City Clerk, 455 N. Main, 13th Floor, Wichita, Kansas 67202 ("Landlord").

W I T N E S S E T H:

WHEREAS, pursuant to that certain WaterWalk Ground Lease No. 4 dated as of _____, 20___ (together with all addendums, amendments, modifications and supplements thereto is collectively hereinafter the "Lease"), with respect to the real property legally described on Exhibit A attached hereto (the "Demised Premises"), Tenant leases the Demised Premises;

WHEREAS, Lender has made, or may agree to make, a loan to Tenant (the "Loan") conditioned on, among other conditions, the full execution of this Subordination Agreement;

WHEREAS, the Loan will or may be secured by, among other things, a mortgage, assignment of the Lease and rents, and/or a security agreement (collectively the "Mortgage") made by Tenant to or for the benefit of Lender covering, among other things, Tenant's interest under the Lease, and Tenant's right, title and interest in and to the improvements constructed on the Demised Premises;

WHEREAS, the parties hereto desire to make the Landlord's fee interest in the Demised Premises subject and subordinate to the Mortgage, pursuant to the terms hereof.

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

1. Provided that the Loan proceeds are used for any costs associated with the development and construction of improvements by Tenant on the Demised Premises, the Landlord's fee interest in the Demised Premises, and any right, title and interest of Landlord in and to the improvements thereon, are and shall be subject and subordinate to the Mortgage and the lien thereof, to all the terms, conditions and provisions of the Mortgage and to each and every advance made or hereafter made under the Mortgage, and to all renewals, modifications, consolidations, replacements, substitutions and extensions of the Mortgage, but only until the "Expiration Date" of the "Term" of the Lease (as those terms are defined under the Lease); provided, however, and Lender agrees, that in the event of any act, omission or default by Tenant that would give Lender the right, either immediately or after the lapse of a period of time, to declare a default or breach under the Mortgage and elect one or more remedies, including but not limited to foreclosure of the Mortgage, Lender will not exercise any such right until it has given

written notice of such act, omission or default to Landlord and provided Landlord the right to cure for any applicable cure period set forth in the Mortgage. For purposes of the initial sentence in this paragraph, the proceeds of a loan that is limited to refinancing the remaining balance of an existing loan will be deemed to have been "used for any costs associated with the development and construction of improvements by Tenant on the Demised Premises" if the proceeds of the original loan were so used.

2. The terms and provisions of Article X of the Lease are incorporated by reference herein for the purpose of the parties confirming to each other that each shall have the rights and obligations set forth in said Article X of Landlord as "Landlord" thereunder, Tenant as "Tenant" thereunder, and Lender as "Leasehold Mortgagee" thereunder, as if Lender was an actual party to the Lease.

3. Any notice, demand, statement, request or consent made hereunder shall be effective and valid only if in writing, referring to this Subordination Agreement, signed by the party giving such notice, and delivered either personally to such other party, or sent by nationally recognized overnight courier delivery service or by certified mail of the United States Postal Service, postage prepaid, return receipt requested, addressed to the other party as follows (or to such other address or person as either party or person entitled to notice may by notice to the other party specify):

To Lender: Standard Insurance Company
c/o RBC Investment Services, LLC
4100 Regent Street, Suite G
Columbus, Ohio 43219
Attn: Loan Servicing

with a copy concurrently to: RBC Investment Services, LLC
4100 Regent Street, Suite G
Columbus, Ohio 43219
Attention: Legal Department

and

Standard Insurance Company
c/o StanCorp Mortgage Investors, LLC
19225 NW Tanasbourne Drive
Hillsboro, Oregon 97124
Attention: Mark Fisher

and

McEwen Gisvold LLP
1100 S.W. Sixth Avenue, Suite 1600
Portland, Oregon 97204
Attention: Don G. Carter, Esq.

To Tenant: Four-G, LLC
9340 E. Central, Suite A
Wichita, Kansas 67206
Attention: James Korroch

with a copy concurrently to: Adams Jones Law Firm, P.A.
1635 N. Waterfront Parkway, Suite 200
Wichita, Kansas 67206
Attention: Mert Buckley

To Landlord: c/o City Clerk
455 N. Main, 13th Floor
Wichita, Kansas 67202

Unless otherwise specified, notices shall be deemed given as follows: (i) if delivered personally, when delivered, (ii) if delivered by nationally recognized overnight courier delivery service, on the day following the day such notice is sent, or (iii) if sent by certified mail, three (3) days after such notice has been sent.

4. This Subordination Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Kansas.

5. A fully-executed original of this Subordination Agreement may be recorded with the Sedgwick County, Kansas, Register of Deeds against the Demised Premises by either party hereto or their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Subordination Agreement as of the day and year first above written.

"Lender"

Standard Insurance Company

By:_____
Name:_____
Title:_____

"Tenant"

Four-G, LLC

By:_____
Name: James E. Korroch
Title: Manager

"Landlord"

City of Wichita, Kansas

By:_____
Name: Carl Brewer
Title: Mayor

Attest:

_____
Printed Name: Karen Sublett
Title: City Clerk

Approved As To Form:

_____
Printed Name: Gary Rebenstorf
Title: City Attorney

Acknowledgments

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on _____, 2_____, by James E. Korrch, as Manager of Four-G, LLC.

_____
Notary Public

My Appointment Expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2_____, by _____, as _____ of Standard Insurance Company.

_____
Notary Public

My Appointment Expires: _____

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on _____, 2_____, by Carl Brewer, as Mayor of the City of Wichita, Kansas, a Kansas municipality.

_____
Notary Public

My Appointment Expires: _____

EXHIBIT A

Commencing at the easterly most south corner of Lot 1, Block 5, Waterwalk Phase 2 Addition, an addition to Wichita, Sedgwick County, Kansas; thence N 00°00'13" W, along the east line of said Lot 1, 207.88 feet; thence S 89°59'47" W, perpendicular to said east line, 12.50 feet for a place of beginning; thence S 00°00'13" E, parallel with said east line, 140.51 feet; thence S 45°00'00" W, 76.25 feet; thence S 89°59'47" W, parallel with the south line of said Lot 1, 119.26 feet; thence N 35°19'20" W, 21.48 feet; thence N 00°00'13" W, parallel with said east line, 176.40 feet; thence N 89°59'47" E, parallel with said south line, 26.26 feet; thence N 00°00'13" W, parallel with said east line, 0.50 feet; thence N 89°59'47" E, parallel with said south line, 159.33 feet to the place of beginning.

SIDEWALK ACCESS EASEMENT AGREEMENT

THIS SIDEWALK ACCESS EASEMENT AGREEMENT ("Agreement") is made by and among WATERWALK PLACE OWNERS' ASSOCIATION, a Kansas non-profit corporation ("WWP"), FOUR-G, LLC, a Kansas limited-liability company ("4-G") and the CITY OF WICHITA, KANSAS ("City") (WWP, 4-G, City and their successors and assigns are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties"); to be effective as of the date executed by all three Parties.

RECITALS

1. WWP is the owners association responsible for the maintenance and management of the "Common Area" (as that term is defined in the Declaration of WaterWalk Place, a Condominium Development, recorded on June 3, 2008, at Film 28980106 with the Sedgwick County, Kansas, Register of Deeds ("Declaration")), for the condominium ("Condo Building") located on that certain real property described on Exhibit One attached hereto as the Condo Tract Legal Description (the "Condo Tract"). The South wall of the Condo Building is located immediately North of the North property line of the Hotel Tract. There is a door on the South side of the Condo Building that opens onto a concrete pad and a West-to-East sidewalk ("Pad and Sidewalk") that provide ingress and egress from the South side of the Condo Building to and from the Southeast corner of the Condo Building. The Pad and Sidewalk lie within the Hotel Tract just South of the North property line of the Hotel Tract, as depicted on the ALTA/ACSM Land Title Survey of the Hotel Tract prepared by William K. Clevenger of Ruggles & Bohm, P.A., dated February 16, 2010 (the "Survey").

2. 4-G is or is contemplated to be the tenant under a long-term ground lease from City of that certain real property described on Exhibit Two as the Hotel Tract Legal Description (the "Hotel Tract").

3. The Parties desire to establish an easement for access, ingress and egress over the portion of Hotel Tract currently utilized for the Pad and Sidewalk as shown on Exhibit Three and the Survey (the "Access Easement Tract"), and to further establish the terms and obligations relating to the location and relocation of the Access Easement Tract and installation and maintenance of the Pad and Sidewalk.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Access Easement. The owner of Hotel Tract grants and conveys to each "Owner" (as that term is defined in the Declaration); their successors and assigns; WWP; each Owner's respective tenants and occupants; and each Owner's, tenant's and occupants respective subtenants, vendors, employees, agents, guests, family members and invitees; an appurtenant, non-exclusive, perpetual easement to run with the land for pedestrian access, ingress and egress over and across the (A) Access Easement Tract, and (B) such temporary access to additional portions of the Hotel Tract as may be reasonably necessary from time-to-time to maintain, repair and replace the Pad and Sidewalk as provided in this Agreement. Notwithstanding the foregoing, the easement granted in this instrument will cease and terminate at any time that City permanently waives or ceases all requirements to provide access and egress from the South side of the Condo Building.

2. Maintenance of Access Easement Tract. Except as provided is paragraph 3 below, WWP will maintain, repair and replace the Pad and Sidewalk on the Access Easement Tract. Such maintenance, repair and replacement shall include, but is not limited to (a) keeping and maintaining all surfaces in good, safe, clean and sightly condition; (b) repairing holes and significant surface cracks; (c) resurfacing the covered areas; and (d) removing snow, ice, surface water and debris.

3. Installation, Maintenance and Replacement Costs. All costs and expenses related to the maintenance, repair and replacement of the Pad and Sidewalk on the Access Easement Tract or any portion thereof will be borne by WWP so long as the Access Easement Tract is not used by the owner of the Hotel Tract or its successors and assigns, agents, customers, guests, occupants, invitees, licensees or tenants. From and after any time that the owner of the Hotel Tract or its successors and assigns, agents, customers, guests, occupants, invitees, licensees or tenants make substantial use of the Pad and Sidewalk, or the tenant of the Hotel Tract opens a hotel for business, the cost of maintaining, repairing and replacing the Pad and Sidewalk will be born equally by WWP and the tenant of the owner of the Hotel Tract, and the tenant of the owner of the Hotel Tract shall maintain, repair and replace the Access Easement Tract improvements.

4. Reimbursement. Upon a reasonable time after completion of any maintenance, repair or replacement to the Pad and Sidewalk improvements as permitted in Section 3 (but subject to the limitations set forth in Section 5, and Section 7 related to relocation of the Access Easement Tract), WWP or the tenant of the owner of the Hotel Tract, whichever is the Party performing the maintenance, repair or replacement will provide to the other such Party copies of the paid receipts for such work. The non-performing Party will reimburse the Party performing the work if and as required by Section 3 above within 15 days of receiving the receipts.

5. Maintenance Required Due to Negligent or Intentional Act or Omission. Notwithstanding Sections 2, 3 and 4 above, any maintenance, repair or replacement reasonably required to be performed on the Access Easement Tract that results from the negligent or

intentional act or omission of a Party (hereafter the "Responsible Party"), or the tenant, agent, employee or invitee of either the Responsible Party or the Responsible Party's tenant, will be the sole responsibility of the Responsible Party. The Responsible Party must promptly notify the other Party of the required maintenance, promptly cause such maintenance, repair or replacement to occur, and will be responsible for the costs and expenses related thereto. However, the City is only a Responsible Party for the repair or replacement reasonably required to be performed due to the negligent or intentional acts of the City and its agents and employees.

6. Failure to Perform Maintenance. If either Party fails to promptly perform or cause to be performed all maintenance, repair and replacement to the Access Easement Tract as may be required of a particular Party under this Agreement, the other Party may provide the failing Party with written notice detailing the maintenance, repair or replacement required to be performed, and if the failing Party does not cause such maintenance, repair or replacement to be completed within 30 days of receipt of such written notice, the Party delivering such written notice will have the right to perform or cause to be performed such maintenance, repair or replacement and charge the costs thereof to the failing Party. The failing Party must reimburse the performing Party such costs within 10 days of receiving an invoice for the work performed.

7. Relocation of the Pad and Sidewalk and Access Easement Tract . 4-G may relocate the Access Easement Tract and the Pad and Sidewalk at any time provided that City approves the relocation and reconstruction and replacement of the Pad and Sidewalk as satisfying any requirement to provide access and egress from the South side of the Condo Building. Such City approval shall not be unreasonably withheld or delayed. 4-G will bear the entire cost and expense of such relocation, reconstruction and replacement. Following any such relocation and replacement, the owner of the Condo Tract will share in the expenses of the subsequent repair, maintenance and replacement of the Pad and Sidewalk and the Access Easement Tract as provided in Sections 3 and 4 above, but owner of the Condo Tract will not be liable for any increased maintenance or replacement costs that result from any increased size of the Access Easement Tract or change of the materials used in the Pad and Sidewalk to more expensive materials to maintain, repair or replace than the concrete originally used for the Pad and Sidewalk.

8. Miscellaneous Provisions.

8.1 Temporary Closing. A Party may temporarily close the Access Easement Tract to perform any installation, maintenance, repair or replacement if said closure is limited to as short a term as is reasonably necessary to perform the required work, and the Party performing the work uses commercially reasonable efforts to coordinate the work and closure with all other Party.

8.2 Enforcement. If a Party fails to perform all of its obligations and covenants under this Agreement, the non-defaulting Party may file a legal action against the defaulting Party seeking legal or equitable remedies, or both. The prevailing Party is entitled to reimbursement from the losing Party for the reasonable costs and expenses incurred, including but not limited to court costs and reasonable attorneys' fees.

8.3 Covenants Running With the Land. This Agreement, and all of the provisions contained herein and all of the rights and obligations hereunder, shall be and constitute covenants running with the fee simple estate of Condo Tract and Hotel Tract and will bind all present and future owners and leasehold owners thereof.

8.4 Agreement Nonassignable. The rights and obligations under this Agreement may not be assigned except proportionally as part of an assignment or conveyance of any interest in the Condo Tract or Hotel Tract; but rather such rights and obligations will inure to the burden and benefit of the Parties, and any purported assignment of this Agreement is void and of no effect. Notwithstanding the foregoing language of this Section 8.4, nothing shall be construed as limiting any rights to freely transfer, convey and assign any portion of Condo Tract or Hotel Tract.

8.5 Notices. For purposes of this Agreement, any notice, demand, consent, report or other communication required or permitted under this Agreement must be in writing and will be effective at the earliest of (a) its actual delivery, (b) the first business day following its deposit with an overnight courier, charges prepaid, or (c) the third business day following its deposit in the United States certified or registered mail, return receipt requested, postage prepaid.

To 4-G: Four-G, LLC
Attn: James E. Korroch
9340 E. Central, Suite A
Wichita, Kansas 67206

To WWP: WaterWalk Place Owners' Association
Attn: Doulas G. Rupe
515 S. Main, Suite 114
Wichita, Kansas 67202

To City: City of Wichita
c/o City Clerk
455 N. Main, 13th floor
Wichita, Kansas 67202

8.6 Waiver. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Agreement. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver of such Party of the rights thereof under this Agreement.

8.7 Severability. If any provision of this Agreement or the application thereof to any entity or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other entity or circumstance will not be affected thereby and must be enforced to the greatest extent permitted by law.

8.8 Amendment. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought.

8.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

8.10 Binding Agreement. The provisions of this Agreement apply to, inure to the benefit of and bind the Parties and the respective successors and representatives thereof, including, without limitation, any mortgagee acquiring an interest in any portion of Condo Tract or Hotel Tract, or any improvements thereon, by reason of foreclosure, deed or assignment in lieu of foreclosure or purchase at foreclosure sale; but any such mortgagee may not incur or be required to assume any obligation under this Agreement unless and until such mortgagee has so acquired an interest in any portion of Condo Tract or Hotel Tract, or any improvements thereon by reason of foreclosure, deed or assignment in lieu of foreclosure or purchase at foreclosure sale.

8.11 Interpretation. No provision of this Agreement may be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have structured or dictated such provision.

8.12 Governing Law. This Agreement and the obligations of the Parties hereunder must be interpreted, construed and enforced in accordance with the laws of the State of Kansas.

FOUR-G, LLC	WATERWALK PLACE OWNERS' ASSOCIATION
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

Attest:

By: _____
Karen Sublett, City Clerk

Approved as to Form by City Attorney:

By: _____
Gary E. Rebenstorf, City Attorney

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

This instrument was acknowledged before me on this ____ day of _____, 2010, by _____, as _____ of Four-G, LLC, a Kansas limited liability company.

_____
Notary Public

My commission expires: Notary Printed Name:

_____ _____

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

This instrument was acknowledged before me on this ____ day of _____, 2010, by _____, as _____ of WaterWalk Place Owners' Association, a Kansas not for profit corporation.

_____
Notary Public

My commission expires: Notary Printed Name:

_____ _____

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

This instrument was acknowledged before me on this ____ day of _____, 2010, by Carl Brewer, as Mayor of the City of Wichita, Kansas.

_____
Notary Public

My commission expires:

_____

Notary Printed Name:

_____

<u>Exhibit One</u>
(Condo Tract Legal Description)

A tract of platted land lying in the Southeast Quarter, Section 20, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, being out of Lot One (1), Block Five (5) of the WATERWALK PHASE 2 ADDITION, to the City of Wichita, Sedgwick County, Kansas recorded in Book 2883, Page 0575. Said tract of land being particularly described as follows:

COMMENCING at the north end of the cutback at the intersection of the west right-of-way line of Main Street and the North right-of-way line of Dewey Street as described in WATERWALK PHASE 1 ADDITION, an addition to the City of Wichita, Sedgwick County, Kansas, the Southeast corner of said Lot One (1); THENCE North 00°00'13" West, along and with the west right-of-way line of Main Street, the East line of said Lot One (1), a distance of 207.88 feet to the Southeast corner and POINT OF BEGINNING of this tract; THENCE South 89°59'47" West, departing said West right-of-way line, a distance of 171.83 feet; THENCE South 00°00'13" East, a distance of 0.50 feet; THENCE South 89°59'47" West, a distance of 62.50 feet; THENCE North 00°00'13" West, a distance of 333.33 feet; THENCE North 89°59'47" East, a distance of 62.50 feet; THENCE South 00°00'13" East, a distance of 0.50 feet; THENCE North 89°59'47" East, a distance of 171.83 feet to a point on the west right-of-way line of Main Street, the East line of said Lot One (1); THENCE South 00°00'13" East, along and wit h said right-of-way line, a distance of 332.33 feet to the POINT OF BEGINNING.

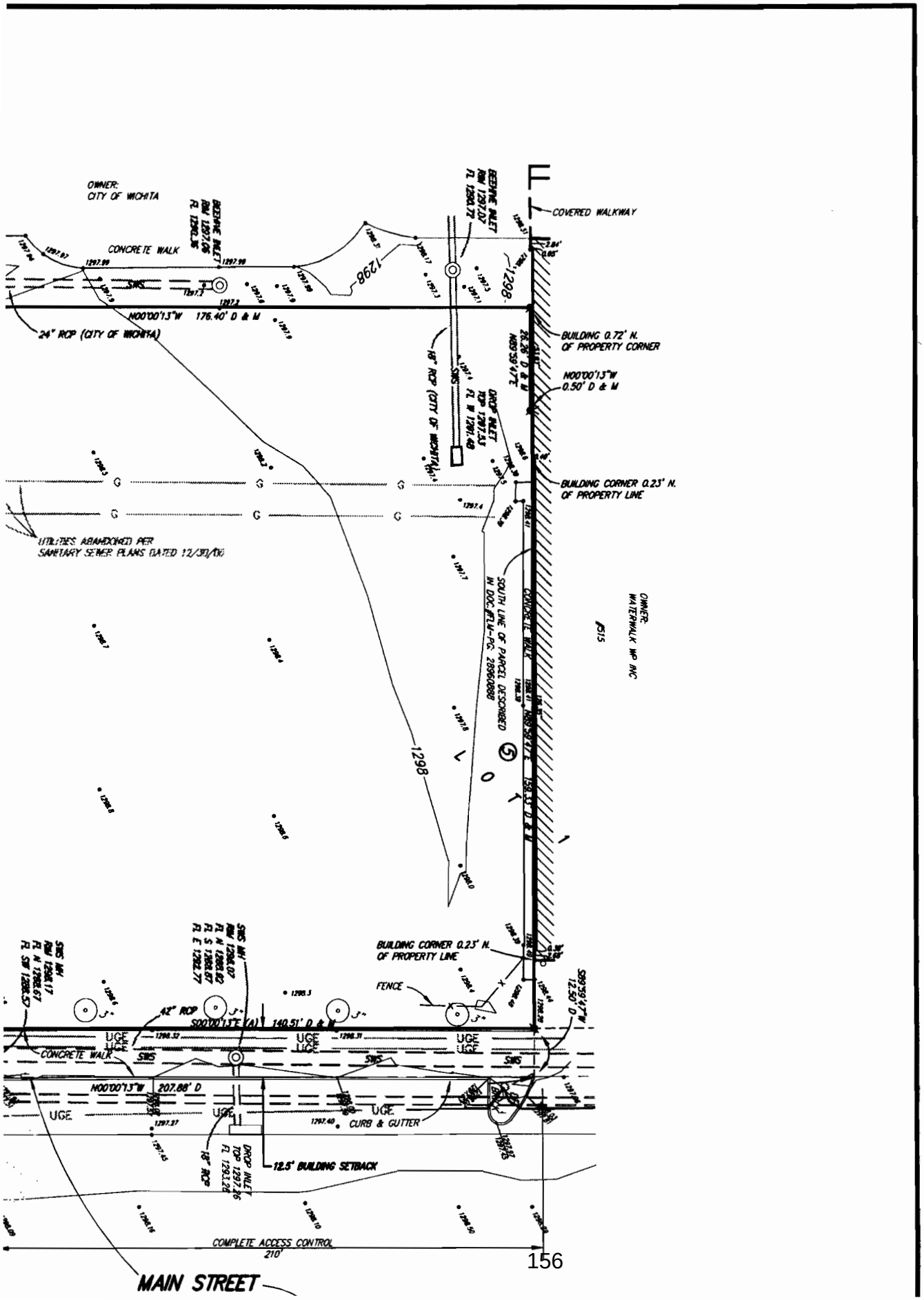
<u>Exhibit Two</u>
(Hotel Tract Legal Description)

Commencing at the easterly most south corner of Lot 1, Block 5, Waterwalk Phase 2 Addition, an addition to Wichita, Sedgwick County, Kansas; thence N00°00'13"W, along the east line of said Lot 1, 207.88 feet; thence S89°59'47"W, perpendicular to said east line, 12.50 feet for a place of beginning; thence S00°00'13"E, parallel with said east line, 140.51 feet; thence S45°00'00"W, 76.25 feet; thence S89°59'47"W, parallel with the south line of said Lot 1, 119.26 feet; thence N35°19'20"W, 21.48 feet; thence N00°00'13"W, parallel with said east line, 176.40 feet; thence N89°59'47"E, parallel with said south line, 26.26 feet; thence N00°00'13"W, parallel with said east line, 0.50 feet; thence N89°59'47"E, parallel with said south line, 159.33 feet to the place of beginning.

Exhibit Three

(Access Easement Tract)
Drawing Showing Location of Pad and Sidewalk

(see attached)


OWNER:
CITY OF WICHITA
CONCRETE WALK
COVERED WALKWAY
N00°00'13"W 176.40' D & M
24" RCP (CITY OF WICHITA)
BUILDING 0.72' N. OF PROPERTY CORNER
N00°00'13"W 0.50' D & M
BUILDING CORNER 0.23' N. OF PROPERTY LINE
UTILITIES ABANDONED PER SANITARY SEWER PLANS DATED 12/30/00
SOUTH LINE OF PARCEL DESCRIBED IN DOC. #FLM-PG. 28960888
OWNER:
WATERWALK WP INC
1298
BUILDING CORNER 0.23' N. OF PROPERTY LINE
FENCE
42" RCP
S00°00'13"E (A) 140.51' D & M
CONCRETE WALK
N00°00'13"W 207.88' D
CURB & GUTTER
12.5' BUILDING SETBACK
COMPLETE ACCESS CONTROL
210'
MAIN STREET

OWNER AGREEMENT

This AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2010, by and among Marriott International, Inc., a Delaware corporation ("Franchisor"), Four-G, LLC, a Kansas limited liability company ("Franchisee"), and City of Wichita, Kansas ("Owner").

W I T N E S S E T H:

WHEREAS, Franchisor and Franchisee are parties to that certain Franchise Agreement dated as of January 6, 2010 (as may be amended from time to time, the "Franchise Agreement") relating to the Hotel (as defined in the Franchise Agreement); and

WHEREAS, Owner represents and warrants that it holds fee title to the land used in connection with (and constituting part of) the Hotel as further described in Exhibit 1 hereto (the "Ground"); and

WHEREAS, Franchisee and Owner have entered into a Waterwalk Ground Lease dated _____ (the "Ground Lease") pursuant to which Franchisee will lease the Ground from Owner; and

WHEREAS, Owner, Franchisee and Franchisor desire that the Hotel be operated as a Fairfield Inn & Suites by Marriott pursuant to the terms and conditions of the Franchise Agreement and this Agreement.

NOW, THEREFORE, the parties, in consideration of the premises and the undertakings and commitments of each party set forth herein, agree as follows:

1. Termination of, or Default Under, the Franchise Agreement.

Franchisor will promptly send Owner a copy of any default or termination notice sent to Franchisee pursuant to the Franchise Agreement at the same time the termination notice is sent to Franchisee.

2. Termination of, or Default Under, the Ground Lease; Franchisor's Right to Cure.

Owner shall notify Franchisor and Franchisee promptly of any default by Franchisee under, or pending or actual termination or expiration of, the Ground Lease that is to occur prior to expiration of the Franchise Agreement. Franchisor shall have the right, but shall not be obligated, to cure any default by Franchisee under the Ground Lease as follows: (a) within five (5) days after Franchisor's receipt of a default notice from Owner in the event the alleged default is a failure by Franchisee to pay any of its monetary obligations under the Ground Lease, the Franchisor shall have the right to cure such monetary default; or (b) within thirty (30) days after Franchisor's receipt of a default notice from Owner in the event the alleged default is not a failure by Franchisee to pay any of its monetary obligations under the Ground Lease; provided, however, that if any default described in this clause (b) cannot reasonably be cured by Franchisor within thirty (30) days, Owner agrees that the thirty (30) day period shall be extended for so long as Franchisor is diligently attempting to either cure such default or to acquire Franchisee's interest under the Ground Lease.

3. Nondisturbance; Franchisor's Right of First Refusal; Owner's Transfer Restrictions.

A. So long as Franchisee is not in default of the Ground Lease after notice and time to cure, Owner agrees for itself and for its successors in interest that, Franchisee's possession of the Ground and Franchisee's other rights under the Ground Lease will not be disturbed by Owner during the term of the Ground Lease and that Owner will recognize and abide by the provisions of the Ground Lease and the Franchisee's rights thereunder.

B. Owner consents to Franchisee granting Franchisor a right of first refusal to purchase Franchisee's interest in the Hotel as provided in Paragraph 17.4. of the Franchise Agreement ("Franchisor's Right of First Refusal") and acknowledges and agrees that any right of first refusal of Owner under the Ground Lease is, and shall remain, subordinate and subject to Franchisor's Right of First Refusal. Upon exercise of Franchisor's Right of First Refusal, Franchisee and Owner agree that Franchisee shall assign its rights under the Ground Lease to Franchisor.

C. No transfer of the Ground, Owner's interest in the Ground Lease, or an ownership interest in Owner shall be made to (i) a "Specially Designated National or Blocked Person" or a "Competitor" (in each case, used herein as defined in the Franchise Agreement) or (ii) an entity in which a Specially Designated National or Blocked Person or a Competitor has an interest.

D. Owner acknowledges that Franchisor's rights under this Section 3 are real estate rights in the Hotel and the Ground. Franchisor is entitled to file a record of such interest in and among the appropriate real estate records of the jurisdiction in which the Ground is located, and Owner shall cooperate as requested by Franchisor in such filing. Franchisor agrees that it shall prepare, execute and record, at Franchisor's cost and expense, a notice of termination of its rights under this Section 3 promptly following the expiration or earlier termination of the Franchisor's Rights of First Refusal pursuant to the Franchise Agreement in and among the appropriate real estate records of the jurisdiction in which the Ground is located, which notice of termination shall be in recordable form and otherwise in form and substance reasonably satisfactory to Owner.

4. Notices.

A. All notices, requests, demands, statements, and other communications required or permitted to be given under the terms of this Agreement shall be in writing and delivered by hand against receipt, sent by certified mail (postage prepaid and return receipt requested), or carried by reputable overnight/international courier service, to the respective party at the following addresses:

If to Franchisor:
Marriott International, Inc.
Franchise Attorney
Law Department 52/923.25
10400 Fernwood Road
Bethesda, MD 20817

If to Franchisee:
Four-G, LLC
9340 E. Central Avenue, Suite A
Wichita, KS 67206
Attn: James E. Korroch, Manager
Email: lfirestone@aghospitality.com

If to Owner: City of Wichita, Kansas
c/o City Clerk
455 N. Main, 13th Floor
Wichita, KS 67202

Any notice shall be deemed to have been given at the date and time of: (A) receipt or first refusal of delivery, if sent via certified mail or delivered by hand; or (B) one day after posting if sent via overnight commercial delivery service.

5. Indebtedness.

Owner shall not incur or allow to exist, during the term of the Franchise Agreement, any indebtedness of Owner that is secured by a lien on or mortgage on the Ground or Owner's reversionary interest in the Hotel without providing both Franchisee and Franchisor with a fully executed Subordination, Non-Disturbance and Attornment Agreement ("SNDA") from the holder of such indebtedness, which SNDA is in form and substance acceptable to both Franchisor and Franchisee in their reasonable discretion.

6. Operation of the Hotel.

The Hotel shall be operated by Franchisee as a Fairfield Inn & Suites by Marriott for the term of the Franchise Agreement.

7. Successors and Assigns.

This Agreement shall run to the benefit of and be binding upon the parties hereto and their approved successors and assigns. Franchisor shall have the right to Transfer this Agreement to any person or legal entity without prior notice to, or consent of, Owner or Franchisee, provided the transferee assumes Franchisor's obligations to Owner, and Franchisee under this Agreement. Owner and Franchisee hereby acknowledge and agree that any such Transfer shall constitute a release and novation of Franchisor with respect to this Agreement. This Agreement shall not be assigned by Owner or Franchisee without Franchisor's prior written consent.

(Signatures appear on the next page)

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Owner Agreement, under seal, as of the date first above mentioned.

FRANCHISOR:

ATTEST:

MARRIOTT INTERNATIONAL, INC.

_____
Assistant Secretary

By: _____(SEAL)
Name:
Title:

FRANCHISEE:

WITNESS:

FOUR-G, LLC
a Kansas limited liability company

_____
Witness

By: _____(SEAL)
Name: James E. Korroch
Title: Manager

OWNER:

ATTEST:

CITY OF WICHITA, KANSAS

_____
City Clerk

By: _____(SEAL)
Name: _____
Title: _____

Approved as to form:

By: _____
Name: _____
Title: City Attorney

Exhibit 1 to
Owner Agreement

Description of Property

Commencing at the easterly most south corner of Lot 1, Block 5, Waterwalk Phase 2 Addition, an addition to Wichita, Sedgwick County, Kansas; thence N00°00'13"W, along the east line of said Lot 1, 207.88 feet; thence S89°59'47"W, perpendicular to said east line, 12.50 feet for a place of beginning; thence S00°00'13"E, parallel with said east line, 140.51 feet; thence S45°00'00"W, 76.25 feet; thence S89°59'47"W, parallel with the south line of said lot 1, 119.26 feet; thence N35°19'20"W, 21.48 feet; thence N00°00'13"W, parallel with said east line, 176.40 feet; thence N89°59'47"E, parallel with said south line,26.26 feet; thence N00°00'13"W, parallel with said east line, 0.50 feet; thence N89°59'47"E, parallel with said south line, 159.33 feet to the place of beginning.

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Approval of Recovery Zone Resolution (City of Wichita)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the Resolution.

Background: Recovery Zone Bonds are a new type of bond created by the American Recovery and Reinvestment Act to help stimulate economically distressed areas. Recovery Zone Facility Bonds are federally tax exempt bonds that were created to encourage investment in privately owned or used projects and can provide the issuer with a lower cost of capital. Facility bonds are a form of Industrial Revenue Bonds and may be used for virtually any private purpose projects.

On April 16, 2010, City Council approved a letter of intent to issue Industrial Revenue Bonds totaling $14,000,000 for Cargill, Incorporated ("Cargill"). Cargill is a national company with a number of divisions primarily focused on food production. The Cargill Oilseeds Division has an existing facility located at 1401 North Mosley in Midtown Wichita. Cargill plans to expand the facility and add new machinery and equipment in order to retain its existing workforce of 45 employees. Cargill has requested the City seek an allocation of Recovery Zone Bonds from the State of Kansas for their expansion project.

Analysis: The State of Kansas received a federal allocation of Recovery Zone bonds which were originally allocated to cities and counties in Kansas. Wichita and Sedgwick County did not receive an initial allocation because allocations were based on 2008 unemployment statistics, which predated the impact of the economic downturn in Wichita. Currently, the State has recovered approximately $27 million in Recovery Zone Facility Bonds for reallocation this summer. The amount of Recovery Zone Bond reallocation may increase if bonds having allocations are not issued by June 30, 2010. The State will begin accepting applications for the summer reallocation of this bond capacity starting July 1.

In order to apply for an allocation of Recovery Zone Bonds, the City of Wichita must pass a resolution declaring the project area, or the entire City as a Recovery Zone. A Recovery Zone is any area designated by the issuer in any reasonable manner using good faith discretion as having significant poverty, unemployment, rate of home foreclosures, or general distress. The entire City of Wichita qualifies as a Recovery Zone as the significant unemployment increases, especially in the aviation sector, have impacted the community. Designating the entire City a Recovery Zone will allow financing of additional projects without additional designations.

Cargill is requesting an allocation of Recovery Zone Bonds in order to benefit from the lower interest rates that come with tax-exempt bonds. The federal tax code provisions governing the issuance of tax-exempt bonds allows manufacturing businesses to finance production facilities with tax-exempt bonds, provided that the business' capital expenditures relating to the financed facilities do not exceed $20,000,000 over a 6-year period going back three years and forward three years from the date of issuance, and that the company's total principal amount of outstanding tax-exempt bonds does not exceed $40,000,000 nationwide. Recovery Zone Bonds are not subject to the above limitations. Cargill reports that it has reached the $40,000,000 limit in tax-exempt bond financing and therefore could not use tax-exempt bond financing for this project without using Recovery Zone Bonds.

Financial Considerations: There is no financial impact by designating the City a Recovery Zone.

Goal Impact: Economic Vitality and Affordable Living. Providing access to Recovery Zone Facility Bonds encourages Cargill and other eligible companies to invest in capital improvements.

Legal Considerations: The City's Law Department has approved the attached Resolution as to form.

Recommendations/Actions: It is recommended that City Council adopt the Resolution designating the City of Wichita a Recovery Zone for the purpose of accessing Recovery Zone Facility Bonds.

Attachments: Resolution

RESOLUTION NO. 10-153

A RESOLUTION DESIGNATING A RECOVERY ZONE PURSUANT TO THE AMERICAN RECOVERY AND REINVESTMENT TAX ACT OF 2009 FOR THE PURPOSE OF ISSUING RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS AND RECOVERY ZONE FACILITY BONDS.

WHEREAS, the City of Wichita, Kansas (the "City") may receive certain allocations of the national recovery zone economic development bond limitation ("Economic Development Bond Allocation") and/or the national recovery zone facility bond limitation ("Facility Bond Allocation") from the State of Kansas pursuant to the American Recovery and Reinvestment Tax Act of 2009 (the "ARRA"); and

WHEREAS, the Economic Development Bond Allocation is available for the City's issuance of Recovery Zone Economic Development Bonds, which are governmental bonds to be issued, pursuant to Section 1400U-2 of the Internal Revenue Code of 1986, as amended (the "Code"), for expenditures for purposes of promoting development or other economic activity in a recovery zone; and

WHEREAS, the Facility Bond Allocation is available for the City's issuance of Recovery Zone Facility Bonds, which are qualified private activity bonds to be issued, pursuant to Section 1400U-3 of the Code, for expenditures to be used for property located in a recovery zone; and

WHEREAS, the City desires, in order to issue Recovery Zone Economic Development Bonds and Recovery Zone Facility Bonds (collectively, "Recovery Zone Bonds"), to designate a "recovery zone" within the jurisdiction of the City, that the City determines has significant poverty, unemployment, rate of home foreclosures, or general distress, pursuant to Section 1400U-1 of the Code; and

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

Section 1. Conditions of the Recovery Zone. The governing body hereby finds and determines that the Recovery Zone (as defined in Section 2 hereof) has suffered from the following during the calendar years 2008, 2009 and 2010:

1. Significant increases in unemployment;
2. A significant increase in the rate of home foreclosures;
3. General distress caused by economic conditions;

Section 2. Designation of the Recovery Zone. Based upon the findings and determinations above and pursuant to the Section 1400U-1(b) of the Code, the governing body hereby designates the entire area within the corporate limits of the City as the City's "Recovery Zone".

Section 3. Further Action. The appropriate staff and officers of the City are authorized and directed (i) to work with the State of Kansas and Sedgwick County to obtain any necessary or desirable Economic Development Bond Allocation and Facility Bond Allocation, (ii) to take all necessary steps to identify appropriate projects for which the issuance of Recovery Zone Bonds will alleviate or cure the poverty, unemployment, rate of home foreclosures and general distress present in the Recovery Zone; (iii) to identify other economic development incentives and programs which may be available under Federal or State law to alleviate or cure the poverty, unemployment, rate of home foreclosures and general distress present in the Recovery Zone; and (iv) to work with the Kansas Department of Commerce to plan for issuance Recovery Zone Bonds for identified projects.

Section 4. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

[Remainder of Page Intentionally Left Blank]

ADOPTED by the Governing Body of the City of Wichita, Kansas this 8th day of June, 2010.

CITY OF WICHITA, KANSAS

[seal]

By_____
Carl Brewer, Mayor

ATTEST:

By_____
Karen Sublett, City Clerk

Approved as to form:

By_____
Gary Rebenstorf, City Attornry

TWG REF: 334625
Recovery Zone Resolution

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Water Distribution System to serve an area along Elm, west of Sheridan (District VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the petition.

Background: The signatures on the petition represent four of six (66.7%) resident owners and 44% of the improvement district area. District VI Advisory Board sponsored a May 3, 2010, neighborhood hearing on the project. The Board voted 6-0 to recommend approval of the project.

Analysis: The project will construct a water distribution system for a partially developed area along Elm, west of Sheridan.

Financial Considerations: The estimated construction cost is $25,000. The petition also provides for a main benefit fee in the amount of $2,744 for a total budget of $27,744. The method of assessment is the front foot basis. The estimated assessment to individual properties for the construction of the project is $59.09 per front foot of ownership. The main benefit fee is $0.026 per square foot of ownership.

Goal Impact: This project addresses the Efficient Infrastructure goal by extending a water distribution system to a partially developed area.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or owners of the majority of property in the improvement district.

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

Attachments: Map, CIP Sheet, assessment roll, petition and resolution.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE

To Initiate Project: X

To Revise Project:

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	5/14/2010	Water Distribution System for part of Dave Gardens Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2010	

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

12. Project Cost Estimate

ITEM	GO	SA	OTHER	TOTAL
Right of Way				
Paving				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		$23,744		$23,744
Streetscape				
Totals		523,744		523,744
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

66.7% Petition

**Water Utility

448-80482

13. Recommendation:

Approve the Petition and Adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle on June 11, 2010

RESOLUTION NO. 154

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90482 (ALONG ELM, WEST OF SHERIDAN) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90482 (ALONG ELM, WEST OF SHERIDAN) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90482 (along Elm, west of Sheridan).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Twenty-Five Thousand Dollars ($25,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost 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 May 1, 2010, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Two Thousand Seven Hundred Forty-Four Dollars ($2,744).

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:

DAVIS GARDENS ADDITION
Lots 29-31 Inclusive
Lot 37

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

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

SECTION 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.

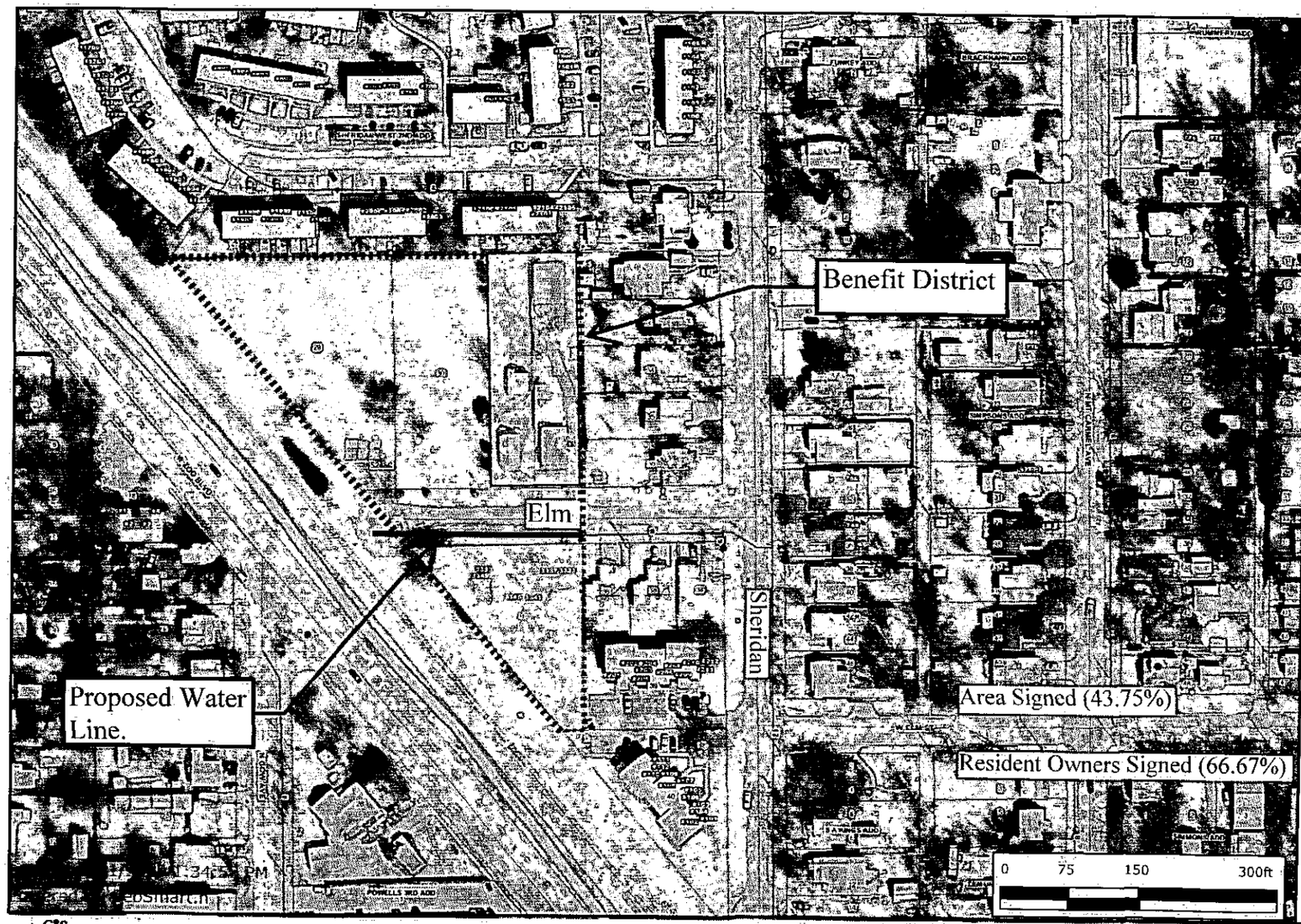
PASSED by the governing body of the City of Wichita, Kansas, this 8th day of June, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

Aerial Showing the Area Signed



Label Structure Addresses
Label SubDiv Lot Num
Label SubDiv
Hydrant Schematic
Property Parcels
Water Lines Schematic
Roads
State Highway
US Federal Highway
Interstate
KTA
Arterial
Collector
Minor
Ramp
Quarter Section
Parks
Airports
SDERASTER.S-DEDATA.ORTH-O
City Limits
Andale
Bel Aire
Bentley
Cheney
Clearwater
Colwich
Derby
Eastborough
Garden Plain
Goddard
Haysville
Kechi
Maize

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.

Estimated assessments for extending a water line on Elm, west of Sheridan									05/11/10		cost	$25,000.00		
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Front Footage	Estimated Assessment*	Main Assessment***	Total Assessment	Annual Payment**	Resident Owners	area rate	105805 0.23628373	Area Signed	Res. Own. Signed
DAVIS GARDENS ADD												$59.09		
D 073320003	WOOD, LARRY E & PATSY L YEAGER 1035 N GOW WICHITA KS 67203	3220 W ELM	LOT 29	34375	35.9	$2,121	$894	$3,015	$222	2				
D 073320004	WOOD, LARRY E & PATSY L YEAGER 1035 N GOW WICHITA KS 67203		LOT 30	25000	100	$5,909	$650	$6,559	$483	repeat				
D 073320005	HATHAWAY, PATRICIA L	3230 W ELM	LOT 31 EXC E1/2	12500	50	$2,955	$325	$3,280	$241	1			12500	1
D 073320006	SIMPSON, KEITH	3228 W ELM	E 1/2 LOT 31	12500	50	$2,955	$325	$3,280	$241	1			12500	1
D 073320012	NIEDENS, DENNIS R & KIMBERLY D 1143 N DENENE WICHITA KS 67212		LOT 37	21180	187.18	$11,061	$551	$11,611	$854	2			21180	2
			Totals:	105555	423.08	$25,000	$2,744	$27,744		6			46180	4

Abbreviations:
etal = and others
etux = and wife
etvir. = and husband
nr = non resident

* Estimated assessment for water line construction based on $59.09 per front foot basis excluding inflation, and/or temporary financing.
This cost does not include the Tap Fee, currently $850, Water Plant Equity Fee, currently $1,520, or the cost of a plumber.

Area Signed 43.75%
Resident Owners Signed 66.67%

** Estimated Annual escrow payment based on 4% bond sale rate, and spread over 20 years (last Bond Sale, 3.63%)

BREAKDOWN OF PROJECT COSTS

Amount assessed to the improvement district	$25,000
Add: City Share for dee end mains (0%)	$0
Add: Main Assessment***	$2,744
Total Estimated project cost	$27,744

*** The main assessment is based on $0.026 per square foot.

RECEIVED
APR 23 '10
CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

448-90482

Davis Gardens Addition
Lots 29-31 Inclusive
Lot 37

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

(a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(along Elm, West of Sheridan)

(b) That the estimated and probable cost of the foregoing improvements being **Twenty Five Thousand Dollars ($25,000)** exclusive of the cost of interest on borrowed money, with **100%** percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after **May 1, 2010.**

(c) 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 **Two Thousand Seven Hundred Forty-Four Dollars ($2,744)**

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

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for

the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Front Foot** basis:

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

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

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

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

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

LEGAL DESCRIPTION Davis Gardens Addition	SIGNATURE	DATE
LOTS 29 -30	WOOD, LARRY E & PATSY L YEAGER	

LOT 31 EXC E1/2	HATHAWAY, PATRICIA L
E 1/2 LOT 31	SIMPSON, KEITH
LOT 37	NIEDENS, DENNIS R & KEMBERLY D

AFFIDAVIT

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

Name

1430 Killarney Cir
Address
Wichita, Ks 67230

316-304-5550
Telephone Number

Sworn to and subscribed before me this 23rd day of April, 2010.

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Deborah A. Padlock
Deputy City Clerk

Agenda Item No. III-5

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Rename West Side Athletic Field complex the Kansas Baseball Hall of Fame Athletic Fields. (District IV)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Rename West Side Athletic Field complex the Kansas Baseball Hall of Fame Athletic Fields.

Background: The West Side Athletic Field complex, located at 571 N. McLean Boulevard, has been a central part of youth sports in Wichita since the 1940's when the land was acquired by the Board of Park Commissioners. The complex consists of five baseball/softball fields, concession stands and restroom facilities. Spring, summer, and fall games are played on the fields by youth and adults. In December 2009, the Department of Park and Recreation entered into a lease agreement with Friends University for use of the main field for their baseball program.

On April 19, 2010 the Board of Directors from the Kansas Baseball Hall of Fame petitioned the Board of Park Commissioners to rename the West Side Athletic Field complex the Kansas Baseball Hall of Fame Athletic Fields to honor Kansas Baseball Players. The Board voted 5 – 1 to approve renaming the field.

Analysis: City Council Policy 13 establishes the requirements and procedures for the naming or re-naming of public facilities. The policy calls for a seven-member committee consisting of residents appointed by the Mayor and City Council to make a recommendation for City Council consideration. On March 4, 2003, the City Council approved the Board of Park Commissioners to serve as the naming advisory committee for parks and open space.

Financial Consideration: Cost to the Department of Park and Recreation will be repainting signage at the fields and continued maintenance of the fields.

Goal Impact: The name change will improve Quality of Life by honoring members of the Kansas Baseball Hall of Fame and it will create inspiration among current baseball players.

Legal Consideration: The Board of Park Commissioners action as naming advisory committee for park and recreation areas is consistent with the provisions of City Council Policy 13.

Recommendation/Actions: Rename West Side Athletic Field complex.

Attachment: None.

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: COPS Grant Application

INITIATED BY: Wichita Police Department

AGENDA: New Business

Recommendation: Approve submission of updated application.

Background: On May 5, 2009, City Council approved the Wichita Police Department's application for $2,045,970 in grant funding through the U.S. Department of Justice COPS Hiring Recovery Program to hire ten new police officers. WPD was awarded $409,194 to cover salary and benefits for two new police officers for a period of three years. These two officers are currently going through the training academy.

WPD was recently notified by the COPS office that the scoring methodology used to allocate funding for the 2009 grant process resulted in certain agencies receiving less funding than they should have. WPD was identified as one of these agencies and therefore will receive COPS grant funding in 2010.

Analysis: WPD plans to resubmit the original application in an effort to receive funding for the eight officers that were not funded through the 2009 process. Updated application information must be submitted to the COPS office by June 16, 2010. If awarded funding, the additional officers would be included in the January, 2011 recruit class.

Financial Considerations: The updated COPS grant application will be for a total of $1,655,882 to cover the first three years of salary and benefits for eight additional police officers. Officers acquired through COPS grant funding must be maintained by the recipient agency for at least one year following the three year grant period. Salary and benefits to be absorbed by the general fund beginning in the fourth year are projected to total $601,611.

	2011	2012	2013	2014
2010 COPS grant	$525,450	$553,434	$576,998	0
General Fund	0	0	0	$601,611
Total	$525,450	$553,434	$576,998	$601,611

Goal Impact: Under the City of Wichita's Safe and Secure Initiative, the eight additional officers will help to ensure the Police Department can continue its emphasis on the community policing philosophy. This philosophy relies on the positive interactions between the police, other public servants and community members to serve our community's needs regarding safety, crime prevention, and crime-related quality-of-life issues.

Legal Considerations: None.

Recommendations/Actions: It is recommended the City Council approve the submission of an updated application for COPS grant funding.

Attachments: Letter from COPS office.

COPY

Wichita Police Dept
Received
MAY 17 2010
Office of the Chief

U.S. Department of Justice
Office of Community Oriented Policing Services (COPS)

Office of the Deputy Director for Operations
1100 Vermont Avenue, NW
Washington, D.C. 20530

May 7, 2010

Chief Norman Williams
Wichita Police Department
455 N. Main Street, 4th Floor
Wichita, KS 67202

RE: COPS Hiring Recovery Program – Funding Methodology Correction

Dear Chief Williams:

This letter is in follow-up to my telephone call to your agency informing you of a change to the formula the COPS Office used to score and rank grant applications under our 2009 COPS Hiring Recovery Program (CHRP). As you may know, COPS received a total of 7,272 applications under CHRP, and in July 2009 we awarded funding to 1,046 agencies (approximately 14 percent of the applicants). To select CHRP grantees, COPS developed a methodology that scored and ranked each applicant based on data related to their fiscal and economic conditions, crime rates, and community policing activities.

As I indicated during my call, an enhancement to our scoring methodology was identified during an audit of the CHRP program conducted by the Department of Justice Office of the Inspector General, which impacted 40 agencies that either should have received grants but did not or received fewer officers than they should have under our funding protocol. **Your agency was one of those affected by this scoring revision, and thus will receive funding in FY 2010.** The COPS Office plans to remedy the issue by applying the improved scoring formulas, and then by awarding appropriate grant funds during the current fiscal year under the 2010 COPS Hiring Program (CHP).

So, what does your agency need to do? Well, for us to move forward with funding your agency, COPS will need updated application data so that your request can be processed based on current information. The application update period will open on **Wednesday, June 2, 2010**, and you will have until **11:59 p.m. E.D.T. on Wednesday, June 16, 2010**, to submit your application updates through the COPS Office website. Your agency *must* submit an updated application by the deadline to avoid further delays in processing your award.

Similar to CHRP, CHP provides funding directly to state, local and tribal law enforcement agencies nationwide to hire and/or rehire full-time sworn officers to increase their community policing capacity and crime prevention efforts. CHP grants will provide 100 percent funding for approved entry-level salaries and benefits for three years (36 months) for newly-

hired, full-time sworn officer positions, or for rehired officers who have been laid off or are scheduled to be laid off on a future date as a result of local budget cuts. Up to $298 million was appropriated and is available for CHP in fiscal year 2010.

Additional detailed information on the CHP application update process will be sent to your agency at the end of May. If you have any questions about the scoring methodology changes or our plans to remedy the affected applicant and grantee agencies, please feel free to contact me directly at (202) 616-2876. If you have any general questions about how to update your application once the online system becomes available on June 2nd, please contact the COPS Office Response Center at (800) 421-6770, or by e-mail at **CHP2010@usdoj.gov**.

On behalf of the COPS Office, I thank you for your time and cooperation during the CHP application update process.

Sincerely,

Robert A. Phillips

Robert A. Phillips
Deputy Director for Operations

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

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

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolution.

Background: On April 20, 2010, a report was submitted with respect to the dangerous and unsafe conditions on the properties listed below. The Council adopted a resolution providing for a public hearing to be held on the condemnation actions at 9:30 a.m. or soon thereafter, on June 8, 2010.

Analysis: On April 5, 2010, the Board of Code Standards and Appeals (BCSA) held hearings on the properties listed below

Property Address	Council District
a. 1831 North Madison	I
b. 1523 North Estelle	I
c. 1557 North Oliver	I
d. 1621 North Kenmar	I
e. 2712 North Fairmount	I
f. 2878/2880 South Davidson	III
g. 3413 East Roseberry Court	III
h. 1400 W. 50th Street South	IV

Detailed information/analysis concerning these properties are 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: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. 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: Pursuant to State Statute, the Resolutions were duly published twice on April 23, 2010 and April 30, 2010. A copy of each resolution was sent by certified mail or given personal service delivery to the owners and lien holders of record of the described property.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolutions declaring the buildings to be dangerous and unsafe structures, and accept the BCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) All taxes have been paid to date as of June 8, 2010; (2) the structures have been secured as of June 8, 2010, and will continue to be kept secured; and (3) the premises are mowed and free of debris as of June 8, 2010, 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: Case summary, summary and follow-up history.

DATE: May 19, 2010

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1831 N. MADISON

LEGAL DESCRIPTION: LOTS 68 AND 70 ON CAMPBELL, NOW MADISON AVENUE, STOUT'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story wood frame dwelling about 33 x 25 feet in size. Vacant for at least 3 years, this structure has shifting and cracking concrete basement walls; collapsing brick siding; rotted fascia and wood trim; and the front porch is deteriorated.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: May 19, 2010

BCSA GROUP # 2

ADDRESS: 1831 N. MADISON

ACTIVE FIELD FILE STARTED: July 17, 2007

NOTICE(S) ISSUED: Since July 17, 2007, a notice of improvement and numerous violation notices have been issued. In August 2006 and June 2007 there were Environmental cases initiated on this property resulting in owner compliance. In October 2009, a Neighborhood Nuisance case was initiated resulting in City of Wichita contractor abatement. In June 2008, a Tall Grass and Weeds case was initiated resulting in City of Wichita contractor abatement. In September 2009, a Tall Grass and Weeds case was initiated resulting in owner compliance.

PRE-CONDEMNATION LETTER: June 18, 2009

TAX INFORMATION: Current

COST ASSESSMENTS/DATES: There is a 2009 special assessment for weed cutting in the amount of $119.01 and 2010 special assessment for lot cleanup in the amount of $989.72, which includes interest.

PREMISE CONDITIONS: Tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: Weed cutting on July 9, 2008, in the amount of $114.99 and lot cleanup on December 16, 2009, in the amount of $864.65.

POLICE REPORT: From December 1990 through July 2002 there have been twelve reported police incidents at this location including disturb the peace phone call, disorderly conduct other, other traffic violation impounded auto, other miscellaneous offenses, (6) miscellaneous report, disorderly conduct other and other destruction of property.

FORMAL CONDEMNATION ACTION INITIATED: January 27, 2010

RECENT DEVELOPMENTS: No repairs have been made and the structure is unsecure with open west side rear windows. It should be noted that on March 25, 2010, staff was contacted by the owner's daughter Rebecca Phanda, who advised her mother, was in the hospital. She also advised that she would be assisting her mother in this matter. She was emailed and faxed a copy of the Notice of Violations and demolition companies from the local telephone book.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the April 5, 2010, BCSA hearing there was no one present at the hearing to represent this property.

Board Member Murabito 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 razing the structure. Board Member Harder seconded the motion. The motion passed.

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.

DATE: May 19, 2010

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1523 N. ESTELLE

LEGAL DESCRIPTION: LOTS 16, 18 AND 20, ON ESTELLE AVENUE, REPLAT OF PART OF GETTOE'S 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 36 x 50 feet in size. Vacant for at least 5 months, this structure has been damaged by fire. It has a cracking concrete block foundation; fire damaged and missing siding; fire damaged fascia and wood trim; and the composition roof is fire damaged.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: May 19, 2010

BCSA GROUP # 2

ADDRESS: 1523 N. ESTELLE

ACTIVE FIELD FILE STARTED: August 3, 2009

NOTICE(S) ISSUED: Since August 3, 2009, a notice of improvement and two violation notices have been issued. In June 2009, a Tall Grass and Weeds case was initiated on this property resulting in City of Wichita contractor abatement. In July 2009 there was a Neighborhood Nuisance Enforcement case resulting in City of Wichita contractor abatement. In October 2009 there was a Tall Grass and Weeds case resulting in owner compliance. In September 2009, OCI staff completed an Emergency Board-up in the amount of $901.93. It should be noted that on May 17, 2010, a Tall Grass and Weeds case was started and remains open.

PRE-CONDEMNATION LETTER: October 22, 2009

TAX INFORMATION: Current

COST ASSESSMENTS/DATES: There is a 2010 special assessment in the amount of $1,977.60 for lot cleanup, board-up and weed cutting.

PREMISE CONDITIONS: Tall grass, bulky waste and tires.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: Weed cutting on July 9, 2009, in the amount of $120.24 and lot cleanup on October 7, 2009 in the amount of $804.50.

POLICE REPORT: From July 1990 through August 2009 there have been thirty-three reported police incidents at this location including (2) burglary residence, battery, (3) child abuse, (5) runaway, destruction to auto, (8) miscellaneous report, suspicious character other, aggravated assault domestic violence, battery domestic violence, (2) intimidation, intimidation domestic violence, (2) other traffic violation impounded auto, other traffic violation, arson dwelling, other miscellaneous offenses, lost miscellaneous property and attempt to locate person.

FORMAL CONDEMNATION ACTION INITIATED: January 27, 2010

RECENT DEVELOPMENTS: No repairs have been made and the structure is secure. On April 19, 2010, Sedgwick County Register of Deeds received a quit claim deed. The property ownership is now listed as Bryce Peters Financial Corporation.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the April 5, 2010, BCSA hearing no representative for this property was in attendance.

Board Member Harder made a motion to send the property before the City Council, recommending condemnation, with ten days to start wrecking the structure, and ten days to complete the removal. Board Member Coonrod seconded the motion. The motion carried.

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.

DATE: May 19, 2010

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1557 N. OLIVER

LEGAL DESCRIPTION: LOT 2, BLOCK 8, KEN-MAR ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 29 x 41 feet in size. Vacant for at least 5 years, this structure has a shifting and cracking concrete foundation, with missing concrete; missing brick siding; and the composition roof is sagging and badly worn, with holes and missing shingles.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: May 19, 2010

BCSA GROUP # 2

ADDRESS: 1557 N. OLIVER

ACTIVE FIELD FILE STARTED: December 21, 2004

NOTICE(S) ISSUED: Since December 21, 2004, a notice of improvement and numerous violation notices have been issued. In September 2005, June 2006 and June 2007 there were Environmental cases initiated on this property resulting in owner compliance. OCI staff completed Emergency Board-up's on this property in April 2005 at a cost of $50.13 and in August 2006 at a cost of $632.50. In January 2008, there was Environmental case resulting in City of Wichita contractor abatement and in September 2009, there was a Tall Grass and Weeds case resulting in City of Wichita contractor abatement.

PRE-CONDEMNATION LETTER: June 24, 2009

TAX INFORMATION: The 2007, 2008 and 2009 taxes are delinquent in the amount of $2,938.44, which includes specials and interest.

COST ASSESSMENTS/DATES: There is a 2009 special assessment for lot cleanup in the amount of $1,208.56, which includes interest and 2010 special assessment for weed cutting in the amount of $124.21.

PREMISE CONDITIONS: Tire, tree waste and tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: Pending case

NUISANCE ABATEMENT REPORT: Lot cleanup on December 13, 2008, in the amount of $1,055.20 and weed cutting on October 19, 2009, in the amount of $120.24.

POLICE REPORT: From May 1992 through June 2001 there have been eleven reported police incidents at this location including (2) battery, unlawful possession narcotics, criminal contempt domestic violence, (2) other destruction of property, miscellaneous report, mother vehicle in transport, unlawful possession of marijuana, other drivers license violation and miscellaneous officers.

FORMAL CONDEMNATION ACTION INITIATED: January 27, 2010

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

OWNER'S PAST CDM HISTORY: This owner has had three properties in condemnation resulting in City of Wichita contractor demolitions.

BOARD OF C.S.&A. RECOMMENDATION: At the April 5, 2010, BCSA hearing there was no party in attendance to represent this property.

Board Member Coonrod made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to initiate demolition, and ten days to finish wrecking the structure. Board Member Harder 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.

DATE: May 19, 2010

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1621 N. KENMAR DR

LEGAL DESCRIPTION: LOT 17, BLOCK 3, KEN-MAR ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 28 x 41 feet in size. Vacant for at least 2 years, this structure has shifting and cracking concrete block basement walls; shifting and cracking brick siding, with missing bricks; missing wood siding; missing fascia, exposed framing members; and rotted wood trim.

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

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

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

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

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: May 19, 2010

BCSA GROUP # 2

ADDRESS: 1621 N. KENMAR DR

ACTIVE FIELD FILE STARTED: April 30, 2008

NOTICE(S) ISSUED: Since April 30, 2008, a notice of improvement and numerous violation notices have been issued. In May 2004 and July 2007 there were Environmental cases initiated resulting in City of Wichita contractor abatements. In August 2005 and April 2008 there were Environmental cases initiated resulting in owner compliance. In August 2009, there was a Neighborhood Nuisance case resulting in City of Wichita contractor abatement. In May 2009, there was a Tall Grass and Weeds case resulting in owner compliance. In June 2009 and November 2009, there were Tall Grass and Weeds cases resulting in City of Wichita contractor abatements. OCI staff completed Emergency Board-ups on this property in August 2008 at a cost of $281.97 and in January 2010 at a cost of $238.67. A Uniform Criminal Complaint was issued in June 2009.

PRE-CONDEMNATION LETTER: June 26, 2009

TAX INFORMATION: The 2009 taxes are delinquent in the amount of $452.58, which includes specials.

COST ASSESSMENTS/DATES: There is a 2009 special assessment for board-up in the amount of $291.83, which includes interest and a 2010 special assessment for lot cleanup and board-up in the amount of $248.44. There is a pending special in the amount of $850.17.

PREMISE CONDITIONS: Tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: Lot cleanup on July 26, 2004, in the amount of $551.60, lot cleanup on July 17, 2007, in the amount of $114.99, weed cutting on July 2, 2009, in the amount of $120.24 and weed cutting on December 1, 2009, in the amount of $120.24. On February 24, 2010, lot cleanup in the amount of $611.50, which is pending assessment.

POLICE REPORT: From October 1990 through August 2008 there have been twenty-seven reported police incidents at this location including auto theft not recovered, (5) battery, child abuse, disturb the peace phone call, disturb the peace excessive noise, violation road and driving laws signs/signals, other traffic violation impounded auto, auto license violation, (2) destruction to auto, other miscellaneous offenses, lost miscellaneous property, (4) miscellaneous report, non injury accident under $1000, (2) larceny b all other, aggravated battery/drive by firearms, battery domestic violence, arson dwelling and trespass.

FORMAL CONDEMNATION ACTION INITIATED: January 27, 2010

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

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the April 5, 2010, BCA hearing there was no representative in attendance for this property.

Board Member Harder made a motion to send the property to the City Council, recommending condemnation, with ten days to being wrecking the building and ten days to finish the wrecking. Board Member Youle seconded the motion. The motion passed.

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.

DATE: May 19, 2010

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2712 N. FAIRMOUNT

LEGAL DESCRIPTION: LOTS 9 AND 11, BLOCK 6, POST AND CHRISTY'S COLLEGE CREST ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 27 x 50 feet in size. Vacant and open, this structure has shifting and cracking concrete basement walls, with missing concrete; rotted and missing wood and brick siding; deteriorated front and rear porches; rotted wood trim and framing members; and the 23 x 21 foot accessory structure is deteriorated.

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

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

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

C. Those 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: May 19, 2010

BCSA GROUP # 2

ADDRESS: 2712 N. FAIRMOUNT

ACTIVE FIELD FILE STARTED: February 21, 2007

NOTICE(S) ISSUED: Since February 21, 2007, a notice of improvement and numerous violation notices have been issued. In September 2005, September 2006, February 2007, May 2007 and September 2007 there were Environmental cases initiated resulting in owner compliance. In September 2007, a Residential Zoning case was initiated and is currently in court status. In March 2008, an Environmental case was initiated resulting in City of Wichita contractor abatement. In December 2008, OCI staff was informed by the owner that he would have the property demolished by February 2009. On March 3, 2010, a Neighborhood Nuisance case was initiated in on this property. It should be noted that the Wichita Police Department has contacted OCI staff regarding this property on many occasions. Uniform Criminal Complaints have been issued and it has been the subject of Neighborhood Court.

PRE-CONDEMNATION LETTER: August 25, 2009

TAX INFORMATION: The 2009 taxes are delinquent in the amount of $670.17.

COST ASSESSMENTS/DATES: There is a 2010 special assessment for lot cleanup in the amount of $240.21.

PREMISE CONDITIONS: Inoperable vehicles, bulky waste and salvage material. Truck bed trailer filled with tires and vehicle parts.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: Vehicle towed on November 13, 2009, in the amount of $205.00.

POLICE REPORT: From March 1991 through January 2009 there have been thirteen reported police incidents at this location including (2) burglary residence, battery law enforcement officer, (2) other traffic violation impounded auto, resist obstruct arrest, (2) lost miscellaneous property, (2) larceny b all other, larceny off road vehicle trailer construction equipment, burglary residence no force day and larceny b from auto.

FORMAL CONDEMNATION ACTION INITIATED: January 27, 2010

RECENT DEVELOPMENTS: No repairs have been made and the structure is unsecure with a broken north side window.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the April 5, 2010, BCSA hearing no representatives for this property were present at the hearing.

Board Member Coonrod made a motion to send the property to the City Council with a

recommendation of condemnation, with ten days to start demolition, and ten days to complete demolition. Board Member Harder seconded the motion. The motion carried.

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.

DATE: May 19, 2010

CDM SUMMARY

COUNCIL DISTRICT # 3

ADDRESS: 2878 / 2880 S. DAVIDSON (duplex)

LEGAL DESCRIPTION: LOT 33, BLOCK B, PLANEVIEW SUBDIVISION NO. 2, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame duplex about 24 x 64 feet in size. Vacant and open, this structure has a concrete block foundation with missing blocks; badly worn composition roof; dilapidated front and two side porches; rotted soffits, fascia and window frames; and the 5 x 8 foot accessory structure is dilapidated.

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: May 19, 2010

BCSA GROUP # 2

ADDRESS: 2878 / 2880 S. DAVIDSON (duplex)

ACTIVE FIELD FILE STARTED: June 16, 2005

NOTICE(S) ISSUED: Since June 16, 2005, several notice of improvements and numerous violation notices have been issued. In June 2005, there was an Environmental case initiated on this property resulting in City of Wichita contractor abatement. In October 2009, there was a Neighborhood Nuisance case resulting in owner compliance after issuance of Uniform Criminal Complaint and Neighborhood Court.

PRE-CONDEMNATION LETTER: October 2, 2009

TAX INFORMATION: The 2009 taxes are delinquent in the amount of $247.08.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Fair

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: Lot cleanup on September 13, 2005, in the amount of $793.18.

POLICE REPORT: From January 1991 through October 2000 there have been seventeen reported police incidents at this location including suspicious character other, burglary residence, battery, embezzled property non employee, parking violation other, destruction to auto, other destruction of property, (2) lost miscellaneous property, (2) miscellaneous report, (2) attempt to locate person, larceny b auto accessories, larceny b from auto, larceny b other and motor vehicle in transport.

FORMAL CONDEMNATION ACTION INITIATED: January 27, 2010

RECENT DEVELOPMENTS: No repairs have been made and the structure is unsecure with an open west side window.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the April 5, 2010, BCSA hearing there was no one present acting as a representative for this property.

Board Member Murabito made a motion to send the property before the City Council, recommending condemnation, with ten days to commence razing the structure, and ten days to complete removal. Board Member Hartwell seconded the motion. The motion passed.

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.

DATE: May 19, 2010

CDM SUMMARY

COUNCIL DISTRICT # 3

ADDRESS: 3413 E. ROSEBERRY CT

LEGAL DESCRIPTION: LOT 31, BLOCK J, PLANEVIEW SUBDIVISION NO. 1, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 77 x 34 feet in size. Vacant and open, this structure has rotted and missing vinyl, woodlap and metal siding; sagging and badly worn shake shingle roof with holes and missing shingles; two dilapidated porches; rotted trim boards and rafters; and the two 8 x 10 foot metal accessory structures are dilapidated.

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: May 19, 2010

BCSA GROUP # 2

ADDRESS: 3413 E. ROSEBERRY CT

ACTIVE FIELD FILE STARTED: July 22, 2002

NOTICE(S) ISSUED: Since July 22, 2002, numerous notice of improvements and violation notices have been issued. On November 9, 2009, a Neighborhood Nuisance Enforcement case was initiated on this property resulting in a Uniform Criminal Complaint being issued and it has been the subject of Neighborhood Court.

PRE-CONDEMNATION LETTER: November 9, 2009

TAX INFORMATION: Current

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Tall grass and weeds

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: From July 1993 through August 2006 there have been six reported police incidents at this location including burglary residence, intimidation, miscellaneous report, burglary non-residence, other destruction of property and larceny b from auto.

FORMAL CONDEMNATION ACTION INITIATED: January 27, 2010

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

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the April 5, 2010, BCSA hearing there was no representative present for this property.

Board Member Harder made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to commence demolition of the building, and ten days to complete the removal. Board Member Coonrod seconded the motion. The motion passed without opposition.

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.

DATE: May 19, 2010

CDM SUMMARY

COUNCIL DISTRICT # 4

ADDRESS: 1400 W. 50TH S

LEGAL DESCRIPTION: LOT 12, A. VERNE ROBERTS ADDITION, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 48 x 60 feet in size. Vacant and open, this structure has rotted vinyl, masonite and concrete block siding; composition roof with missing shingles; rotted wood trim and framing members; and the 12 x 12 foot wood accessory structure is dilapidated.

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: May 19, 2010

BCSA GROUP # 2

ADDRESS: 1400 W. 50TH S

ACTIVE FIELD FILE STARTED: July 22, 2008

NOTICE(S) ISSUED: Since July 22, 2008, notice of improvements and violation notices have been issued. In June 2007, an Environmental case was initiated on this property resulting in partial owner compliance and City of Wichita contractor abatement. In September 2008, a Neighborhood Nuisance case was initiated and remains open. In October 2009, a Tall Grass and Weeds case resulting in City of Wichita contractor abatement.

PRE-CONDEMNATION LETTER: July 23, 2009

TAX INFORMATION: Current

COST ASSESSMENTS/DATES: There is a 2010 special assessment for weed cutting in the amount of $124.21.

PREMISE CONDITIONS: Tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: Lot cleanup on November 15, 2007, in the amount of $1171.25. On December 1, 2009, weed cutting in the amount of $120.24, which is pending assessment.

POLICE REPORT: From November 1990 through June 2007 there have been four reported police incidents at this location including lost miscellaneous property, miscellaneous report, violation road and driving laws speeding and larceny b auto accessories.

FORMAL CONDEMNATION ACTION INITIATED: January 27, 2010

RECENT DEVELOPMENTS: No repairs have been made and the attached garage is unsecure with an open door. On April 28, 2010, staff received a telephone call from Mr. Rick Rader the owner's son. He inquired about the condemnation process and status of the case. He indicated that his father is now living with him and he would be assisting him in this matter. He was provided a copy of the Notice of Violations and informed of the upcoming City Council meeting scheduled for June 8, 2010.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the April 5, 2010, BCSA hearing there was no one present at the hearing on behalf of this property.

Board Member Harder 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 wrecking the structure. Board Member Willenberg 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.

Agenda Item No. IV-1

City of Wichita
City Council Meeting
June 8, 2010

To: Mayor and City Council

Subject: ZON2010-00013 - City amendment to Protective Overlays #63, 70, 113 and 117 on properties zoned LC Limited Commercial ("LC"); generally located between Ridge Road and Summitlawn Drive, south of Maple Street. (District V)

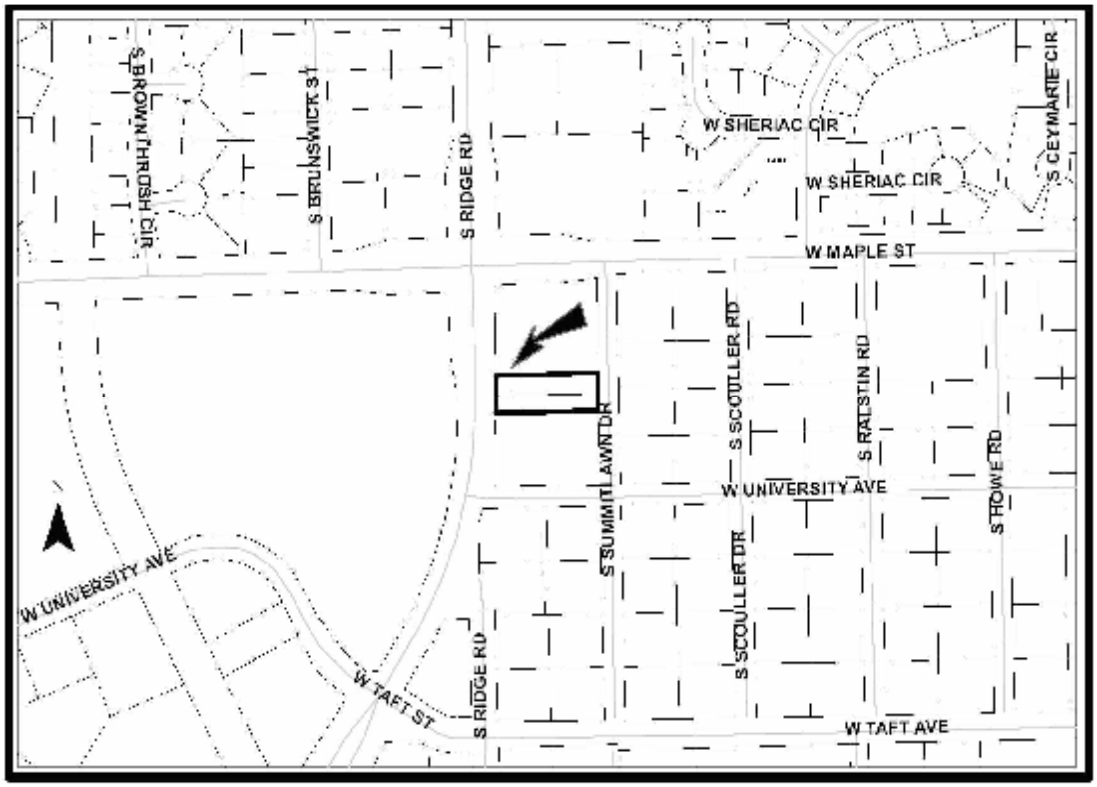
Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Non-consent)

MAPC Recommendations: Approve (12-0), subject to staff recommendation.

MAPD Staff Recommendations: Approve.

DAB V Recommendations: Approve (5-0), subject to staff recommendation and an additional provision.



Background: The applicant proposes to amend Protective Overlays (PO) #s 63, 70, 113 and 117 on the subject site; see 'Analysis' section of this report for the amended provisions. The subject site is the undeveloped land, left over from the final platting of the abutting Pizza Hut and Applebee developments, which abut the site's south and north sides. The site's current LC Limited Commercial ("LC") zoning will remain in place.

Precedent for the requested amendments has been established by the MAPC and City Council with the approval of ZON2008-00066 and PO #228. This applied to the current Applebee's development abutting the north side of the site. PO #228 allowed: (1) Light poles shall be limited to a maximum height, including the base of the light pole, of 20 feet. Light poles shall not be located within any setbacks. (2) Outdoor speakers and sound amplification systems shall not be permitted except for drive-through and order boards. (3) No buildings shall exceed one story in height with a maximum building height of 35 feet. The requested amendments also eliminated the no longer needed masonry wall along the site's south and north sides where it abuts the LC zoned development and between the subject sites. The Maple to Summitlawn to University to Ridge Road block was rezoned SF-5 to LC during the years from 1992 to 2002.

The surrounding area is characterized by a mixture of single-family residences, commercial uses and undeveloped LC zoned property. The properties located to the east, across Summitlawn Drive, are zoned SF-5 Single-family Residential ("SF-5") and are developed with single-family residences built in the mid 1950s to mid 1960s. This single-family residential subdivision is the oldest existing development in the area. The subject property was originally platted as part of this single-family residential subdivision. The property located west of the site, across Ridge Road, is zoned LC with a Community Unit Plan (CUP) overlay, DP-37, and is developed as a Lowes (built 1998) building supply center. The property abutting the north of the site is the already mentioned Applebee's development, which is zoned LC with PO #228. The property abutting the south side of the site is a Pizza Hut Bistro restaurant built in 2005 and zoned LC with POs #113 and 117.

Analysis: At the DAB V meeting held on May 3, 2010, staff presented the following amendments to the provisions of POs #63, 70, 113 and 117, including the elimination of the masonry walls between the abutting LC zoning properties and between the subject sites, as follows:

Amended provisions 1, 2, 3, 4 and 6 of PO #63:

1. No building advertising signs shall be permitted along the face of any building or along any street frontage that faces or is across the street from any property that is in a residential zoning district. No off-site or portable signs permitted.
2. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from nearby residential zoning areas. Light poles shall be limited to a maximum height of 20 feet, including their base.
3. Outdoor speakers and sound amplification systems shall not be permitted except for drive-through and order boards. Note: PO # 63's east boundary ends approximately 160 feet from the Summitlawn Drive right-of-way.
4. No buildings shall exceed one story in height with a maximum building height of 35 feet.
6. A restaurant with a drive in or drive through facilities is allowed (while retaining the rest of the prohibited uses).

Amend provisions B, C, D & E of PO #70:

B. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from nearby residential zoning areas. Light poles shall be limited to a maximum height of 20 feet, including their base. No light poles shall be located in the 20-foot eastern setback.

C. Outdoor speakers and sound amplification systems shall not be permitted except for drive-through and order boards. No outdoor speakers and/or sound amplification systems shall be located in the 20-foot eastern setback.

D. No buildings shall exceed one story in height with a maximum building height of 35 feet.

E. A 6-foot high masonry wall shall be constructed parallel and along the entire length of the east property line and a 20-foot landscape street yard shall be provided adjacent to the east property line (not in public right-of-way) on the east side of the masonry wall.

Amend provisions B & D of Protective Overlay (PO) #113:

B. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from nearby residential zoning areas. Light poles shall be limited to a maximum height of 20 feet, including their base.

D. No buildings shall exceed one story in height with a maximum building height of 35 feet.

Amend provisions B, C & D of PO #117:

B. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from nearby residential zoning areas. Light poles shall be limited to a maximum height of 20 feet, including their base. No light poles shall be located within the 20-foot eastern setback.

C. Outdoor speakers and sound amplification systems shall not be permitted except for drive-thru and order boards. No outdoor speakers and/or sound amplification systems shall be located within the 20-foot eastern setback.

D. No buildings shall exceed one story in height with a maximum building height of 35 feet.

The DAB recommended approval (5-0, without a quorum) of the staff recommended amendments, with an additional provision to the subject POs as underlined:

<u>No trash pickup on the subject property shall happen before 8:00 AM.</u>

The agent for the applicant told the DAB that he would need to check with the property owner in regards to the DAB's recommendation for hours of trash pickup. There were no members of the public that spoke in opposition at the DAB meeting.

At the MAPC meeting held on May 6, 2010, the agent for the property owner objected to the DAB's recommended hours of trash pickup. The MAPC voted to approve (12-0) the staff recommended amendments to the provisions of POs # 63, 70, 113, and 117, without the addition of the DAB's recommended hours of trash pickup. <u>The DAB recommendation is different than what was recommended by the MAPC, thus it will require a 2/3 majority of the Council to approve the request per the DAB's recommendation.</u> There were no members of the public that spoke in opposition at the MAPC meeting. Staff has received no valid protest to the requested amendments.

<u>Financial Considerations</u>: None.

<u>Goal Impact:</u> Promote Economic Vitality

<u>Legal Considerations</u>: The ordinances with the amended Protective Overlays has been reviewed and approved as to form by the Law Department.

<u>Recommendation/Actions</u>:

1. Adopt the findings of the MAPC, approve the provisions of Protective Overlays # 63, 70, 113 and 117, as recommended; and place the ordinances with the Protective Overlays on first reading; or

2. Adopt the findings of the MAPC, but modify its recommendation by the addition of the provision 'No trash pickup on the subject property shall happen before 8:00 AM.' to the amended Protective Overlays #63, 70, 113 and 117 as recommended by DAB V; and place the modified ordinances on first reading (An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.); or

3. Return the application to the MAPC for reconsideration.

Attachment: Ordinances with amended provisions to Protective Overlays # 63, 70, 113, and 117.

OCA CODE150004

ORDINANCE NO. 48-747

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. ZON2010-00013

Amending provisions B & D and removing the masonry wall requirement of Protective Overlay #113 of ZON2002-00023 on LC Limited Commercial ("LC") zoned property described as:

The west half of the north 48.5 feet of Lot 1, Block 1, University and Ridge Addition, Wichita, Sedgwick County, Kansas; generally located between Ridge Road and Summitlawn Drive, south of Maple Street.

SUBJECT TO THE FOLLOWING PROVISIONS AND AMENDED PROVISIONS B & D, AND REMOVING THE MASONRY WALL REQUIREMENT OF PROTECTIVE OVERLAY DISTRICT #113:

A. No off-site or portable signs shall be permitted on the subject property. No building signs shall be permitted along the face of any building that faces any adjoining or property across the street from the subject property that is in a residential zoning district.
B. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from nearby residential zoning areas. Light poles shall be limited to a maximum height of 20 feet, including their base.
C. Outdoor speakers and sound amplification systems shall not be permitted except for drive-through and order boards.
D. No buildings shall exceed one story in height with a maximum building height of 35 feet.
E. The following uses shall not be permitted: adult entertainment establishment; group residence; correctional placement residence; group home; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; service station; tavern and drinking establishment and vehicle repair.
F. By separate instrument, the applicant shall dedicate additional right-of-way for Ridge Road (pursuant to Article 7-201 (H) of the Wichita-Sedgwick County Subdivision Regulations), access control except for one opening along the entire frontage along Ridge Road, and two additional feet (for a total of 10 feet) of utility easement along the east property line.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

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

ADOPTED AT WICHITA, KANSAS, June 15, 2010.

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

OCA CODE 50004

ORDINANCE NO. 48-748

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. ZON2010-00013

Amending provisions B, C & D of Protective Overlay #117 of ZON2002-00056 on LC Limited Commercial ("LC") zoned property described as:

The east half of the north 48.5 feet of Lot 1, Block 1, University and Ridge Addition, Wichita, Sedgwick County, Kansas; generally located between Ridge Road and Summitlawn Drive, south of Maple Street.

SUBJECT TO THE FOLLOWING PROVISIONS AND AMENDED PROVISIONS B & D OF PROTECTIVE OVERLAY DISTRICT #117:

A. No portable signs shall be permitted on the subject property. An off-site sign shall only be permitted in the northwest quadrant of Lot 8, Block G, Westerlea Village Addition. No signs shall be permitted along the face of any building or along any street frontage that faces any adjoining or property across the street from the subject property that faces any property that is in a residential zoning district.

B. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from nearby residential zoning areas. Light poles shall be limited to a maximum height of 20 feet, including their base. No light poles shall be located within the 20-foot eastern setback.

C. Outdoor speakers and sound amplification systems shall not be permitted except for drive-through and order boards.

D. No buildings shall exceed one story in height with a maximum building height of 35 feet.

E. A 6-foot high masonry wall shall be constructed parallel to the east property line, where property in a residential zoning district is across the street from the subject property. The masonry wall along the east property line shall be setback from the property 20 feet and a 20-foot deep landscaped street side yard shall be provided adjacent to the entire length of the east property line, located on the east side of the masonry wall.

F. The following uses shall not be permitted: adult entertainment establishment; group residence; correctional placement residence; group home; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and

entertainment; service station; tavern and drinking establishment and vehicle repair.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

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

ADOPTED AT WICHITA, KANSAS, June 15, 2010.

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

OCA CODE 150004

ORDINANCE NO. 48-749

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. ZON2010-00013

Amending provisions 1, 2, 3, 4, & 5 and removing the masonry wall requirement of Protective Overlay #63 of Z-3350 on LC Limited Commercial ("LC") zoned property described as:

The west half of the south 57.5 feet of Lot 1, Block 1, Kings Maple Street 3rd Addition, Wichita, Sedgwick County, Kansas; generally located between Ridge Road and Summitlawn Drive, south of Maple Street.

SUBJECT TO THE FOLLOWING PROVISIONS AND AMENDED PROVISIONS 1, 2, 3, 4, & 5 OF PROTECTIVE OVERLAY DISTRICT #63:

1. No building advertising signs shall be permitted along the face of any building or along any street frontage that faces or is across the street from any property that is in a residential zoning district. No off-site or portable signs permitted.
2. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from nearby residential zoning areas. Light poles shall be limited to a maximum height of 20 feet, including their base.
3. Outdoor speakers and sound amplification systems shall not be permitted except for drive-through and order boards.
4. No buildings shall exceed one story in height with a maximum building height of 35 feet.
5. The following uses shall not be permitted: adult entertainment establishment; group residence; correctional placement residence; group home; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; service station; tavern and drinking establishment and vehicle repair.
6. By separate instrument, the applicant shall dedicate additional right-of-way for Ridge Road (pursuant to Article 7-201 (H) of the Wichita-Sedgwick County Subdivision Regulations), access control except for one opening along the entire frontage along Ridge Road, and two additional feet (for a total of 10 feet) of utility easement along the east property line.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

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

ADOPTED AT WICHITA, KANSAS, June 15, 2010.

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

OCA CODE 150004

ORDINANCE NO. 48-750

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. ZON2010-00013

Amending provisions B, C, D & E of Protective Overlay #70 of Z-3360 on LC Limited Commercial ("LC") zoned property described as:

The east half of the south 57.5 feet of Lot 1, Block 1, Kings Maple Street 3rd Addition, Wichita, Sedgwick County, Kansas; generally located between Ridge Road and Summitlawn Drive, south of Maple Street.

SUBJECT TO THE FOLLOWING PROVISIONS AND AMENDED PROVISIONS B, C, D & E OF PROTECTIVE OVERLAY DISTRICT #70:

A. No off-site or portable signs shall be permitted on the property. No building advertisement signs shall be permitted along the face of any building that faces a property in a residential zoning district.
B. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from nearby residential zoning areas. Light poles shall be limited to a maximum height of 20 feet, including their base. No light poles shall be located within the 20-foot eastern setback.
C. Outdoor speakers and sound amplification systems shall not be permitted except for drive-through and order boards. No outdoor speakers and/or sound amplification systems shall be located in the 20-foot eastern setback.
D. No buildings shall exceed one story in height with a maximum building height of 35 feet.
E. A 6-foot high masonry wall shall be constructed parallel and along the entire length of the east property line and a 20-foot landscape street yard shall be provided adjacent to the east property line (not in public right-of-way) on the east side of the masonry wall.
F. The following uses shall not be permitted: adult entertainment establishment; group residence; correctional placement residence; group home; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; service station; tavern and drinking establishment and vehicle repair.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

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

ADOPTED AT WICHITA, KANSAS, June 15, 2010.

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

EXCERPT OF THE MAY 6, 2010 MAPC HEARING

Case No.: ZON2010-13 - Legacy Bank (applicant/owner), Krehbeil Architecture (agent) Request Amendment to PO #'s 63, 70, 113, and 117, on LC Limited Commercial zoned property on property described as;

Parcel 1: The South 57.5 feet of Lot 1, Block 1, Kings Maple Street 3rd Addition to Wichita, Sedgwick County, Kansas.

Parcel 2: The North 48.5 feet of Lot 1, Block 1, University and Ridge Addition to Wichita, Sedgwick County, Kansas, generally located between Maple Street and University Avenue and between Ridge Road and Summitlawn Drive.

BACKGROUND: The applicant proposes to amend Protective Overlays (PO) #s 63, 70, 113, and 117 on the subject site. The subject site is the undeveloped remnants, left over from the final platting of the Pizza Hut and Applebee developments, which abut the site's south and north sides. The site's current LC Limited Commercial ("LC") zoning will remain in place. The following are the proposed amendments.

Amend provisions 1, 2, 3, 4, & 6 of Protective Overlay (PO) #63 of Z-3350 as follows:
Current provision #1: No off-site or portable signs shall be permitted on the property. No building advertising signs shall be permitted on the face of any building. Requesting; No building advertising signs shall be permitted along the face of any building or along any street frontage that faces or is across the street from any property that is in a residential zoning district, while retaining the prohibition on off-site or portable signs.
Current provision #2: Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from nearby residential zoning areas. Light poles shall be limited to a maximum height of 14 feet. Requesting; Light poles shall be limited to a maximum height of 20 feet, while retaining the rest of the provision.
Current provision #3: Outdoor speakers and sound amplification systems are not permitted. Requesting; Outdoor speakers and sound amplification systems shall not be permitted except for drive-thru and order boards.
Current provision #4: No buildings shall exceed one story in height with a maximum building height of 25 feet. Requesting; No buildings shall exceed one story in height with a maximum building height of 35 feet.
Current provision #6: A restaurant with a drive in or drive through facilities is a prohibited use. Requesting; A restaurant with a drive in or drive through facilities be allowed, while retaining the rest of the prohibited uses.

Amend provisions B, C, D & E of Protective Overlay (PO) #70 for Z-3360 as follows:
Current provision B: Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from nearby residential zoning areas. Light poles shall be limited to a maximum height of 14 feet. Requesting; Light poles shall be limited to a maximum height of 20 feet, while retaining the rest of the provision.

Current provision C: Outdoor speakers and sound amplification systems are not permitted. Requesting; Outdoor speakers and sound amplification systems shall not be permitted except for drive-through and order boards.
Current provision D: No buildings shall exceed one story in height with a maximum building height of 25 feet. Requesting; No buildings shall exceed one story in height with a maximum building height of 35 feet.
Current provision E: A 6-foot high masonry wall shall be constructed along parallel to the east and south property line and located 20-feet west and north of the east and south property lines, respectively. A 20-foot landscape buffer shall be provided adjacent to the east and south property lines on the east and south sides of the masonry wall. Requesting; A 6-foot high masonry wall shall be constructed parallel to the east property line, where property in a residential zoning district shall be provided adjacent to the entire length of the east property line and a 20-foot landscape street yard shall be provided adjacent to the east property line on the east side of the masonry wall.

Amend provisions B & D of Protective Overlay (PO) #113 for ZON2002-00023 as follows:
Current provision B: Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from nearby residential zoning areas. Light poles shall be limited to a maximum height of 14 feet. Requesting; Light poles shall be limited to a maximum height of 20 feet, while retaining the rest of the provision.
Current provision D: No buildings shall exceed one story in height with a maximum building height of 25 feet. Requesting; No buildings shall exceed one story in height with a maximum building height of 35 feet.

Amend provisions B, C & D of Protective Overlay (PO) #117 ZON2002-00056 as follows:
Current provision B: Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from nearby residential zoning areas. Light poles shall be limited to a maximum height of 14 feet. Requesting; Light poles shall be limited to a maximum height of 20 feet, while retaining the rest of the provision.
Current provision C: Outdoor speakers and sound amplification systems are not permitted. Requesting; Outdoor speakers and sound amplification systems shall not be permitted except for drive-through and order boards.
Current provision D: No buildings shall exceed one story in height with a maximum building height of 25 feet. Requesting; No buildings shall exceed one story in height with a maximum building height of 35 feet.

Precedent for the requested amendments has been established by the MAPC and City Council with the approval of ZON2008-00066 & PO #228. This applied to the current Applebee's development abutting the north side of the site. PO #228 allowed: (1) Light poles shall be limited to a maximum height, including the base of the light pole, of 20 feet. Light poles shall not be located within any setbacks; (2) Outdoor speakers and sound amplification systems shall not be permitted except for drive-through and order boards; (3) No buildings shall exceed one story in height with a maximum building height of 35 feet. The requested amendment to PO #70's provision E dealing with landscaping, eliminated the no longer needed masonry wall along the site's south side where it abuts the LC zoned Pizza Hut development.

The surrounding area is characterized by a mixture of single-family residences, commercial uses and undeveloped LC zoned property. The properties located to the east, across Summitlawn Drive, are zoned SF-5 Single-family Residential ("SF-5") and are developed with single-family residences built in the mid 1950s – mid 1960s. This single-family residential subdivision is the oldest existing development in the area. The subject property was originally platted as part of this single-family residential subdivision; see case history. The property located west of the site, across Ridge Road, is zoned LC with a Community Unit Plan (CUP) overlay, DP-37, and is developed as a Lowes (built 1998) building supply center. The property abutting the north of the site is the already mentioned Applebee's development, which is zoned LC with PO #228. The property abutting the north side of the site is a Pizza Hut Bistro restaurant built in 2005 and zoned LC with POs #113 and 117. Protective Overlays #113 and #117 have not been amended. The Maple - Summitlawn – University – Ridge block was rezoned SF-5 to LC during the years 1992- 2002.

CASE HISTORY: The subject site was originally platted as part of the single-family residential Westerlea Village subdivision, recorded August 11, 1949. It was subsequently rezoned to what now LC is zoning, subject to replatting and the provisions of POs #63, 70, 113, and 117. The subject site is the undeveloped remnants, left over from the final platting of the Pizza Hut and Applebee developments, which abut the site's south and north sides. The subject properties are: The south 57.5 feet of Lot 1, Block 1, Kings Maple Street 3rd Addition and the north 48.5 feet of Lot 1, Block 1, University and Ridge Addition, all in Wichita, Sedgwick County, Kansas.

ADJACENT ZONING AND LAND USE:

NORTH:	LC	Applebee sit-down restaurant
SOUTH:	LC	Pizza Hut Bistro sit-down restaurant
EAST:	SF-5	Single family residences
WEST:	LC	Lowes big box building supply center, retail

PUBLIC SERVICES: The subject property has frontage onto Ridge Road. Ridge Road is a four-lane principal arterial, with turn lanes, and a raised, full curbed median strip. Summitlawn Drive, which abuts the east side of the subject property, is a two-lane, paved residential street. The site has no access onto Sumittlawn, via complete access control on the recorded plats. The 2030 Transportation Plan indicates no change to the status of any of these roads. Available traffic counts in the area show approximately 23,700 average trips per day on this section of Ridge Road and Maple Street. All utilities are available to the subject sites.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the area as appropriate for "Local Commercial" development. The area's existing developments, their base LC zoning and their Protective Overlays conform to the Local Commercial category, as does the proposed amendments to the subject site's POs, which matches all or parts of the abutting north and south properties' POs.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the following amendments to the provisions of Protective Overlays #s 63, 70, 113, and 117 be APPROVED as follows:

Amended provisions 1, 2, 3, 4, & 6 of PO #63:

1. No building advertising signs shall be permitted along the face of any building or along any street frontage that faces or is across the street from any property that is in a residential zoning district. No off-site or portable signs permitted.
2. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from nearby residential zoning areas. Light poles shall be limited to a maximum height of 20 feet. No light poles shall be located in the eastern setbacks.
3. Outdoor speakers and sound amplification systems shall not be permitted except for drive-through and order boards. No outdoor speakers and/or sound amplification systems shall be located in the eastern setbacks.
4. No buildings shall exceed one story in height with a maximum building height of 35 feet.
6. A restaurant with a drive in or drive through facilities is allowed (while retaining the rest of the prohibited uses).

Amend provisions B, C, D & E of PO #70:

B. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from nearby residential zoning areas. Light poles shall be limited to a maximum height of 20 feet. No light poles shall be located in the eastern setbacks.
C. Outdoor speakers and sound amplification systems shall not be permitted except for drive-through and order boards. No outdoor speakers and/or sound amplification systems shall be located in the eastern setback.
D. No buildings shall exceed one story in height with a maximum building height of 35 feet.
E. A 6-foot high masonry wall shall be constructed parallel and along the entire length of the east property line and a 20-foot landscape street yard shall be provided adjacent to the east property line (not in public right-of-way) on the east side of the masonry wall.

Amend provisions B & D of Protective Overlay (PO) #113:

B. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from nearby residential zoning areas. Light poles shall be limited to a maximum height of 20 feet. No light poles shall be located within the eastern setback.
D. No buildings shall exceed one story in height with a maximum building height of 35 feet.

Amend provisions B, C & D of PO #117:

B. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from nearby residential zoning areas. Light poles shall be limited to a maximum height of 14 feet. No light poles shall be located within the eastern setback.

C. Outdoor speakers and sound amplification systems shall not be permitted except for drive-thru and order boards. No outdoor speakers and/or sound amplification systems shall be located within the eastern setback.
D. No buildings shall exceed one story in height with a maximum building height of 35 feet.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The surrounding area is characterized by a mixture of single-family residences, commercial uses and undeveloped LC zoned property. The properties located to the east, across Summitlawn Drive, are zoned SF-5 Single-family Residential ("SF-5") and are developed with single-family residences; built mid 1950s – mid 1960s. This single-family residential subdivision is the oldest existing development in the area. The subject properties were originally platted as part of this single-family residential subdivision; see case history. The property located west of the site, across Ridge Road, is zoned LC with a Community Unit Plan (CUP) Overlay, DP-37, and is developed as a Lowes (built 1998) building supply center. The property abutting the north of the site is the already mentioned Applebee development, which is zoned LC with PO #228. The property abutting the north side of the site, a Pizza Hut Bistro restaurant built in 2005 that is zoned LC with POs #113 and 117. Protective Overlays #113 and 117 have not been amended. The Maple - Summitlawn – University – Ridge block was rezoned SF-5 to LC during the years 1992- 2002.

2. The suitability of the subject property for the uses to which it has been restricted: The subject property could be developed as currently zoned with the provisions of its current Protective Overlays, with the exception being that there is no need for a masonry wall between the subject site and the south, abutting LC zoned Pizza Hut Bistro.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Development of the last existing undeveloped property (the subject site) in this block of commercial development, per the provisions of the amended POs will be an improvement over the vacant subject site, with its gap between its neighbors' masonry wall and landscaping.

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 identifies the area as appropriate for "Local Commercial" development. The area's existing developments, their base LC zoning and their Protective Overlays conform to the Local Commercial category, as does the proposed amendments to the subject site's POs, which matches all or parts of the abutting north and south properties' POs.

5. Impact of the proposed development on community facilities: Detrimental impacts on traffic should be minimized through the recorded plats' limiting access to the subject site to an arterial street and through cross lot access. Other community facilities should not be adversely impacted.

BILL LONGNECKER, Planning Staff presented the Staff Report. He removed the following language that "no light poles will be located in the eastern setbacks" on item #1 of Protective Overlay #63 and item B on Protective Overlay #113, noting that these overlays fronted Ridge and ended in the middle of the subject site and thus there was no need for language he was removing. He said DAB V approved the request as amended and added a provision that there be no trash service at the site before 8:00 a.m. He noted to the DAB that this trash service provision did not exist for the abutting Pizza Hut or Applebee sites.

DENNIS he said this use makes it more intense for the residences that live east of the site by adding more lighting and sound amplification. He asked what the adjacent homeowners had to say about the request.

LONGNECKER commented that he hasn't had any calls protesting the requested amendments and no one spoke at the DAB on the issue.

HILLMAN asked where the speakers will be located; which way will they face.

LONGNECKER responded that they will be at least 20 feet from the property line.

FOSTER noted a typographical error on page 4 of the Staff Report. He also suggested changing the language on page 5, item E to clarify landscaping and/or building setbacks.

LONGNECKER said the buffer wall will be located 20 feet from property line as part of the landscape; that it will not add additional footage. He agreed to amend the wording of provision E.

DUSTIN RANDOLPH, KREHBEIL ARCHITECTURE, REPRESENTING LEGACY BANK said their intent is to have the site match the standards of the abutting north and south properties. In response to Mr. Hillman's question regarding the speakers, he said the speaker board will face southwest away from the residential area. He requested that the trash pickup provision be removed.

SHERMAN (Arrived at 1:45 P.M.)

MIKE CARNEY, PIZZA HUT asked where the ingress/egress into the business will be located.

LONGNECKER said the site's ingress/egress will be off of Ridge Road since there is complete access control onto Summitlawn.

> **MOTION:** To approve subject to staff recommendation and the language change to provision E on page 5.
>
> **JOHNSON** moved, **DENNIS** seconded the motion, and it carried (12-0).

Agenda Item No. V-1

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: ZON2010-00001 – City zone change from LC Limited Commercial ("LC") to GC General Commercial ("GC"); generally located midway between the Riverside Drainage Canal and 47th Street South, on the west side of Broadway Avenue. (District IV)

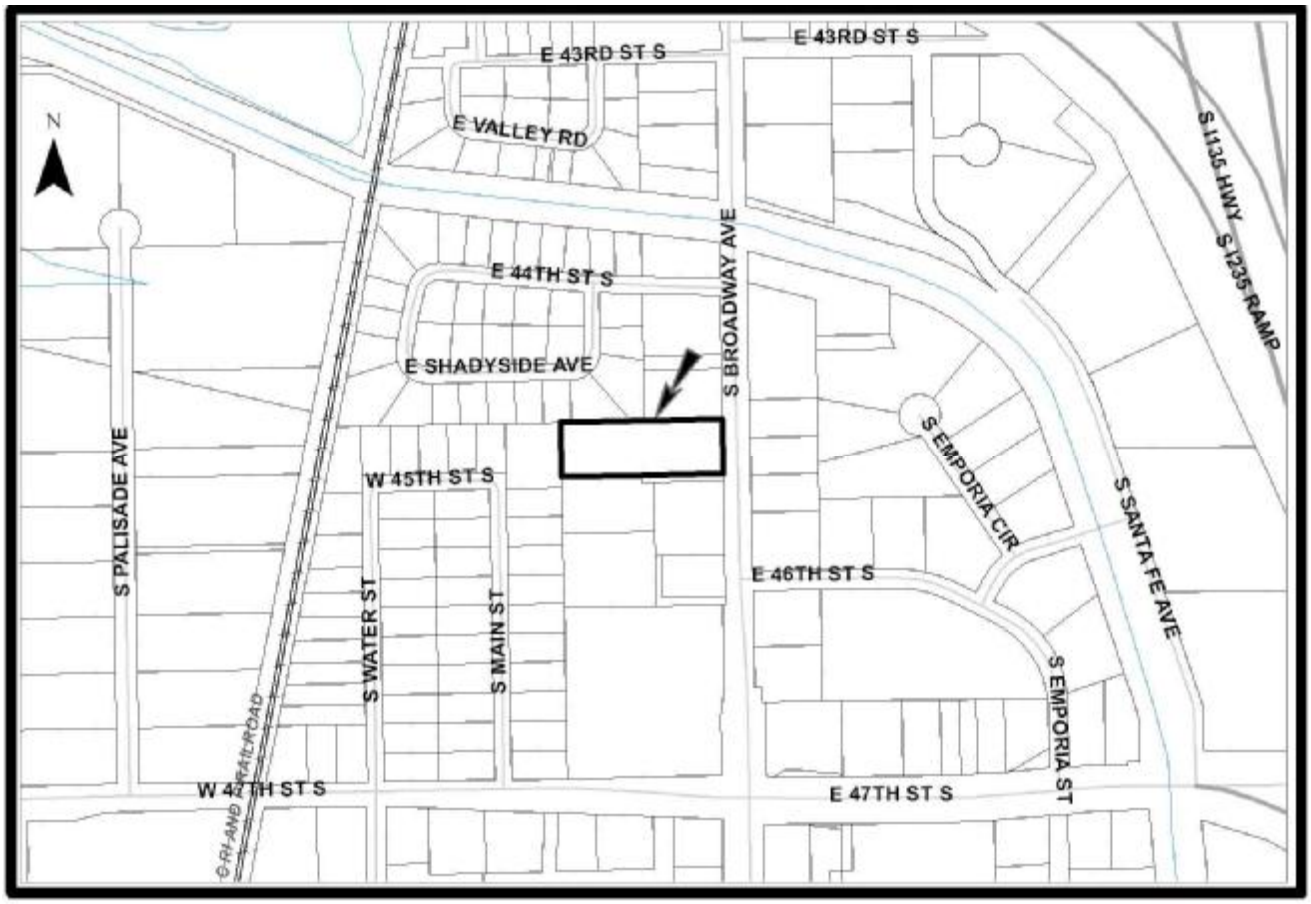
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

DAB IV Recommendation: Approve, vote (9-0).

MAPC Recommendation: Approve, vote (14-0).

MAPD Staff Recommendation: Approve.



Background: The application area is located approximately a quarter mile north and west of the intersection of Broadway Avenue and 47th Street South, with access to the site being off of South Broadway. The subject site is currently zoned LC Limited Commercial ("LC"), and the applicant is requesting the property be rezoned to GC General Commercial ("GC"). The site is currently classified as being developed with a restaurant (east half of the site) and a self-storage warehouse (west half of the site). The use of the site as a restaurant is a legal activity in the LC district, per the Unified Zoning Code ("UZC"), as is the self-storage warehouse, which was approved through a Conditional Use (CON2002-00036) by the Metropolitan Area Planning Commission ("MAPC") in August 2002.

The applicant proposes to operate an outdoor storage facility in conjunction with their existing self-storage warehouse facility. The L-shaped orientation of the existing self-storage warehouse provides an open area for their proposed outdoor storage area, while also providing screening from the residential development to the north and west of the subject site. This site has been utilized as a self-storage facility since 2002 and other self-storage facilities are currently operating on the other side of Broadway Avenue, and along MacArthur Road, less than a mile north of the subject site. Currently, some outdoor storage is occurring on the site, and the applicant is attempting to come into compliance by applying for the rezone to GC, which happens to be the predominant zone classification along this stretch of South Broadway.

As part of the preparation for this application, it was noted that the current self-service warehouse does not comply with all supplementary use regulations contained in Sec. III-D.6.y along with all the conditions originally set forth by CON2002-00036. That Conditional Use permit had 11 conditions attached to its approval, but two of those conditions have not been totally complied with: 1) requirement that screen walls shall be of a concrete or masonry material and 2) shall be consistent in color with the storage buildings. Also, a landscape plan appears to have been submitted as part of the previous Conditional Use; however, there currently is no landscaping on-site to reflect the submitted plan.

Along with the rezone request, staff recommends that a Protective Overlay ("PO") be included to emphasize the landscaping and screening of the proposed outdoor storage area. The proposed PO will have the applicant add landscaping in the space between the existing storage facility and the north and west property line. Also, the PO will require a screening fence to screen the storage area from ground view from South Broadway.

The zoning of the surrounding property is predominately GC. Property to the north is zoned SF-5 Single-family Residential ("SF-5") and GC and is currently developed with single-family residences and a hotel/motel. Property to the east of the subject site, across Broadway Avenue, is zoned GC and is currently developed with mini-storage and retail uses. Property to the south of the subject site is zoned GC and is developed with a vehicle sales lot. Property to the west of the subject site is zoned SF-5 and is developed with single-family residences.

The east half of the subject site is in Flood Zone AE, which identifies that area as subject to flooding by the 1% annual chance flood. The west half of the subject site is in Flood Zone X, which identifies the area being in a flood insurance rate zone that corresponds to areas outside the 100-year floodplain, and by areas protected from the 100-year flood by levees.

Analysis: At the DAB IV meeting held March 3, 2010, the DAB voted (9-0) to recommend approval of the request for GC zoning with the recommended Protective Overlay ("PO"). The only major issue out of the DAB meeting was landscaping and screening, which is addressed in the provisions of the proposed Protective Overlay #240.

At the MAPC meeting held February 18, 2010, the MAPC voted (14-0) to recommend approval of the request for GC zoning with the following Protective Overlay ("PO") #240:

1) Publication of the ordinance making this zone change effective shall be withheld until the site has been brought into full compliance with all applicable regulations.

2) All items stored outdoors are to be screened from ground view from South Broadway Avenue. The fence or screening wall shall be comprised of material, approved by the Unified Zoning Code, capable of screening the merchandise from view. One opening, not exceeding ten feet in width, may be left open during business hours, but must be gated and capable of screening the stored items from view when closed.

The case was approved by consent, and there was not anyone from the public to speak for or against the application. At the end of the two-week protest period, 3.66 percent of the total land area within the protest area submitted valid protests against the requested zoning. If the total land area protesting the case equal 20% or more, then it would take a 3/4 majority vote of the Council to overturn the protest and a 2/3 majority vote to overturn the MAPC's recommendation to deny the requested zoning.

The case was originally scheduled to be heard by the Wichita City Council in March, but the applicant requested that it be deferred until he was back in town from a trip, and also to find a contractor who could make the improvements to his property that are required by the proposed Protective Overlay.

Financial Considerations: None.

Goal Impact: Promote 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, approve the zone change with Protective Overlay #240 and place the ordinance on first reading;

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

OCA CODE 150004

ORDINANCE NO. 48-745

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. ZON2010-00001

Zone change request from LC Limited Commercial ("LC") to GC General Commercial ("GC") subject to Protective Overlay #240 on properties described as:

Lots 1, Cypress Addition, Wichita, Sedgwick County, Kansas; generally located about a quarter mile north and west of the intersection of 47th Street South and South Broadway (4551 South Broadway)

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #240:

1) Publishing of the ordinance making this zone change effective shall be withheld until the site has been brought into full compliance with all applicable regulations, especially Sec III-D. 6 y.

2) All items stored outdoors are to be screened from ground view from South Broadway Avenue. The fence or screening wall shall be comprised of material, approved by the Unified Zoning Code, capable of screening the merchandise from view. One opening, not exceeding ten feet in width, may be left open during business hours, but must be gated and capable of screening the stored items from view when closed.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

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

ADOPTED this 15th day of July, 2010.

ATTEST:

_____ _____

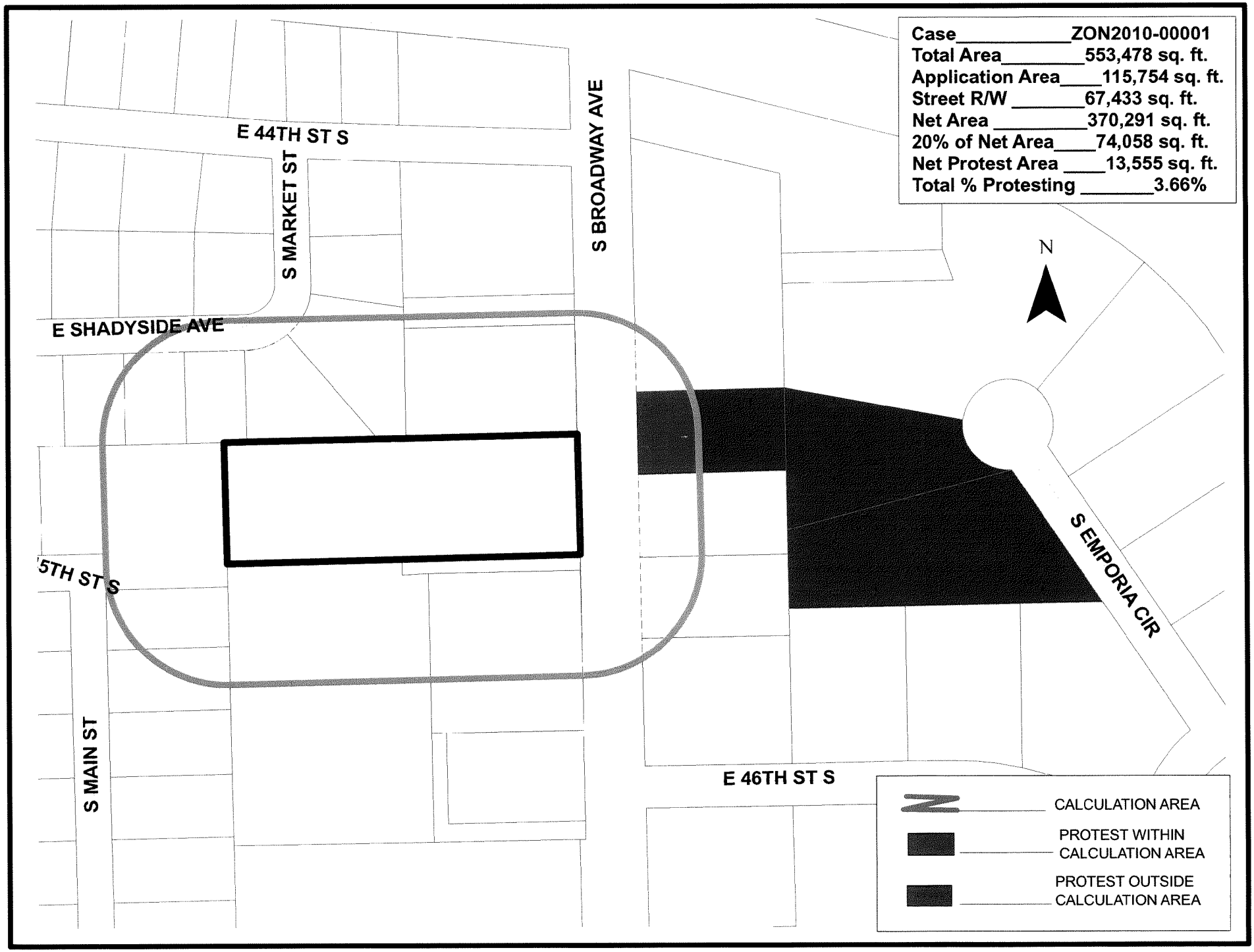
Karen Sublett, City Clerk Carl Brewer, Mayor

(SEAL)

Approved as to form:

_____

Gary E. Rebenstorf, Director of Law


Case ZON2010-00001
Total Area 553,478 sq. ft.
Application Area 115,754 sq. ft.
Street R/W 67,433 sq. ft.
Net Area 370,291 sq. ft.
20% of Net Area 74,058 sq. ft.
Net Protest Area 13,555 sq. ft.
Total % Protesting 3.66%
N
E 44TH ST S
S MARKET ST
S BROADWAY AVE
E SHADYSIDE AVE
5TH ST S
S MAIN ST
E 46TH ST S
S EMPORIA CIR
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA

EXCERPT FROM THE FEBRUARY 18, 2010, MAPC HEARING

Case No.: ZON2010-01 - Thomas Yun (Owner/Applicant) Request City zone change from LC Limited Commercial to GC General Commercial on property described as:
Lot 1, Cypress Addition to Wichita, Sedgwick County, Kansas, generally located one quarter mile north and west of the intersection of south Broadway and 47th Street South (4551 south Broadway).

BACKGROUND: The application area is located approximately a quarter mile north and west of the intersection of south Broadway Avenue and 47th Street, with access to the site being off of south Broadway. The subject site is currently zoned LC Limited Commercial ("LC") and the applicant is requesting the property be rezoned to GC General Commercial ("GC"). The site is currently classified as being developed with a restaurant (east half of the site) and a self-storage warehouse (west half of the site). The use of the site as a restaurant is a legal activity in the LC district, per the Unified Zoning Code ("UZC"), as is the self-storage warehouse, which was approved through a Conditional Use by the Metropolitan Area Planning Commission ("MAPC") in August 2002.

The applicant proposes to operate an outdoor storage facility in conjunction with their existing self-storage warehouse facility. The L-shaped orientation of the existing self-storage warehouse provides an open area for their proposed outdoor storage area, while also providing screening from the residential development to the north and west of the subject site. This site has been utilized as a self-storage facility since 2002 and other self-storage facilities are currently operating on the other side of Broadway, and along MacArthur, less than a mile north of the subject site. Currently, some outdoor storage is occurring on the site and the applicant is attempting to come into compliance by applying for the rezone to GC, which happens to be the predominant zone classification along this stretch of South Broadway.

As part of the preparation for this application it was noted that the current self-service warehouse does not comply with all supplementary use regulations contained in Sec. III-D.6.y along with all the conditions originally set forth by CON2002-00036. That conditional use permit had 11 conditions attached to its approval, but two of those conditions have not been totally complied with; comply with the requirements of Section III.D.6.y, and that screen walls shall be of a concrete or masonry material, and shall be consistent in color with the storage buildings. A landscape plan appears to have been submitted as part of the previous conditional use; however, there currently is no landscaping on site to reflect the submitted plan.

Along with the rezone request, staff recommends that a Protective Overlay ("PO") be included to emphasize the landscaping and screening of the proposed outdoor storage area. The proposed PO will have the applicant add landscaping in the space between the existing storage facility and the north and west property line. Also the PO will require a screening fence to screen the storage area from ground view from South Broadway.

The zoning of the surrounding property is predominately GC. Property to the north is zoned SF-5 Single-family Residential ("SF-5") and GC and is currently developed with single-family residences and a hotel/motel. Property to the east of the subject site, across South Broadway, is zoned GC and is currently developed with mini-storage and retail uses. Property to the south of the subject site is zoned GC, and is developed with a vehicle sales lot. Property to the west of the subject site is zoned SF-5 and is developed with single-family residences.

The east half of the subject site is in Flood Zone AE, which identifies that area as be subject to flooding by the 1% annual chance flood. The west half of the subject site is in Flood Zone X, which identifies the area being in a flood insurance rate zone that corresponds to areas outside the 100-year floodplain, and by areas protected from the 100-year flood by levees.

CASE HISTORY: The application area is platted as Lots 1, Cypress Addition, recorded May 30, 1974. There have been a couple land use cases on this site since 2002. CON2002-00036 was approved by the MAPC on August 8, 2002, to allow the west half of the site to be used for a self-storage warehouse. ZON2004-00057, with associated case CON2004-00037, was approved by the Wichita City Council on December 21, 2004, to rezone the site from SF-5 to LC and to allow a nightclub within 200 feet of a residential zoning district by Conditional Use.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5 & GC	Residential and Hotel/Motel
SOUTH:	GC &LC	Car Sales and Parking/Access
EAST:	GC	Mini-Storage and Retail
WEST:	SF-5	Residential

PUBLIC SERVICES: South Broadway Avenue, along the east side of the subject site, is a paved four-lane minor arterial with approximately 39,000 average daily trips. The nearest major intersection, South Broadway and 47th Street South, (currently undergoing major re-construction) is located approximately one-quarter mile south of the subject site. 47th Street South is a paved four-lane principal arterial with approximately 39,000 average daily trips. All municipal services are available to the site.

CONFORMANCE TO PLANS/POLICIES: The Land Use Guide of the Comprehensive Plan identifies this area as "Local Commercial." "This category encompasses areas that contain concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of recommended uses includes: medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities. On a limited presence basis, these areas may also include mini-storage warehousing and small scale, light manufacturing." In terms of conformance with commercial goals/objectives/strategies and locational guidelines, the application conforms with the **Commercial/Office Objective** to "Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses," as well as **Strategy III.B.6** recommends that traffic generated by commercial activities be channeled to the closest major thorough-fare with minimum impact upon local residential streets.

Commercial Locational Guideline #1 of the *Comprehensive Plan* recommends that commercial sites should be located adjacent to arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion. The proposed development complies with this guideline. **Commercial Locational Guidelines #3** recommends site design features that limit noise, lighting and other aspects that may adversely affect residential use; **#5** commercially-generated traffic should not feed directly onto local residential streets; and **#6** commercial uses that are not located in planned centers or nodes (including large free-standing buildings, auto-related and non-retail uses) should be guided to other appropriate areas such as the CBD fringe; segments of Kellogg; established areas of similar development; and, areas where traffic patterns, surrounding land uses and utilities can support such development.

RECOMMENDATION: This site has been utilized as a self-storage facility for some time and uses of similar intensity are common in this area. Staff has received one call about the request and that was just for information on the request, not opposition. Also, staff has received one protest petition from the owners of the self-storage facility across the street from the subject site. With this information available prior to the public hearings, planning staff recommends that the request be **APPROVED**, subject to the provisions of a Protective Overlay (PO):

1. Publishing of the ordinance making this zone change effective shall be withheld until the site has been brought into full compliance with all applicable regulations, especially Sec III-D. 6 y.

2. All items stored outdoors are to be screened from ground view from South Broadway Avenue. The fence or screening wall shall be comprised of material, approved by the Unified Zoning Code, capable of screening the merchandise from view. One opening, not exceeding ten feet in width, may be left open during business hours, but must be gated and capable of screening the stored items from view when closed.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The zoning of the surrounding property is predominately GC. Property to the north is zoned SF-5 and GC and is currently developed with single-family residences and a hotel/motel. Property to the east of the subject site, across South Broadway, is zoned GC and is currently developed with mini-storage and retail uses. Property to the south of the subject site is zoned GC, and is developed with a vehicle sales lot. Property to the west of the subject site is zoned SF-5 and is developed with single-family residences.

2. The suitability of the subject property for the uses to which it has been restricted: The site is currently zoned LC Limited Commercial. The LC district permits a wide range of uses that could be appropriate at this location.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: This property is located adjacent to or near GC, LC and SF-5 zoned property. Approval of this request will not introduce zoning or potential uses into the area that do not already exist.

4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Denial of the request would cause the applicant an economic hardship since one of the uses on the site is already a self-storage facility. Approval of the request will allow this property to be utilized in a manner appropriate for this location and the proposed PO will mitigate potential negative impacts that could affect nearby properties.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The Land Use Guide of the Comprehensive Plan identifies this area as "Local Commercial." "This category encompasses areas that contain concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of uses includes medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities. On a limited presence basis, these areas may also include mini-storage warehousing and small scale, light manufacturing." The current zoning request for GC, subject to the recommended protective overlay, for the 0.3-acre subject site is in conformance with the Comprehensive Plan's recommended development. In terms of conformance with commercial goals/objectives/strategies and locational guidelines, the application conforms with the Commercial/Office Objective to "Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses," as well as Strategy III.B.6 Channel traffic generated by commercial activities to the closest major thorough-fare with minimum impact upon local residential streets.

6. Impact of the proposed development on community facilities: All services are in place, and any increased demand on community facilities can be handled by current infrastructure.

DERRICK SLOCUM, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

HILLMAN moved, **MITCHELL** seconded the motion and it carried (14-0).

Agenda Item No. V-2

City of Wichita
City Council Meeting
June 8, 2010

To: Mayor and City Council

Subject: ZON2010-00014 - City zone change from B Multi-family Residential ("B") to LI Limited Industrial ("LI"); generally located west of North Santa Fe Street and 190 feet south of East 14th Street. (District VI)

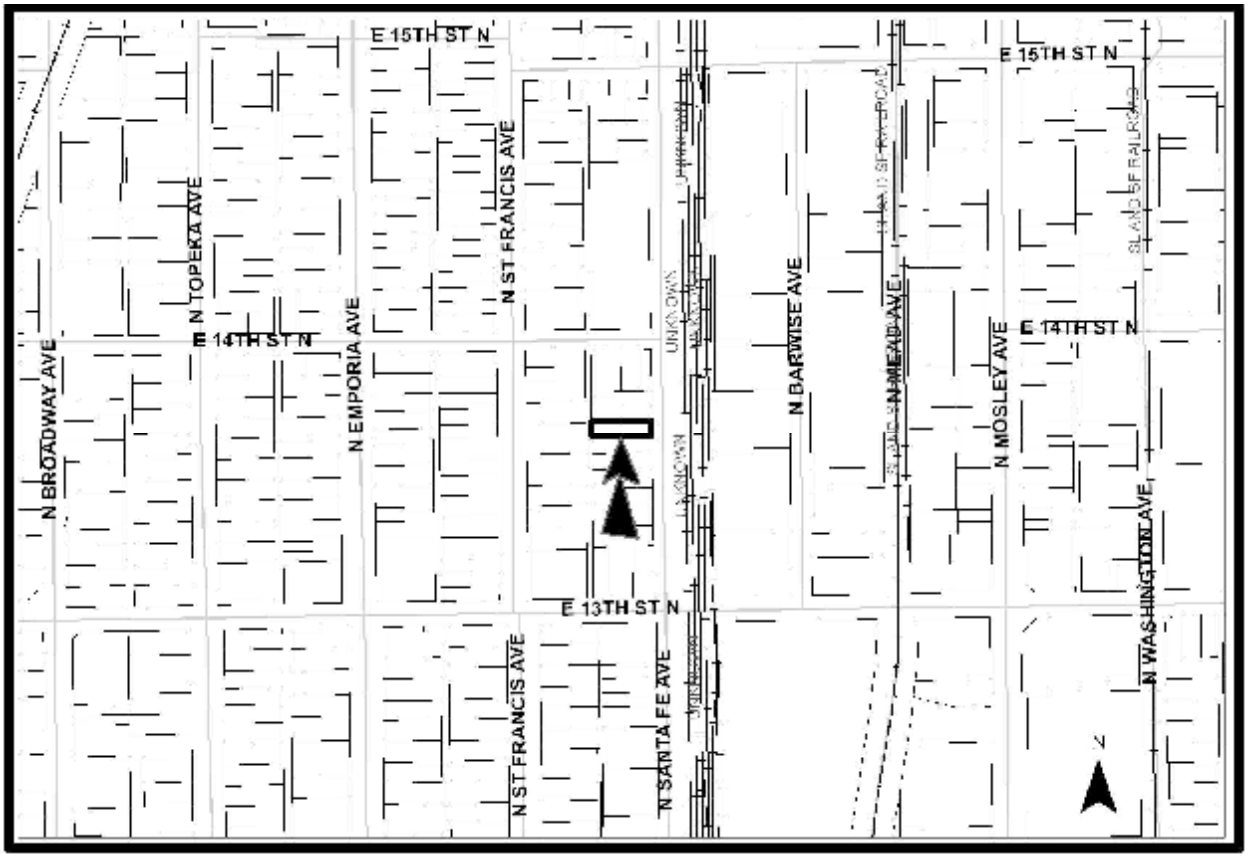
Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

MAPC Recommendations: Approve (11-0).

MAPD Staff Recommendations: Approve.

DAB VI Recommendations: Approve unanimously (5-0).



Background: William MacPherson owns .11 acre located at 1441 North Santa Fe Street that is currently zoned B Multi-family Residential ("B"). Mr. MacPherson bought the property in 2003, obtained a building permit for a warehouse on June 24, 2003, that was final inspected on December 23, 2003. Additional electrical and plumbing permits have been granted since that time. The property was zoned LI Limited Industrial ("LI") when it was purchased by Mr. MacPherson. The warehouse is currently leased and has a number of vehicles parked and/or stored outside.

One of the recommendations contained in the *Midtown Neighborhood Plan* (approved May 2004) was the voluntary rezoning of properties whose zoning was more intense than that required for the actual use. Apparently in 2004, when the Midtown down zoning (DR2004-00009) initiative was undertaken, Mr. MacPherson's property was re-zoned from LI to B. Council Member's may remember that in all three of the previous neighborhood plans that involved mass rezoning, property owners were given the opportunity to opt out. Mr. MacPherson's name was on the notification list; however, for whatever reason, this property was down zoned to the B district. Multi-family zoning does not properly serve a lot that is developed with a warehouse. He recently received a notice of violation from the Office of Central Inspection and visited the Planning Department to determine his options to restore the property's LI zoning.

Section V-A.1 of the Unified Zoning Code (UZC) specifies that the Metropolitan Area Planning Commission (MAPC) or the governing body may initiate any action permitted by the UZC. On March 18, 2010, based upon the authority found in Sec. V-A.1, Planning staff asked the MAPC to initiate a request to rezone 1441 North Santa Fe from B to LI. By a vote of 11-0, the MAPC authorized staff to initiate an application for the MAPC to consider.

Properties located north and south of the application area for the entire half-block face are zoned LI, except for 627 East 14th Street that is zoned B. The ownership located immediately to the north appear to be used for outside storage, then north of that are residences built circa 1907 to 1920 that front either Santa Fe or 14th Street. The lot located immediately to the south of the subject site has a residence, built in 1907, and owned by the same company that owns the warehouse and outside storage located further to the south. (Residences located on lots zoned LI are nonconforming uses per the current zoning code.) Property located to the east, across Santa Fe, is developed with elevated railroad tracks. Properties located west of the site, across an alley, are zoned TF-3 Two-family Residential ("TF-3").

J.B. Holdings, Inc. owns all of the lots located south and the lot or ownership located immediately north of the subject tract. Daniel J. Phillippi owns all of the lots located further north of the lot immediately north of the subject tract to 14th Street, as well as the lots located east of the alley that front 14th Street. Thus, of the three property owners that own the half-block fronting Santa Fe, the subject property is one of two that are zoned LI.

Analysis: At the DAB VI meeting held on May 3, 2010, the DAB considered the requested LI zoning and recommended APPROVAL (5-0). There were not any members of the public that spoke for or against the requested zoning at the DAB meeting.

At the MAPC meeting held on May 6, 2010, the MAPC voted to APPROVE (11-0) the requested LI zoning. There were not any members of the public that spoke for or against the request at the MAPC meeting. There have not been any protest petitions received. It takes a 2/3 majority vote to overturn the MAPC's recommendation to approve the requested zoning.

Financial Considerations: None.

Goal Impact: Promote 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; place the ordinance establishing the zone change on first reading.

Attachments: MAPC minutes, DAB minutes and ordinance.

OCA CODE 150004

ORDINANCE NO. 48-746

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. ZON2010-00014

Zone change request from B Multi-family Residential ("B") to LI Limited Industrial ("LI") on properties described as:

South 2 Feet of Lot 89 and all of Lot 91 & the North 10 Feet of Lot 93, North Park Addition, Wichita, Sedgwick County, Kansas; generally located south side of East 14th Street and west of North Santa Fe (1441 North Santa Fe)

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

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

ADOPTED this 15th day of June, 2010.

ATTEST:

_____ _____

Karen Sublett, City Clerk Carl Brewer, Mayor

(SEAL)

Approved as to form:

_____

Gary E. Rebenstorf, Director of Law

EXCERPT OF THE MAY 6, 2010 MAPC HEARING

Case No.: ZON2010-14 - William MacPherson (owner) Request City zone change from B Multi-Family Residential to LI Limited Industrial on property described as;

S 2 FT LOT 89 - ALL LOT 91 & N 10 FT LOT 93 NORTH PARK ADDITION, generally located south of 14th Street North, west of Santa Fe Street (1441 North Santa Fe Street).

BACKGROUND: William MacPherson owns .11 acre located at 1441 North Santa Fe Street that is currently zoned B Multi-family Residential ("B"). Mr. MacPherson bought the property in 2003, obtained a building permit for a warehouse on June 24, 2003, that was final inspected on December 23, 2003. Additional electrical and plumbing permits have been granted since that time. The property was zoned LI Limited Industrial ("LI") when it was purchased by Mr. MacPherson. The warehouse is currently leased and has a number of vehicles parked and/or stored outside.

One of the recommendations contained in the *Midtown Neighborhood Plan* (approved May 2004) was the voluntary rezoning of properties whose zoning was more intense than that required for the actual use. Apparently in 2004, when the Midtown down zoning (DR2004-00009) initiative was undertaken, Mr. MacPherson's property was re-zoned from LI to B. Commissioner's may remember that in all three of the previous neighborhood plans that involved mass rezoning, property owners were given the opportunity to opt out. Mr. MacPherson's name was on the notification list; however, for whatever reason, this property was down zoned to the B district. Multi-family zoning does not properly serve a lot that is developed with a warehouse. He recently received a notice of violation from the Office of Central Inspection and visited the planning department to determine his options to restore the property's LI zoning.

Section V-A.1 of the Unified Zoning Code (UZC) specifies that the Metropolitan Area Planning Commission (MAPC) or the governing body may initiate any action permitted by the UZC. On March 18, 2010, based upon the authority found in Sec. V-A.1, planning staff asked the MAPC to initiate a request to rezone 1441 North Santa Fe from B to LI. By a vote of 11-0, the MAPC authorized staff to initiate an application for the MAPC to consider.

Properties located north and south of the application area for the entire half-block face are zoned LI, except for 627 East 14th Street that is zoned B. The ownership located immediately to the north appear to be used for outside storage, then north of that are residences built circa 1907 to 1920 that front either Santa Fe or 14th Street. The lot located immediately to the south of the subject site has a residence, built in 1907, and owned by the same company that owns the warehouse and outside storage located further to the south. (Residences located on lots zoned LI are nonconforming uses per the current zoning code.) Property located to the east, across Santa Fe, is developed with elevated railroad tracks. Properties located west of the site, across an alley, are zoned TF-3 Two-family Residential ("TF-3").

J.B. Holdings, Inc. owns all of the lots located south and the lot or ownership located immediately north of the subject tract. Daniel J. Phillippi owns all of the lots located further north of the lot immediately north of the subject tract to 14th Street, as well as the lots located east of the alley that front 14th Street. Thus, of the three property owners that own the half-block fronting Santa Fe, the subject property is one of two that are zoned LI.

CASE HISTORY: A 1937 zoning map shows the half-block on which this property is located to be zoned E Light Industrial (LI Limited Industrial in our present code). The property is platted as the North Park Addition, recorded in 1886, and the legal description for the application area is: the south two feet of Lot 89, all of Lot 91 and the north 10 feet of Lot 93, North Park Addition.

ADJACENT ZONING AND LAND USE:

NORTH:	LI	Limited Industrial, B Multi-family Residential; outside storage, residences
SOUTH:	LI	Limited Industrial; residence, warehouse
EAST:	LI	Limited Industrial; elevated railroad track
WEST:	TF-3	Two-family Residential; single-family residences

PUBLIC SERVICES: For the block containing the application area, Santa Fe is a sand and gravel street with 60 feet of right-of-way at its widest point. Due to the elevated railroad, Santa Fe narrows to less than 60 feet in this block segment. The segment of Santa Fe south of 13th Street is an improved curb and gutter street. Other services are available or can be extended.

CONFORMANCE TO PLANS/POLICIES: The 2020 Future Land Use Concept map contained in the Midtown Plan indicates this site is appropriate for multi-unit/potential park uses. The redevelopment policies contained in the plan state that Santa Fe was to become a buffer area. Specifically, the plan states the need to provide for the acquisition of lands that may become part of the Santa Fe open space buffer as they become available, condemn all dilapidated structures between Murdock and 18th Street, ensure that temporary interim uses exclude heavy industrial uses and encourage the development of infill multi-unit housing as an alternative to preferred open space/park uses (page 46, Midtown Plan).

The 2030 Wichita Functional Land Use Guide Map indicates the site is appropriate for urban residential uses.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: All of the lots facing Santa Fe between 13th Street and 14th Street are zoned LI except the subject site. Only one other lot in that half-block other than the applicants is zoned B and it fronts 14th Street. Less than half of the block face is developed with residential uses; the remainder of the block is used for warehousing or other nonresidential uses.

2. The suitability of the subject property for the uses to which it has been restricted: Warehousing is not a permitted use in the B district, pretty much rendering the existing building on the lot unusable. Garages on residentially zoned lots are legally permitted only if there is a principal residence. The majority of the existing lots on the block face are not currently used for residential purposes and are zoned LI, making the B zoning inappropriate. Also, the site is developed with a warehouse building that probably cannot economically be converted to a use permitted in the B district.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of LI zoning should not detrimentally impact nearby property owners since it was previously zoned LI and all of the lots facing Santa Fe are already zoned LI.

4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Denial would presumably be an economic hardship on the property owner.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The requested change is not consistent with the plan maps noted above; however the residential designation was predicated on beautification efforts associated with elevating the railroad tracks. It would be a very unusual circumstance if an owner or investor would be willing to invest in this lot for a use allowed only in the B district.

6. Impact of the proposed development on community facilities: None identified.

DALE MILLER, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

JOHNSON moved, **HENTZEN** seconded the motion, and it carried (11-0).

INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Terri Dozal, Neighborhood Assistant, District VI

SUBJECT: **ZON2010-00014** City zone change from B Multi-Family Residential to LI Limited Industrial. General Location: South of 14th Street North, west of Santa Fe Street (1441 North Santa Fe Street).

DATE: May 4, 2010

On Monday, May 3, 2010 the District VI Advisory Board (DAB) considered a City zone change from B Multi-Family Residential to LI Limited Industrial.

The members were provided the MAPD staff report for review prior to the meeting. *Dale Miller*, Planner presented the case background, reviewed the staff recommendation and answered questions of members and the public.

The Board asked the following questions/comments:

- Would this effect the buffer near the railroad overpass.

There was no applicant or agent present.

******Action:** The District VI Advisory Board members made a motion to recommend to City Council Approval (**5-0**) of the zone change request.

Please review this information when **ZON2010-00014** is considered.

mtd

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: SUB2010-00019 -- Plat of Dunbar Addition located north of Central, west of Hydraulic. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of one lot on 1.1 acres, is located within Wichita's city limits and is zoned SF-5 Single-family Residential and GC General Commercial.

Analysis: Water and sewer services are available to serve the site. A dedication of right-of-way for a turnaround has been submitted.

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

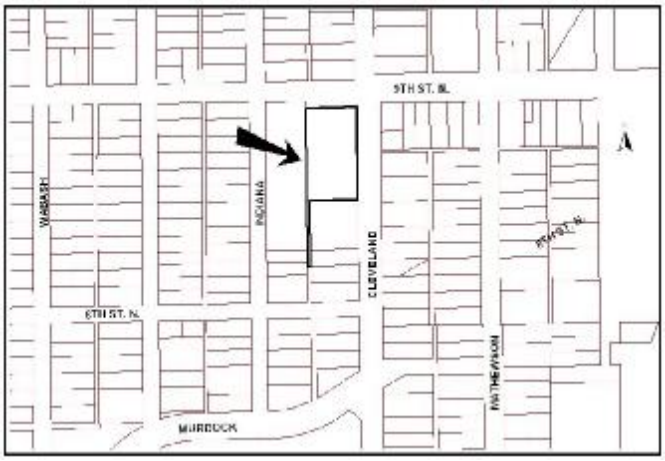
Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Dedication will be recorded with the Register of Deeds.

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

Attachments: None.



DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, Barbara Fuller, President of Unified School District 259, owner of the following described real estate in Sedgwick County, Kansas, to wit:

The east 20 feet of Lot 8, Hammonds Addition to Wichita (Sedgwick County), Kansas.

do hereby dedicate the above described real estate to the public for a alley turn around.

EXECUTED this 7th day of May, 2010.

Unified School District 259

Barbara Fuller

Barbara Fuller, President

SEAL OF USD 259 WICHITA PUBLIC SCHOOLS Sedgwick County KS USA

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing instrument acknowledged before me this 7th day of May, 2010, by Barbara Fuller, President of Unified School District 259.

Mike Willome, Notary Public

(SUB 2010-19)

My appointment expires 6-9-11

MIKE WILLOME
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 6-9-11

City of Wichita
City Council Meeting
June 8, 2010

TO: Wichita Airport Authority

SUBJECT: General Services Administration – U. S. Government Lease for Real Property Supplemental Lease Agreement No. 3

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental lease agreement.

Background: On March 24, 2009, the Wichita Airport Authority approved a lease and supplemental lease agreement with General Services Administration (GSA) to lease 8,626 sq. ft. of space on the second floor of the Terminal Building to the Transportation Security Administration (TSA), for a five-year period through January 14, 2014, with the right of either party to cancel the agreement after January 14, 2011. On August 25, 2009, at the GSA's request, the WAA approved seven designated surface parking spaces in the AMPCO employee parking lot for GSA's government-owned vehicles.

Analysis: The GSA has requested two additional designated parking spaces adjacent to the seven parking spaces currently assigned to GSA. Space is available in the AMPCO employee parking lot to accommodate the GSA's request. In that designation of these spaces requires approval of additional funds, the GSA has submitted a supplemental lease agreement to reflect the additional funds. Staff recommends designation of the spaces; however, has included language in the agreement which states that the WAA has the right to temporarily or permanently relocate the reserved parking spaces as may be required due to construction or reconstruction of Airport facilities, by providing the GSA with a 30-day written notice.

Financial Considerations: Revenue to the WAA is $132 per year per space for an annual revenue of $264.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through facilitating leases which complement airport security, thereby making the airport a safer place for the traveling public.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the supplemental lease agreement, and authorize necessary signatures.

Attachments: Supplemental Lease Agreement No. 3.

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO.	TO LEASE NO.	DATE	PAGE
3	GS-06P-80093		1 OF 2

ADDRESS OF PREMISES
Wichita Mid-Continent Airport, 2173 Air Cargo Road, Wichita, KS 67209-1958

THIS AGREEMENT, made and entered into this date by and between WICHITA AIRPORT AUTHORITY

whose address is 2173 Air Cargo Road
Wichita, KS 67209-1958

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

Effective June 1, 2010:

The following reflects the necessary amendment to the lease due to the addition of two (2) reserved surface parking spaces.

1. Paragraph 1 of the Lease is amended as follows:

   The Lessor hereby leases to the Government the following described premises:

   A total of 10,820 rentable square feet (RSF) of office and related space, which yields 8,626 ANSI/BOMA Office Area square feet (USF) on the second level of the Wichita Regional Airport in Wichita, KS to be used for such purposes as determined by the General Services Administration. A total of nine (9) surface parking spaces are to be reserved for official vehicles as shown in Attachment B. The Government shall pay the Lessor a total annual rent of $840.00 for seven (7) of the surface parking spaces, and a total annual rent of $264.00 for two (2) of the surface parking spaces.

2. The table in Paragraph 3 of the Lease is amended as follows:

Annualized				Total Monthly Rent
Shell	Cost of Services	Parking	Total Annual Rent	
$ 326,457.06	$ 42,342.94	$ 1,104.00	$ 369,904.00	$ 30,825.33

All annual rents stated above exclude CPI escalations.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE WICHITA AIRPORT AUTHORITY	NAME OF SIGNATURE
CARL BREWER, PRESIDENT	
ADDRESS 2173 AIR CARGO ROAD, WICHITA, KS 67209	
IN THE PRESENCE OF (SIGNATURE)	NAME OF SIGNER
KAREN SUBLETT, CITY CLERK	

UNITED STATES OF AMERICA

SIGNATURE	NAME OF SIGNER
	Matthew W. Helmering
	OFFICIAL TITLE OF SIGNER
	Lease Contracting Officer

BY: _____ APPROVED AS TO FORM: _____
VICTOR D. WHITE, DIRECTOR OF AIRPORTS DIRECTOR OF LAW

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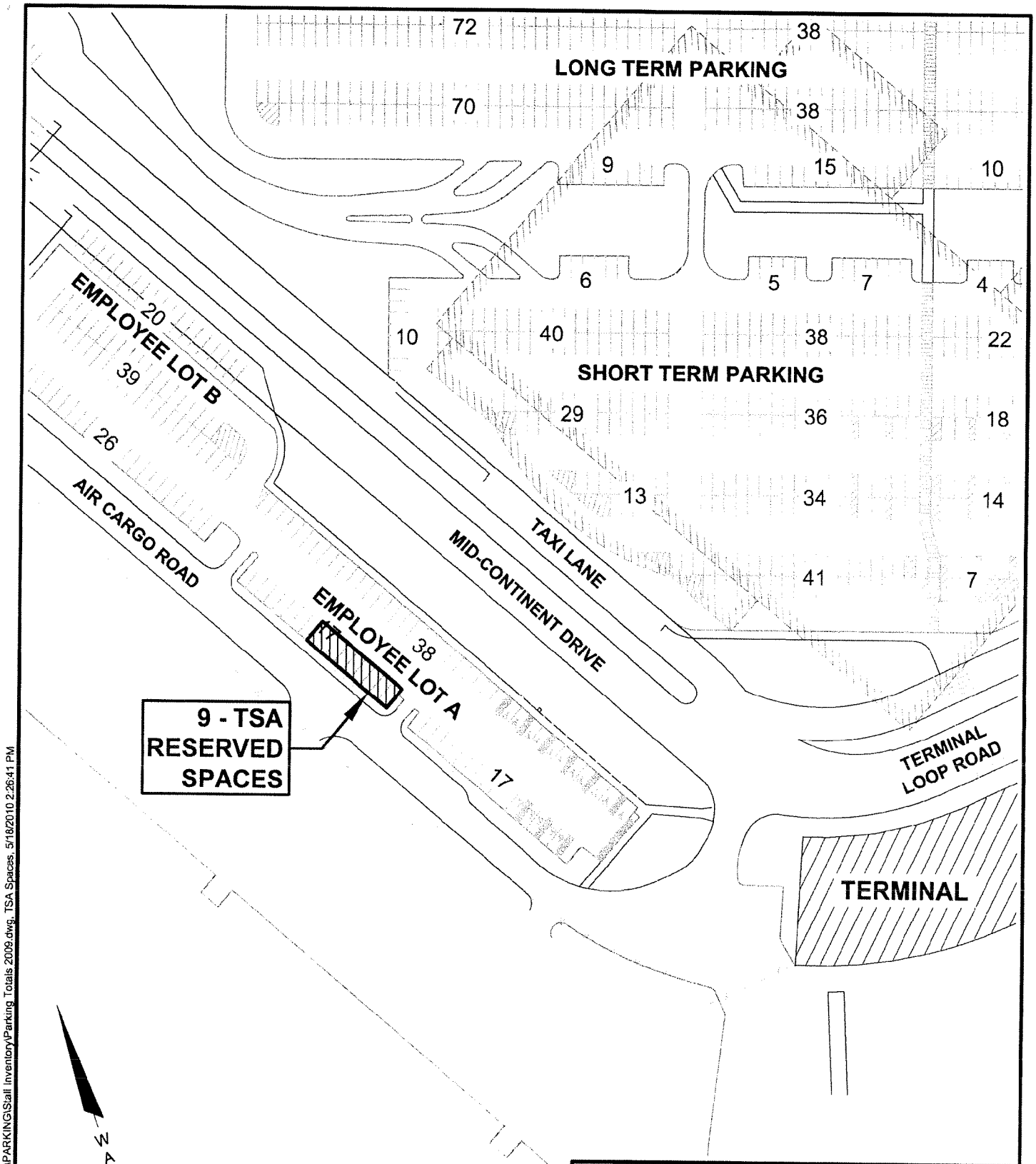
3. Paragraph 4 of the Lease is amended as follows:

The Government may terminate this lease in whole or in part at any time after the 2nd year by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

It is understood and agreed upon that the Lessor reserves the right to temporarily or permanently relocate the nine (9) reserved surface parking spaces as may be required due to construction or reconstruction of Airport facilities. The Lessor will provide the Government with a 30-day written notice advising the Government of the relocation.

Initials: _____ & _____
Lessor Gov't



Initials: _____ & _____
Lessor Gov't

GS-06P-80093 SLA #3

TSA RESERVED PARKING SPACES

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
5/18/10	H.G.O.	1" = 100'	1 of 1

D:\Drawings\217-Street Pavement\PARKING\Stall Inventory\Parking Totals 2009.dwg, TSA Spaces, 5/18/2010 2:26:41 PM

City of Wichita
City Council Meeting
May 25, 2010

TO: Wichita Airport Authority

SUBJECT: Taxiway A1 Extension and Apron
Engineering Services Contract
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the contract.

Background: The approved Capital Improvement Program (CIP) includes this project. Professional Engineering Consultants (PEC) was selected by the Staff Screening Selection Committee as the most qualified of the four firms interviewed. On June 12, 2007 the Wichita Airport Authority approved a project to extend Taxiway A1 and construct an apron for pending tenant development with a pre-design budget of $1,040,000. On May 4, 2010 the Wichita Airport Authority (WAA) increased the budget to $1,750,000 to reflect the project's final scope as it will be constructed.

Analysis: In accordance with the Authority's lease agreement with Sedgwick County for the National Center for Aviation Training (NCAT), the Authority is obligated to construct this taxiway and apron to serve the NCAT complex. This project will provide such airfield access and is timed to occur after the County's contractor has finished the required earthwork and before the facility needs airfield access by late summer of 2010. Construction is imminent and will begin in June.

Financial Considerations: In return for the County's up-front rent payment of $3.263 million, the Authority is obligated to fund the first $1 million of the project cost for the taxiway and apron to serve the NCAT complex. Sedgwick County is then obligated to reimburse the Authority for the project costs that pertain to their complex in excess of $1 million. The project will be constructed in accordance with Federal Aviation Administration (FAA) design standards in order to preserve the ability to receive future FAA Airport Improvement Program (AIP) grant funds on eligible work. Until FAA funds are received, the project will be funded with General Obligation debt funded with Airport Revenue. A consultant services contract for engineering and construction phase services in the amount of $262,726 with PEC has been prepared. The current project budget includes funding for this contract.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through the development of airfield pavements to serve the aviation community.

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

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

Attachments: Contract.

SUPPLEMENTAL AGREEMENT NO. 2

to the

CONTRACT FOR CONSULTING SERVICES DATED JUNE 12, 2007

between

THE WICHITA AIRPORT AUTHORITY, WICHITA, KANSAS

Party of the First Part, hereinafter called the

"OWNER"

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

303 South Topeka

Wichita, Kansas

Party of the Second Part, hereinafter called the

"CONSULTANT"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties dated June 12, 2007 and Supplemental Agreement No. 1 dated April 28, 2009 covering Consulting Services to be provided by the CONSULTANT in conjunction with the Taxiway A-1 Extension Apron and Channel Improvements (formally named the Taxiway A Extension and Construction of Apron) at Colonel James Jabara Airport, Wichita, Sedgwick County, Kansas, and,

WHEREAS, the OWNER now desires to modify the SCOPE OR SERVICES,

WHEREAS, Article IV.B. provides that, upon request by the OWNER, the CONSUTLANT will prepare an estimate of the fee for the change in services,

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

The SCOPE OF SERVICES under ARTICLE I of the original Contract shall be modified to include the SCOPE OF SERVICES as outlined herein as EXHIBITS SA2-1 and SA2-1A.

The schedule, as described under ARTICLE II, Paragraph J, shall be modified as shown herein as EXHIBIT SA2-2.

The DBE goals as described under ARTICLE II, Paragraph M shall be modified herein to be 9.23%.

The payment provisions under ARTICLE IV shall be modified herein to include:

D. Payment for performance of the design and bid phase services shall be on the basis of a lump sum amount of $91,042.00. Payments shall be as allowed in Chapter 4, Federal Aviation Administration Advisory Circular 150/5100-14D dated September 30 2005, unless otherwise noted herein. The fee summaries are provided in EXHIBITS SA2-3, SA2-4 and SA2-5. A portion of the project is AIP eligible and the fee breakdown of the eligible and non-eligible fees is:

	AIP Eligible	Non-AIP Eligible	Total
Design	$13,359.00	$71,641.00	$85,000.00
Bid	1,443.00	4,599.00	6,042.00
Total	$14,802.00	$76,240.00	$91,042.00

Payment for performance of the construction phase services shall be on a cost plus fixed fee basis with a not to exceed amount of $171,583.44. Payments shall be as allowed in Chapter 4, Federal Aviation Administration Advisory Circular 150/5100-14D dated September 30 2005, unless otherwise noted herein. The fee summaries are provided in EXHIBITS SA2-6, SA2-7, SA2-8 and SA2-9. A portion of the project is AIP eligible and the fee breakdown of the eligible and non-eligible fees is:

	AIP Eligible	Non-AIP Eligible	Total
Construction Services	$25,752.86	$145,930.58	$171,683.44

The parties hereunto mutually agree that all provisions and requirements of the original specifically modified by Supplemental Agreement shall remain in force and effect.

E. The ENGINEER'S overhead for this Agreement shall be 1.2945.

IN WITNESS THEREOF, the OWNER and CONSULTANT have executed this Supplemental Agreement as of this _____ day of _____, 2010.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President "OWNER"

By: _____
Victor D. White, Director of Airports

ATTEST:

PROFESSIONAL ENGINEERING CONSULTANTS
303 S. Topeka
Wichita, Kansas

By: David Hallbrand

By: Peggy K Freeman

Title: Principal

Title: Vice President

APPROVED AS TO FORM: [signature] Date: 5-24-10
Director of Law

ATTACHMENTS: EXHIBIT SA2-1 & SA2-1A– Scope of Services and Site Plan
EXHIBIT SA2-2 – Design Schedule
EXHIBIT SA2-3 through SA2-9 – Fee Schedules

SCOPE OF SERVICES
TAXIWAY A-1 AND APRON
COLONEL JAMES JABARA AIRPORT

THE ENGINEER AGREES to furnish and perform the various PROJECT related engineering and technical services in accordance with the following provisions:

A. PHASE I, FINAL ENGINEERING PLANS, SPECIFICATIONS, AND CONSTRUCTION COST ESTIMATES. When authorized by the OWNER, the ENGINEER will proceed with the preparation of Final Engineering Plans, Contract Documents and Cost Estimates for the following PROJECT elements; 1) Construction of Taxiway A-1 and 2) Construction of an aircraft apron. Phase I services shall conclude with advertisement of the PROJECT to bid. Specifically, the ENGINEER will undertake the following tasks:

1. Perform field survey of the Taxiway A and aircraft apron project area using mean sea level vertical datum and Kansas State Plane coordinate system horizontal control. Field survey will be limited to the vicinity of Taxiway A-1 and the aircraft apron. General grading of the area to the southwest of the project site, as may be included with the project, will use the 2007 aerial contour mapping for vertical data, with supplemental field survey to identify specific features which are not identified on the aerial photographs. All field surveys shall include topographic features, utility locates, miscellaneous planimetric and topographic measurements, and establishing horizontal and vertical control for the PROJECT.

2. Perform geotechnical survey for the PROJECT to determine underlying soil conditions.

3. Prepare base plans for all PROJECT elements noted.

4. Design approximately 525 L.F. of new Taxiway A extending west from existing Taxiway A and approximately 4850 S.Y. of aircraft apron at the end of the Taxiway A extension. See Exhibit SA2-1A for diagram of PROJECT elements. Design efforts for taxiway and apron construction will include:
    a. Taxiways designed to Group II aircraft standards. (W=35')
    b. Pavements designed to accommodate the design aircraft to be specified by the Owner.
    c. Pavement subdrain system for taxiway extension only.
    d. Design of storm drain system to carry channelized flows from the southwest beneath the new taxiway extension into the existing detention basin.
    e. Extension of a storm sewer pipe outfall into the existing detention basin from the new development project to the west of the basin. The extension will connect the storm sewer pipe to a new box culvert structure that will be built under the new taxiway, eliminating a potential site for erosion.
    f. Taxiway intersection geometric design(s).
    g. Traffic operation/safety plan.
    h. Construction operations and phasing plan.
    i. Design in accordance with FAA Advisory Circular 150/5370-10, current edition, and related Central Region modifications.
    j. Installation and/or relocation of airfield lighting fixtures at the Taxiway A-1/A intersection only. The remainder of the taxiway will be marked with reflective edge markers.

5. Prepare a site grading and improvement plan for the drainage channel and surface water ponds that are southwest of the project site. See Exhibit SA2-1A A-1. The grading and improvements will fill in the ponds and will grade the channel banks to improve their maintainability. The design will generally be in accordance with the Grading Concept Plan – Option 1, as presented in the "Jabara Taxiway A-1 Channel Grading Study" report prepared by PEC, dated

October 2009. The plans will also direct the project to remove the existing trees and vegetation in the area.

6. Work with utility companies to investigate and resolve utility conflicts.

7. Coordinate the project design with the existing improvements or construction plans for the development project that is currently under construction.

8. Meet with OWNER periodically to discuss matters pertinent to the PROJECT design. Develop minutes of each meeting and distribute copies.

9. Submit two (2) sets of design concept plans to OWNER for review and concurrence in proposed taxiway geometrics and drainage system design.

   Schedule and attend review meeting with OWNER. The meeting agenda shall include the foregoing topics as well as other identified, potential PROJECT "issues".

10. Submit two (2) sets of 90% plans, specifications, and estimates to the FAA for office check review, along with the Engineer's Report and documentation of the PROJECT pavement design, and submit same to OWNER.

11. Submit two (2) sets of approved final plans and specifications to the FAA, and two (2) sets of same to the OWNER with updated construction cost estimate.

B. PHASE II, BIDDING PHASE SERVICES. When requested by the OWNER, the ENGINEER shall perform the following tasks in conjunction with the advertising and letting of Phase I of the PROJECT to bid.

1. Print plans and specifications. (Printing costs to be billed directly by the printer to the OWNER.)

2. Distribute plans and specifications to "plan room" sites.

3. Issue plans, specifications, and addenda to prospective bidders, the FAA and OWNER.

4. Maintain plan holders list.

5. Entertain questions from prospective bidders.

6. Facilitate Pre-Bid Conference.

7. Prepare "official" Engineers Estimate of Construction Cost.

8. Issue Addenda.

C. EXCLUSIONS.

1. The foregoing Scope of Services does not include preparation of an environmental assessment or environmental impact statement.

2. Design modification of utility infrastructure other than electrical systems and storm sewer systems/appurtenances; i.e., design documents for adjustment/relocation of communication, gas, water or sanitary sewer utilities beyond coordination of conflict resolution.

D. CONTRACT ADMINISTRATION. Contract Administration duties shall routinely be the responsibility of the ENGINEER's Project Manager.

1. Prior to and During Construction Provide the Following:

   a. Assist in conducting Pre-Construction Conference and development of minutes.

   b. Prepare a "Construction Observation Program" and submit same to the OWNER & the FAA for concurrence prior to start of construction.

   c. Prepare estimate forms for periodic payment to the Contractor.

   d. Receive and review Contractor's quality control plan, safety plan, shop drawings, and material certifications.

   e. Receive and review Contractor falsework and formwork details as may be required by the contract documents. Submittals shall be reviewed with respect to conformance with the requirements of the project specifications and general conformity to the lines, shapes and dimensions detailed in the plans. This task will not include an analysis of the structural adequacy of the formwork or falsework.

   f. Make periodic visits to the PROJECT site to determine Contractor's progress and general character of the work.

   g. Consult with the Resident PROJECT Representative regarding interpretations or clarifications of the plans and specifications.

   h. Provide ENGINEER's decision in accordance with the contract documents on questions regarding the work.

   i. Review materials field test reports as submitted by the Resident PROJECT Representative.

   j. Prepare Supplemental Agreements covering modifications or revisions necessitated by field conditions.

   k. Review Change Orders and/or Supplemental Agreements prepared by the Resident PROJECT Representative.

   l. Conduct Final Inspection of the work.

m. Issue Certificate of Completion when the PROJECT has been completed.

n. Meet with OWNER as requested during construction to review progress.

2. After Construction Provide the Following:

a. Prepare reproducible "Record" drawings of the completed work based on information provided by the Resident PROJECT Representative.

b. Deliver "Record" drawings to the OWNER in both hard copy and digital form. Digital files shall include only those drawings prepared using AUTO CAD methods and shall be delivered in a format acceptable to the OWNER. Project Specifications shall be delivered in digital file (MS Word) with the "Record" drawings.

E. RESIDENT ENGINEERING SERVICES. Resident Engineering duties will routinely be the responsibility of the ENGINEER's Resident PROJECT Representative.

1. During Construction Provide the Following:

a. Provide personnel acceptable to the OWNER to perform technical observation during construction of the PROJECT, including a full-time Resident PROJECT Representative, who shall be supervised by the PROJECT Resident Engineer. The Resident Engineer shall be a registered Professional Engineer with qualifications conforming to the Central Region FAA "Standards for Construction Observation", and such supporting staff as may be required. Through continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident PROJECT Representative and his supporting staff, the ENGINEER will endeavor to provide further protection for the OWNER against defects and deficiencies in the work; but the furnishing of such resident PROJECT representation shall not make the ENGINEER responsible for the Contractor's failure to perform the construction work in accordance with the contract documents.

b. Establish construction layout control points including benchmarks and horizontal control points as may be required Periodically review and check in field the Contractor's staking notes and layout.

c. Supervise inspection and OWNER responsible testing. Arrange for, conduct (or witness), field, laboratory, and shop tests of construction materials as required by the plans and specifications; determine the suitability of materials, and compliance with "Buy American" requirements for materials on the site and brought to the site, to be used in the construction; check the construction activities to determine compliance with the intent of the design; measure, compute, or check quantities of work performed and quantities of material in-place for partial and final payments to the Contractor; and maintain diaries and other project records to document the work.

d. Photograph existing conditions prior to construction beginning, during construction, and after Project Acceptance. File and document as per FAA requirements.

e. Prepare elementary and supplementary sketches required and conduct preliminary negotiations necessary to resolve "changed" field conditions encountered.

f. Attend all project meetings, develop and provide minutes of project meetings within 7 days after the meeting.

g. Review and forward all construction schedules, material certifications and detailed shop and erection drawings to the ENGINEER's Project Manager. Assist the Project Manager in evaluating the acceptability of all submittals.

h. Review, analyze, and prepare recommendations for laboratory, shop and mill test reports of materials and equipment.

i. Perform on-site Labor Standard Interviews.

j. Review requests for monthly and final payments to the Contractor and forward same to the ENGINEER's Project Manager with recommendations for approval.

k. Provide record information to the ENGINEER's Project Manager for preparation of "Record" drawings, and a "Summary of Test Reports" on the completed work.

l. Prepare "Certificates of Completion" for review by the ENGINEER's Project Manager and submit same to the OWNER.

m. Prepare initial drafts and conduct preliminary negotiations for all Change Orders and Supplemental Agreements covering work on the PROJECT. Submit same to the ENGINEER'S Project Manager for review and thenceforth to the OWNER for approval.

n. Review work performed by DBE Contractors for conformance with their Contractual responsibilities.

o. Provide on-site and local transportation for the Resident PROJECT Representative and supporting staff to perform the duties.

p. Provide basic testing equipment and supplies for the Resident PROJECT Representative and supporting staff to perform the duties associated with the OWNERS quality assurance testing at the frequency and manner set forth in the specifications.

q. Provide special field office equipment and all expendable office supplies such as stationery, pencils, report forms, etc., except that the on-site field office, including utilities and furnishings, shall be provided by the OWNER.

r. Receive and prepare recommendations relative to work performed by inspection bureaus and outside commercial testing laboratories for inspection and/or testing of materials or procedures entering into the construction, except that the cost of all such tests and inspections by bureaus and outside commercial testing laboratories, shall be authorized and paid for by the OWNER.

s. Meet with the OWNER as necessary to confer with respect to the duties and project services.

2. TIME OF SERVICES

A. Completion of services is dependent upon the Contractor's progress and the time frame set forth in the construction contract documents. The fee(s) included in this Agreement are based on substantial completion of the construction 90 Calendar Days after the Notice to Proceed for construction no later than the fall of 2010, and delivery of all PROJECT close out items to the OWNER within 45 calendar days following Final Acceptance, exclusive of any delays beyond the control of the ENGINEER.

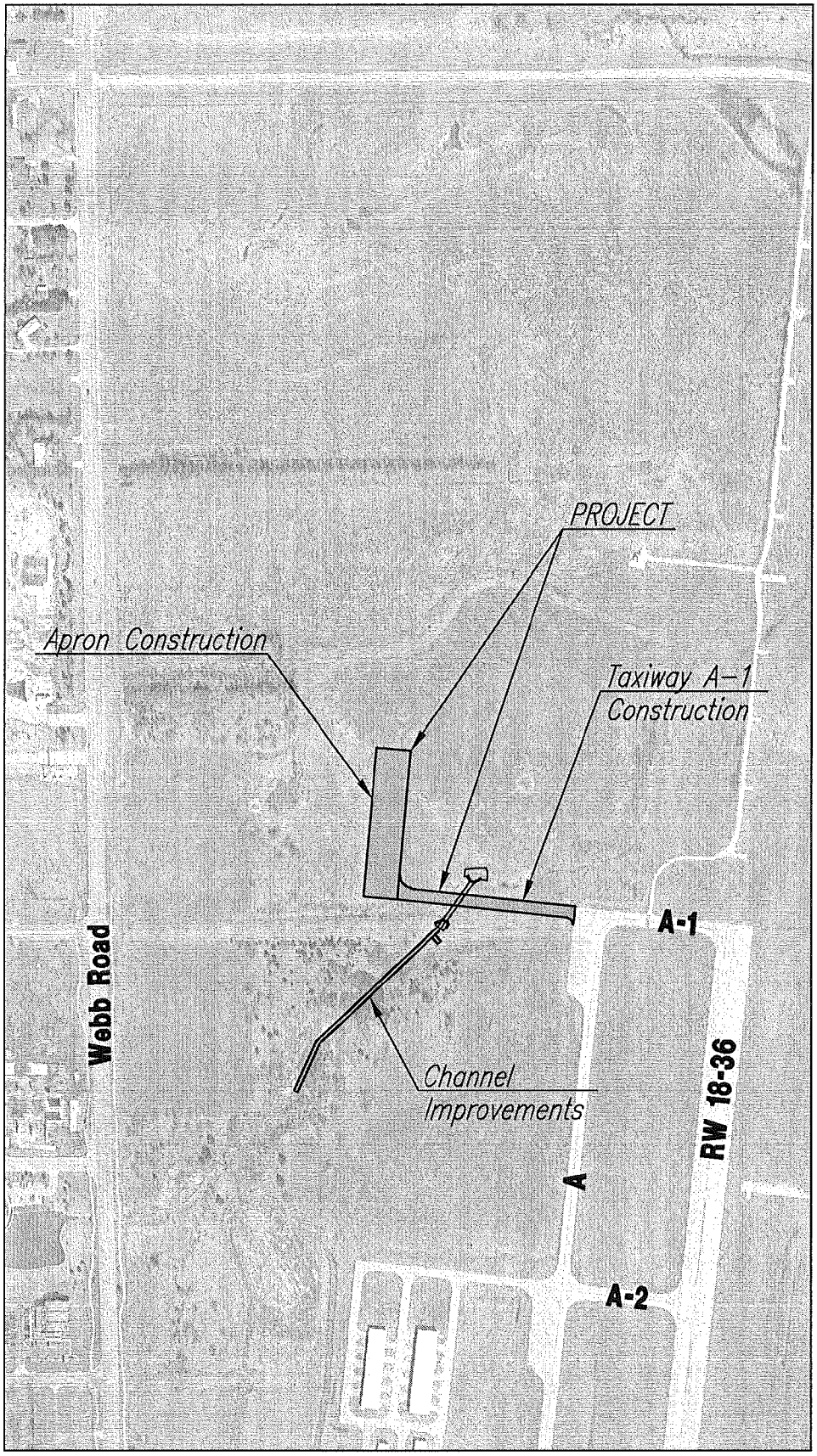
B. In the event the Contractor fails to complete the PROJECT within the specified Contract time, the ENGINEER shall be deemed to be performing "Extra Work" in which case should the maximum contract amount as set forth in either Paragraph IV.A. above be exceeded, the ENGINEER shall be eligible for additional compensation.

In no case shall additional work be performed or compensation be paid without the written authorization of the OWNER. Any authorization shall first be supported by documentation from the ENGINEER outlining the reasons therefore and the probable maximum fee to be expected. The ENGINEER shall notify the OWNER a minimum of 14 days in advance of any foreseeable need to perform extra work.

3. THE OWNER AGREES

A. To provide a construction office for the ENGINEER's field personnel assigned to the PROJECT. Provision of a field office shall include all essential utilities and the monthly costs associated therewith.

B. To pay the ENGINEER in accordance with the provisions of Article IV of this Supplemental Agreement.



SITE PLAN

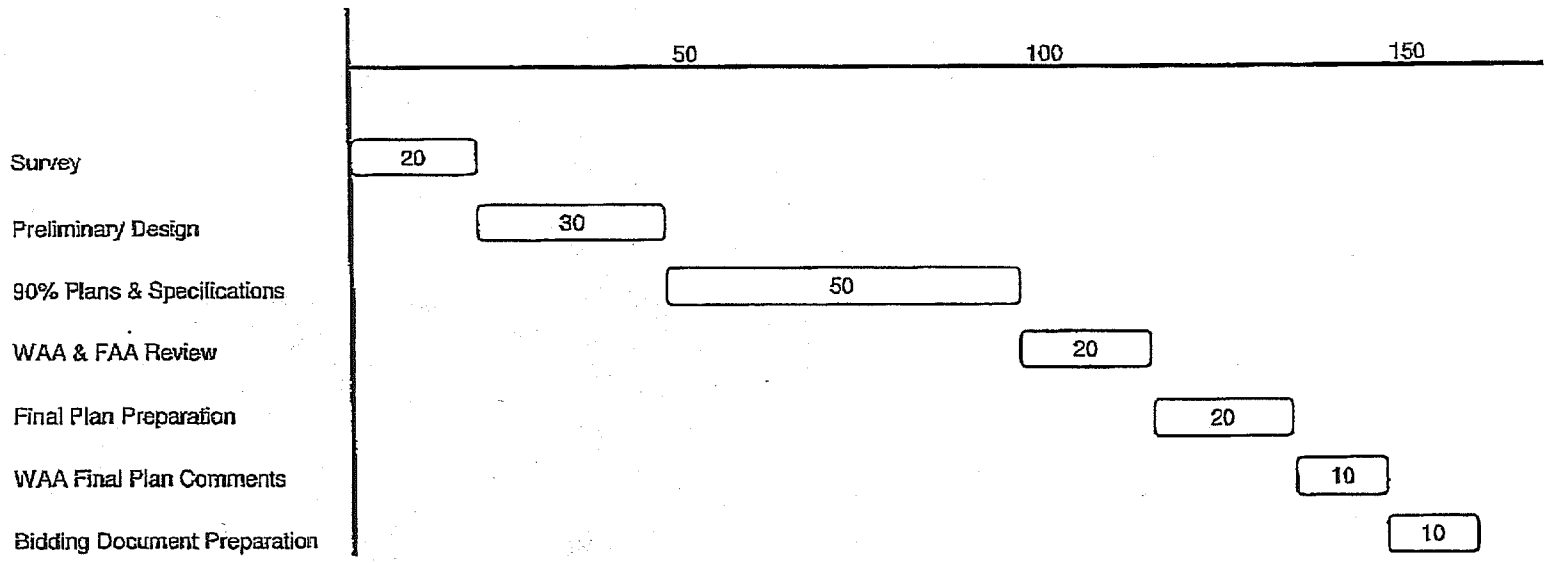
COLONEL JAMES JABARA AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

Date	Dr. By	Scale	Sheet
APRIL, 2010	JDT	1"=1000'	1 of 1

COLONEL JAMES JABARA AIRPORT
TAXIWAY A-1, APRON, AND CHANNEL IMPROVEMENTS

CALENDAR DAYS FROM NOTICE TO PROCEED



ENGINEERING FEE ESTIMATE

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS

WICHITA, KANSAS

PROJECT: Taxiway A-1 and Apron Construction Summary LOCATION: Jabara Airport

WORK ITEM: FINAL DESIGN PHASE SERVICES PROJECT NO. 32-07363-002-019 DATE: 4-21-10

DESCRIPTION:
New Aviation Training Center Apron and Taxiway

(I) SALARY COSTS

POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPAL	$44.00	52	$2,288.00	
2. PROJECT MANAGER	$37.00	66	$2,442.00	
3. PROJECT ENGINEER	$33.50	372	$12,462.00	
4. DESIGN ENGINEER	$28.00	65	$1,820.00	
5. DESIGN TECHNICIAN	$27.90	95	$2,650.50	
6. SENIOR DRAFTER	$18.50	203	$3,755.50	
7. DRAFTER				
SUBTOTAL		853		$25,418.00
(II) OVERHEAD	1.2945 X (I)			$32,904.00
(III) SUBTOTAL (I + II)				$58,322.00
(IV) FIXED FEE	15%			$8,749.00
(V) DIRECT COSTS				
1. CAD PER HOUR	$16.00	298	$4,768.00	
2. TRAVEL PER MILE	$0.60			
3. PRINTING (SPEC. ETC.)	@ Cost		$592.00	
4. ALLIED LABS - GEOTECH	$3,680.00		$3,680.00	
5. ALLIED LABS - SURVEY	$5,179.00		$5,179.00	
6. GEOTECHNICAL SERVICES INC.- PERMITTING	$1,710.00		$1,710.00	
7. BLEVINS AND BRADBURY (DBE)	$2,000.00		$2,000.00	
SUBTOTAL				$17,929.00
(VI) TOTAL FEE FOR PROJECT DESIGN (III + IV + V)				**$85,000**

WORK ITEM: BIDDING PHASE SERVICES

(I) SALARY COSTS

POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PROJECT MANAGER	$37.00	26	$962.00	
2. DESIGN ENGINEER	$28.00	45	$1,260.00	
3. DRAFTER	$17.00	4	$68.00	
SUBTOTAL		75		$2,290.00
(II) OVERHEAD	1.2945 X (I)			$2,964.00
(III) SUBTOTAL (I + II)				$5,254.00
(IV) FIXED FEE	15%			$788.10
(V) DIRECT COSTS				
1. CAD PER HOUR	$16.00			
(VI) TOTAL FEE FOR BIDDING PHASE (III + IV + V)				**$6,042**

ENGINEERING FEE ESTIMATE

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS

WICHITA, KANSAS

PROJECT: Taxiway A-1 and Apron Construction-ELIGIBLE LOCATION: Jabara Airport

WORK ITEM: FINAL DESIGN PHASE SERVICES PROJECT NO. 32-07363-002-012 DATE: 4-21-10

DESCRIPTION:
New Aviation Training Center Connecting Taxiway

(I) SALARY COSTS

POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPAL	$44.00	8	$352.00	
2. PROJECT MANAGER	$37.00	14	$518.00	
3. PROJECT ENGINEER	$33.50	54	$1,809.00	
4. DESIGN ENGINEER	$28.00	16	$448.00	
5. DESIGN TECHNICIAN	$27.90	12	$334.80	
6. SENIOR DRAFTER	$18.50	30	$555.00	
SUBTOTAL		134		$4,016.80
(II) OVERHEAD	1.2945 X (I)			$5,200.00
(III) SUBTOTAL (I + II)				$9,216.80
(IV) FIXED FEE	15%			$1,383.00
(V) DIRECT COSTS				
1. GPS USAGE				
2. CAD PER HOUR	$16.00	42	$672.00	
3. TRAVEL PER MILE				
4. PRINTING (SPEC. ETC.)	@ Cost		$87.00	
5. ALLIED LABS - SURVEY				
6. BLEVINS AND BRADBURY (DBE)	$2,000.00		$2,000.00	
7. ALLIED LABS - GEOTECH				
SUBTOTAL				$2,759.00
(VI) TOTAL FEE FOR PROJECT DESIGN (III + IV + V)				**$13,359**

WORK ITEM: BIDDING PHASE SERVICES

(I) SALARY COSTS

POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PROJECT MANAGER	$37.00	6	$222.00	
2. DESIGN ENGINEER	$28.00	11	$308.00	
3. DRAFTER	$17.00	1	$17.00	
SUBTOTAL		18		$547.00
(II) OVERHEAD	1.2945 X (I)			$708.00
(III) SUBTOTAL (I + II)				$1,255.00
(IV) FIXED FEE	15%			$188.25
(V) DIRECT COSTS				
1. CAD PER HOUR	$16.00			
(VI) TOTAL FEE FOR BIDDING PHASE (III + IV + V)				**$1,443**

BLEVINS AND
BRADBURY, INC.
ARCHITECTS • ENGINEERS • PLANNERS

SA2-4

Mr. Darwin R. Cronk, P.E.
Professional Engineering Consultants
303 S. Topeka
Wichita, Kansas 67202

March 11, 2010

Dear Mr. Cronk:

Blevins and Bradbury, Inc. is pleased to submit our cost proposal for civil engineering services for the Jabara Taxiway A-1 and Apron Construction project. Specifically, Blevins and Bradbury, Inc. will perform the following task:

Scope of Services

1. Quality Control. Provide quality assurance review of the final project plans.

Blevins and Bradbury, Inc. is prepared to enter into a formal agreement to provide the engineering services listed above. For this scope, we propose to provide these services for a fixed fee of $ 2,000.00, based upon an estimated 20 hours of work.

We appreciate the opportunity to work on this project with you. If you have any questions regarding the outlined scope or estimated fees, please call me at (913) 422-1620.

Sincerely,
BLEVINS AND BRADBURY, Inc.

Kristina M. Blevins

RECEIVED
MAR 15 2010
PEC

PH. 913/422-1620 • FAX 913/422-1619 • 134 N. NETTLETON • BONNER SPRINGS • KANSAS • 66012

ENGINEERING FEE ESTIMATE

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS

WICHITA, KANSAS

PROJECT: Taxiway A-1 and Apron Construction -- NON-ELIGIBLE LOCATION: Jabara Airport

WORK ITEM: FINAL DESIGN PHASE SERVICES PROJECT NO. 32-07363-002-019 DATE: 4-21-10

DESCRIPTION:
New Aviation Training Center Apron and Taxiway

(I) SALARY COSTS

POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPAL	$44.00	44	$1,936.00	
2. PROJECT MANAGER	$37.00	52	$1,924.00	
3. PROJECT ENGINEER	$33.50	318	$10,653.00	
4. DESIGN ENGINEER	$28.00	49	$1,372.00	
5. DESIGN TECHNICIAN	$27.90	83	$2,315.70	
6. SENIOR DRAFTER	$18.50	173	$3,200.50	
7. DRAFTER				
SUBTOTAL		719		$21,401.20
(II) OVERHEAD	1.2945 X (I)			$27,704.00
(III) SUBTOTAL (I + II)				$49,105.20
(IV) FIXED FEE	15%			$7,366.00
(V) DIRECT COSTS				
1. CAD PER HOUR	$16.00	256	$4,096.00	
2. TRAVEL PER MILE	$0.60	0		
3. PRINTING (SPEC. ETC.)	@ Cost		$505.00	
4. ALLIED LABS - GEOTECH	$3,680.00		$3,680.00	
5. ALLIED LABS - SURVEY	$5,179.00		$5,179.00	
6. GEOTECHNICAL SERVICES INC.- PERMITTING	$1,710.00		$1,710.00	
SUBTOTAL				$15,170.00
(VI) TOTAL FEE FOR PROJECT DESIGN (III + IV + V)				**$71,641**

WORK ITEM: BIDDING PHASE SERVICES

(I) SALARY COSTS

POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PROJECT MANAGER	$37.00	20	$740.00	
2. DESIGN ENGINEER	$28.00	34	$952.00	
3. DRAFTER	$17.00	3	$51.00	
SUBTOTAL		57		$1,743.00
(II) OVERHEAD	1.2945 X (I)			$2,256.00
(III) SUBTOTAL (I + II)				$3,999.00
(IV) FIXED FEE	15%			$599.85
(V) DIRECT COSTS				
1. CAD PER HOUR	$16.00			
(VI) TOTAL FEE FOR BIDDING PHASE (III + IV + V)				**$4,599**

ALLIED LABORATORIES

Department of Professional Engineering Consultants, P.A.

GEOTECHNICAL SCOPE OF SERVICES AND COST ESTIMATE

Jabara Taxiway A-1 - Wichita, Kansas

I. SCOPE OF SERVICES

- Drill 4 exploratory borings to depths of 10 feet for the proposed taxiway.
- Drill 1 exploratory boring to a depth of 5 feet for the proposed borrow.
- Obain 2 shelby tube samples in each taxiway boring and grab samples in borrow boring.
- Perform field and laboratory testing to determine classification and engineering properties of the in-situ soils.
- Prepare a written report presenting field exploration results, laboratory testing and our recommendations.

II. ESTIMATED FEES

Estimated fees are based on the following unit rates and anticipated quantities. This estimated fee is based on our understanding of the project and anticipated subsurface conditions. It may be considered a lump sum fee for the scope of services outlined above. Should conditions warrant, we will contact you prior to exceeding the estimated fee.

Billing Item	Unit Prices	Unit	Quantity	Cost
1. Mobilization				
1.1 Project Setup	600.00	lump sum	1	$600.00
1.2 Rig & Crew Mileage	3.00	mile	0	$0.00
1.3 Per diem	200.00	day	0	$0.00
			Subtotal	*$600.00*
2. Field Exploration				
2.1 Drill Rig & Crew	200.00	hour	6	$1,200.00
2.2 Shelby Tube Samples	10.00	each	0	$0.00
2.3 Grout Borings	200.00	lump sum	0	$0.00
			Subtotal	*$1,200.00*
3. Laboratory Testing				
3.1 Moisture Contents	10.00	each	8	$80.00
3.2 Minus 200 Content	25.00	each	0	$0.00
3.3 Atterberg Limits	70.00	each	4	$280.00
3.4 Unconfined Compression	70.00	each	0	$0.00
3.5 Dry Unit Weight	30.00	each	8	$240.00
3.6 CBR (includes M-D curve)	300.00	each	0	$0.00
3.7 Swell-Consolidation	300.00	each	0	$0.00
			Subtotal	*$600.00*
4. Consultation and Report				
4.1 Geotechnical Engineer	100.00	hour	8	$800.00
4.2 Staff Engineer	80.00	hour	6	$480.00
4.3 Clerical	50.00	hour	0	$0.00
			Subtotal	*$1,280.00*
			Estimated Total Cost	***$3,680.00***

April 21, 2010 Exhibit SA2-5

Allied Laboratories Survey Fee Estimate

Jabara Airport
Taxiway A-1 extension

	SURVEY TASK	MAN HOURS				COST
		C.O.S.	P.C.	I.M.	S.A.	$
		$110.00	$88.00	$50.00	$44.00	
1	Research existing A/L files, review survey request, obtain record information for horizontal and vertical control, Attend design team kick-off meeting. Coordinate with Airport for access.	4	2	0	0	616.00
2	Recover existing horizontal control, section corners, lot & block corners or previously established control points. See project #07363.	0	2	2	0	276.00
3	Traverse through found control with GPS equipment, set additional data collection points as required for topo collection. Obtain refererence ties for horizontal control points.	0	4	4	0	552.00
4	Recover existing benchmarks, run benchmark circuit, set additional benchmarks for construction.	0	3	3	0	414.00
5	Topographic data collection for proposed improvements. Include DTM and planimetric data of new grading adjacent to NCAT building. Obtain pond bottom elevations, locate existing utilitites, coordinate with gas company for probe depths on existing gas main. Locate new storm sewer outfall. Field check area along proposed channel for missing info.	0	18	18	0	2,484.00
6	Travel time to and from project site.	0	0	0	0	0.00
7	Review, edit base map, office calculations and administration.	4	4	0	0	792.00
8	**Survey Man Hour Totals**	**8**	**33**	**27**	**0**	**$5,134.00**

REIMBURSABLES

1	GPS Equipment	Hours of GPS @ $50.00			0	0.00
2	Truck Mileage	Truck Mileage @ $0.60 per mile			75	$45.00
3	Perdiem	# People	Rate	# Days		
		0	$30.00	0		$0.00
4	Lodging @ Cost	# Rooms	Nights	Rate		
		0	0	$0.00		$0.00
	Reimbursable Totals					**$45.00**
	Grand Total - Lump Sum					**$5,179.00**

GSI

February 18, 2010

Mr. Darwin Cronk
Professional Engineering Consultants
303 S. Topeka
Wichita, Kansas 67202

Re: Revised Scope of Work
Taxiway A-1 Preconstruction Notification (PCN)
Colonel James Jabara Airport
Wichita, Kansas
GSI Project No. 097028

Dear Mr. Cronk:

Enclosed is the fee schedule for additional work related to the Taxiway A-1 preconstruction notification and Section 404 permit application. The revised scope of work, that included removal of two impoundments and construction of a concrete lined drainage southwest of the proposed Taxiway A-1, resulted in additional stream impacts and required revisions to the original PCN and stream mitigation calculations required for permit authorization. GSI has recently received confirmation that the PCN has been accepted and that the project was authorized by Nationwide Permit. GSI is requesting authorization of payment for additional work completed.

Thank you for selecting GSI to provide your environmental services. Please contact me at your convenience if you have any questions.

Respectfully,

Gregg L. Armstrong
Senior Scientist

GLA/ga

Enclosure: Fee Schedule

g:\jobs\wichita\097\097028\revised scope.doc

www.gsinetwork.com
15130 South Keeler Street, Suite F ♦ Olathe, Kansas 66062 ♦ (913) 829-2400 ♦ FAX (316) 554-0744

GSI

Colonel James Jabara Airpot
Taxiway A-1 Section 404 Permitting
Revised Scope of Work

Revised Scope of Work Permitting and Mitigation Plan				
Review revised scope plans and determine permitting requirements	8	hours	$95.00	$760.00
Prepare and submit revised mitigation plan	2	hours	$95.00	$190.00
Response to USACE comments	4	hours	$95.00	$380.00
Prepare and submit revised scope of work PCN and supporting documents	4	hours	$95.00	$380.00
Total Revised Scope				**$1,710.00**

ENGINEERING FEE ESTIMATE

EXHIBIT SA2-6

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS

WICHITA, KANSAS

PROJECT
CONSTRUCTION OF TW A1, APRON AND CHANNEL IMPROVMENTS - COMBINED ELIGIBLE & NON-ELIGIBLE

LOCATION
Wichita Mid-Continent Airport

WORK ITEM
Construction Phase Services

PROJECT NO.
FAA AIP PROJ # 3-20-0089-FUTURE
COW PROJ # 466-052

DATE
05 May 2010

DESCRIPTION
Contract Administration & Resident Engineering Services

(I) SALARY COSTS				
POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPALS	/ hr.	0	$ -	
2. PROJECT MANAGER	$46.00 / hr.	67	$ 3,082.00	
3. PROJECT ENGINEER	/ hr.	0	$ -	
4. DESIGN ENGINEER	$31.00 / hr.	49	$ 1,519.00	
5. DESIGN TECHNICIAN	/ hr.	0	$ -	
6. DRAFTER	/ hr.	0	$ -	
7. CAD OPERATOR	$28.50 / hr.	24	$ 684.00	
8. SURVEYOR, PARTY CHIEF	/ hr.	0	$ -	
9. SURVEYOR, INSTRUMENT MAN	/ hr.	0	$ -	
10. FIELD ENGINEER	$44.00 / hr.	620	$ 27,280.00	
11. INSPECTOR, TECHNICIAN I	$22.00 / hr.	675	$ 14,850.00	
12. INSPECTOR, TECHNICIAN I (OT)	$33.00 / hr.	225	$ 7,425.00	
13. INSPECTOR, TECHNICIAN II	$20.00 / hr.	224	$ 4,480.00	
14. INSPECTOR, TECHNICIAN II (OT)	$30.00 / hr.	0	$ -	
15. BATCH PLANT TECHNICIAN	$18.00 / hr.	16	$ 288.00	
16. BATCH PLANT TECHNICIAN (OT)	$27.00 / hr.	0	$ -	
17. STENO & CLERICAL	$15.50 / hr.	43	$ 666.50	
SUBTOTAL		1,943		$ 60,274.50
(II) OVERHEAD 1.2945 X (I)				$ 78,025.34
(III) SUBTOTAL [I + II]				$ 138,299.84
(IV) FIXED FEE 15%				$ 20,745.00
(V) OTHER EXPENSE	RATE	UNITS	AMOUNT	
1. PART. CONF. (AT COST) (1/3)		0	$ -	
2. TRAVEL PER MILE	$0.60 / mile	7,401	$ 4,440.60	
3. LAB TESTING (EXHIBIT SA2-9)	$7,190 / LS	1	$ 7,190.00	
4. CELL PHONES (AT COST)	$50.00 / mo.	4	$ 200.00	
5. CAD PER HOUR	$17.00 / hr.	24	$ 408.00	
6. PRINTING (SPEC. ETC.)	$400.00 / ea.	1	$ 400.00	
7. OTHER	$0.00 / ea.	1	$ -	
8. OTHER			$ -	
SUBTOTAL				$ 12,638.60
(VI) TOTAL FEE FOR PROJECT (III + IV + V)				$ 171,683.44

ENGINEERING FEE ESTIMATE

EXHIBIT SA2-7

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS

WICHITA, KANSAS

PROJECT	LOCATION
CONSTRUCTION OF TW A1, APRON AND CHANNEL IMPROVMENTS - NON-ELIGIBLE	Wichita Mid-Continent Airport

WORK ITEM	PROJECT NO.	DATE
Construction Phase Services	FAA AIP PROJ # 3-20-0089-FUTURE COW PROJ # 466-052	05 May 2010

DESCRIPTION
Contract Administration & Resident Engineering Services

(I) SALARY COSTS				
POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPALS	/ hr.	0	$ -	
2. PROJECT MANAGER	$46.00 / hr.	58	$ 2,668.00	
3. PROJECT ENGINEER	/ hr.	0	$ -	
4. DESIGN ENGINEER	$31.00 / hr.	42	$ 1,302.00	
5. DESIGN TECHNICIAN	/ hr.	0	$ -	
6. DRAFTER	/ hr.	0	$ -	
7. CAD OPERATOR	$28.50 / hr.	19	$ 541.50	
8. SURVEYOR, PARTY CHIEF	/ hr.	0	$ -	
9. SURVEYOR, INSTRUMENT MAN	/ hr.	0	$ -	
10. FIELD ENGINEER	$44.00 / hr.	529	$ 23,276.00	
11. INSPECTOR, TECHNICIAN I	$22.00 / hr.	575	$ 12,650.00	
12. INSPECTOR, TECHNICIAN I (OT)	$33.00 / hr.	190	$ 6,270.00	
13. INSPECTOR, TECHNICIAN II	$20.00 / hr.	189	$ 3,780.00	
14. INSPECTOR, TECHNICIAN II (OT)	$30.00 / hr.	0	$ -	
15. BATCH PLANT TECHNICIAN	$18.00 / hr.	13	$ 234.00	
16. BATCH PLANT TECHNICIAN (OT)	$27.00 / hr.	0	$ -	
17. STENO & CLERICAL	$15.50 / hr.	37	$ 573.50	
SUBTOTAL		1,652		$ 51,295.00
(II) OVERHEAD 1.2945 X (I)				$ 66,401.38
(III) SUBTOTAL [I + II]				$ 117,696.38
(IV) FIXED FEE 15%				$ 17,654.00
(V) OTHER EXPENSE	RATE	UNITS	AMOUNT	
1. PART. CONF. (AT COST) (1/3)		0.00	$ -	
2. TRAVEL PER MILE	$0.60 / mile	6,072	$ 3,643.20	
3. LAB TESTING	$ 7,190 / LS	0.85	$ 6,111.50	
4. CELL PHONES (AT COST)	$50.00 / mo.	3.25	$ 162.50	
5. CAD PER HOUR	$17.00 / hr.	19	$ 323.00	
6. PRINTING (SPEC. ETC.)	$400.00 / ea.	0.85	$ 340.00	
7. OTHER	$0.00 / ea.		$ -	
8. OTHER			$ -	
SUBTOTAL				$ 10,580.20
(VI) TOTAL FEE FOR PROJECT (III + IV + V)				$ 145,930.58

ENGINEERING FEE ESTIMATE

EXHIBIT SA2-8

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS

WICHITA, KANSAS

PROJECT	LOCATION
CONSTRUCTION OF TW A1, APRON AND CHANNEL IMPROVMENTS - ELIGIBLE	Wichita Mid-Continent Airport

WORK ITEM	PROJECT NO.	DATE
Construction Phase Services	FAA AIP PROJ # 3-20-0089-FUTURE COW PROJ # 466-052	05 May 2010

DESCRIPTION
Contract Administration & Resident Engineering Services

(I) SALARY COSTS				
POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPALS	/ hr.	0	$ -	
2. PROJECT MANAGER	$46.00 / hr.	9	$ 414.00	
3. PROJECT ENGINEER	/ hr.	0	$ -	
4. DESIGN ENGINEER	$31.00 / hr.	7	$ 217.00	
5. DESIGN TECHNICIAN	/ hr.	0	$ -	
6. DRAFTER	/ hr.	0	$ -	
7. CAD OPERATOR	$28.50 / hr.	5	$ 142.50	
8. SURVEYOR, PARTY CHIEF	/ hr.	0	$ -	
9. SURVEYOR, INSTRUMENT MAN	/ hr.	0	$ -	
10. FIELD ENGINEER	$44.00 / hr.	91	$ 4,004.00	
11. INSPECTOR, TECHNICIAN I	$22.00 / hr.	100	$ 2,200.00	
12. INSPECTOR, TECHNICIAN I (OT)	$33.00 / hr.	35	$ 1,155.00	
13. INSPECTOR, TECHNICIAN II	$20.00 / hr.	35	$ 700.00	
14. INSPECTOR, TECHNICIAN II (OT)	$30.00 / hr.	0	$ -	
15. BATCH PLANT TECHNICIAN	$18.00 / hr.	3	$ 54.00	
16. BATCH PLANT TECHNICIAN (OT)	$27.00 / hr.	0	$ -	
17. STENO & CLERICAL	$15.50 / hr.	6	$ 93.00	
SUBTOTAL		291		$ 8,979.50
(II) OVERHEAD 1.2945 X (I)				$ 11,623.96
(III) SUBTOTAL [I + II]				$ 20,603.46
(IV) FIXED FEE 15%				$ 3,091.00
(V) OTHER EXPENSE	RATE	UNITS	AMOUNT	
1. PART. CONF. (AT COST) (1/3)		0.00	$ -	
2. TRAVEL PER MILE	$0.60 / mile	1,329	$ 797.40	
3. LAB TESTING	$ 7,190 / LS	0.15	$ 1,078.50	
4. CELL PHONES (AT COST)	$50.00 / mo.	0.75	$ 37.50	
5. CAD PER HOUR	$17.00 / hr.	5.00	$ 85.00	
6. PRINTING (SPEC. ETC.)	$400.00 / ea.	0.15	$ 60.00	
7. OTHER	$0.00 / ea.	1.00	$ -	
8. OTHER			$ -	
SUBTOTAL				$ 2,058.40
(VI) TOTAL FEE FOR PROJECT (III + IV + V)				$ 25,752.86

JABARA T/W A1 AND APRON
LABORATORY TESTING

EXHIBIT SA2-9

TESTING WORKSHEET

Soils	24,086 cy						
Moisture Density	20 days @	$	60.00	per day	=	$	1,200
Curves	5 each @	$	140.00	per each	=	$	700
PI	5 each @	$	80.00	per each	=	$	400
Lime	8,608 sy						
Determination	1 each @	$	450.00	per each	=	$	450
Moisture Density	4 days @	$	60.00	per day	=	$	240
Curves	2 each @	$	120.00	per each	=	$	240
PI	6 each @	$	80.00	per each	=	$	480
Depth	30 each @	$	15.00	per each	=	$	450
CLSM							
cylinders	3 each @	$	25.00	per each	=	$	75
bit DL	2,285 sy						
Cold Feed	5 each @	$	40.00	per each	=	$	200
Extraction	5 each @	$	30.00	per each	=	$	150
ACC	0 tn						
sieve	0 each @	$	40.00	per each	=	$	-
Marshall's	0 slugs @	$	30.00	per slug	=	$	-
density	0 each @	$	20.00	per each	=	$	-
thick	0 each @	$	15.00	per each	=	$	-
PCC	6,967 sy						
beams	40 each @	$	40.00	per each	=	$	1,600
Structural							
cylinders	21 each @	$	25.00	per each	=	$	525
Misc.							
Sieve Analysis	12 each @	$	40.00	per each	=	$	480
						$	7,190

City of Wichita
City Council Meeting
June 8, 2010

TO: Wichita Airport Authority

SUBJECT: Minimum Standards for Aeronautical Activities and Services
Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the policy.

Background: The Airport Authority does not currently have a comprehensive policy document that contains the rules and policies that dictate the minimum facility requirements an entity must meet in order to engage in aeronautical activities and to provide commercial services to the public at the Airport System. In the past, the practice has been to handle the requests on a case-by-case basis, which could lead to complaints of uneven treatment of applicants. This proposed Minimum Standards document is intended to fill that gap for Mid-Continent Airport, and later this year, a similar set of policies will be developed for Jabara Airport as well. The Wichita Airport Advisory Board (Airport Board) and Staff have been working on the development of these policies for several years. Significant research and review of Minimum Standards in place at well over a hundred other airports has taken place in order to determine reasonable and appropriate policies that should be adopted for Mid-Continent.

Analysis: As the recipient of federal grant funds, the FAA strongly encourages airport operators to develop and adopt Minimum Standards as a mechanism to prevent situations that can lead to non-compliance with grant assurance obligations. These standards do not apply to commercial airlines, which are heavily regulated by numerous federal regulations. However, they do apply to anyone wishing to conduct an aeronautical business on the Airport, including those servicing airlines. These Minimum Standards: (1) establish the threshold entry requirements for those entities wishing to engage in Aeronautical Activities at the Airport including, but not limited to, the provision of aeronautical products, services, and/or facilities to the public, or for self-service purposes; (2) insure that those entities obtaining the approval of the Authority to engage in such activities are not exposed to unfair competition; and (3) help protect the public from unsafe, inadequate or substandard aeronautical products, services, and facilities.

These Minimum Standards were developed taking into consideration: (1) the role of the Airport, (2) the range, level, and quality of aeronautical products, services, and facilities currently being provided at the Airport, (3) the future prospects for and the anticipated development of the Airport and the community, and (4) the promotion of fair competition at the Airport. The uniform application of these Minimum Standards is considered essential to protect the public interest and ownership of the Airport, discourage substandard Operators, and protect Airport customers.

The purpose of these Minimum Standards is to encourage, promote, and ensure:

1) the delivery of high quality aeronautical products, services, and facilities to Airport customers;
2) the design and development of quality aeronautical facilities and improvements at the Airport;

3) safety and security by preventing unauthorized or unlicensed service providers;
4) the economic health of aeronautical businesses at the Airport;
5) the orderly development of Airport property;
6) the consistent establishment of policy to avoid conflict of interest and politically motivated pressures;
7) formalized baselines for lease development;
8) fostering of mutually beneficial landlord/tenant relationships by maintaining financially equitable treatment;
9) an environment that welcomes and encourages new service providers; and,
10) that the Airport System maintains its financial self-sustainability.

Minimum Standards do not alter the terms of any existing lease agreement currently in place, however if an Operator wishes to modify an agreement, or if an agreement is being extended, then compliance with these standards may be required as a condition of approval, depending upon the circumstances. Exceptions to the standards may be approved under special conditions and unique circumstances that do not adversely affect public health or safety, Airport finances or operations, or violate any governmental requirements, if it is in the best interest of the Airport.

The standards include a variety of items that apply to all operators, such as requirements for:

- a written agreement to conduct business on the Airport
- facility maintenance
- construction standards and processes for approval
- insurance coverage
- lease application procedure
- experience and capability to offer the service proposed
- non-discrimination and compliance with federal and other applicable regulations
- licenses and certifications of personnel

Specific standards that are unique to each type of aeronautical operator generally include minimum requirements for the following areas:

- size of leasehold ground
- size of aircraft parking ramp/apron
- size of hangars
- size of offices, shops, customer service area, lobby, etc.
- size of vehicle parking area
- capacity of fuel storage facilities and fueling vehicles
- types of equipment needed to support the services being offered

There are a variety of operator classifications included in the specific standards, such as:

- Fixed Base Operator or “FBO” (the top tier category of service provider which provides fueling, line service, hangar rentals, aircraft maintenance, and any other additional specialized service authorized by the Authority)
- Aircraft Charter and Air Taxi Operator
- Commercial Hangar Operator
- Aircraft Maintenance Operator
- Avionics, Instrument, Accessory &/or Propeller Maintenance Operator
- Aircraft Rental and/or Flight Training Operator
- Aircraft Sales Operator
- Aircraft Management Operator
- Specialized Operators
- Non-Commercial Private Hangar Operator
- Non-Commercial Fractional Private Hangar Operator
- Non-Commercial Flying Clubs

- Operators serving only airlines, such as Ground Service Equipment Maintenance Operator, Air Carrier Line Maintenance Operator, Air Carrier Ground Handling Operator, Air Carrier Passenger Services Operator, and Air Carrier Fueling Operator

A chart summarizing the basic minimum size requirements for most of the above operator classifications is attached to this memorandum. For reference, in the case of the top tier service provider (FBO), the minimum space requirements are slightly less than the smallest of the four (4) existing FBOs at the Airport System, and smaller than the average of all other U.S. airports surveyed during the collection of standards from around the country. Therefore, it is believed that our minimum entrance requirements for a new FBO are fair and reasonable.

The various requirements of the standards applicable to the different types of operators or service providers have been discussed in great detail during public meetings of the Airport Board over the course of the past year, and input from Airport users and business partners has been obtained and considered in the preparation of this document.

The FAA has reviewed these proposed Minimum Standards and has determined that they are not objectionable and that they are in compliance with federal grant assurance guidelines.

The Airport Board has thoroughly reviewed these policies, and voted unanimously at their October 5, 2009 meeting to recommend their approval and adoption by the WAA. Subsequent modifications were made to several areas of the the policies, and the final version was approved by the Airport Board at its April 5, 2010 meeting.

These proposed Minimum Standards were presented to the WAA during the City Council Workshop on May 25, 2010.

Financial Considerations: None.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through maintaining policies that will encourage development of quality aeronautical services to the public, and which will allow existing Airport businesses to thrive in a fair and competitive environment.

Legal Considerations: The Minimum Standards have been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve and adopt the Minimum Standards for Aeronautical Activities and Services for Mid-Continent Airport; and authorize the Director of Airports to administer and enforce the policies.

Attachments: Minimum Standards for Aeronautical Activities and Services for Mid-Continent Airport; Summary chart of size requirements.

MINIMUM STANDARDS
FOR
AERONAUTICAL ACTIVITIES
AND
SERVICES

Wichita Mid-Continent Airport

WICHITA AIRPORT AUTHORITY

EFFECTIVE: June 8, 2010

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SECTION ONE – PREAMBLE & POLICY

GENERAL

The Wichita Airport Authority ("Authority"), as the owner and operator of the Wichita Mid-Continent Airport ("Airport"), acting by and through the City of Wichita's Department of Airports ("Department"), does hereby establish the following Minimum Standards policy for the Airport:

> These Minimum Standards: (1) establish the threshold entry requirements for those entities wishing to engage in Aeronautical Activities at the Airport including, but not limited to, the provision of aeronautical products, services, and/or facilities to the public, or for self-service purposes; (2) insure that those entities obtaining the approval of the Authority to engage in such activities are not exposed to unfair competition; and (3) protect the public from unsafe or inadequate or substandard aeronautical products, services, and facilities.
>
> These Minimum Standards were developed taking into consideration: (1) the role of the Airport, (2) the range, level, and quality of aeronautical products, services, and facilities currently being provided at the Airport, (3) the future prospects for and the anticipated development of the Airport and the community, and (4) the promotion of fair competition at the Airport.
>
> The uniform application of these Minimum Standards is considered essential to protect the public interest and ownership of the Airport, discourage substandard Operators, and protect Airport customers.

The purpose of these Minimum Standards is to encourage, promote, and ensure:

1) the delivery of high quality aeronautical products, services, and facilities to Airport customers;
2) the design and development of quality aeronautical facilities and improvements at the Airport;
3) safety and security by preventing unauthorized or unlicensed service providers;
4) the economic health of aeronautical businesses at the Airport;
5) the orderly development of Airport property;
6) the consistent establishment of policy to avoid conflict of interest and politically motivated pressures;
7) formalized baselines for lease development;
8) fostering of mutually beneficial landlord/tenant relationships by maintaining financially equitable treatment;
9) an environment that welcomes and encourages new service providers; and,
10) Helps the Airport System maintain its financial self-sustainability.

ADMINISTRATION AND POLICY OVERSIGHT

The Authority has the ultimate policy-making authority for the Airport System, and will duly consider the advice and counsel of the Wichita Airport Advisory Board ("Airport Board") and the Director of Airports ("Director") when adopting its policies. The Director shall reasonably administer, interpret and enforce these Minimum Standards.

EFFECTIVE DATE AND AMENDMENT OF STANDARDS

These Minimum Standards shall be effective on June 8, 2010, and shall remain in effect until such time that they are either repealed or amended. The Authority reserves the right to adopt such amendments to these Standards from time to time as it determines are necessary or desirable to reflect current trends of commercial airport activity and availability of property for lease, for the benefit of the general public, or the operation of the Airport. These Standards shall be reviewed by the Airport Board at least annually and updated or modified as necessary.

In adopting the standards set forth herein, the Authority expressly acknowledges that the same are subject to change by amendment or cancellation, in whole or in part, from time to time, by the Authority and that no rights shall accrue to any Airport user, FBO, SASO, Operator, Entity, or third party by virtue of this adoption of these Standards.

OWNER'S RIGHTS

The establishment of these Minimum Standards does not alter the Authority's proprietary right to engage in the development of Airport property as it deems prudent, including development of Aeronautical Activities which are not otherwise conferred exclusively herein.

STANDARDS ARE MINIMUMS ONLY

The standards and requirements in this policy are only minimums. All Operators are encouraged to exceed the minimums specified herein.

OPPORTUNITY TO QUALIFY TO PERFORM SERVICES

A reasonable opportunity, without unjust discrimination, shall be afforded to all Applicants to qualify, or otherwise compete for, available Airport facilities and the furnishing of selected Aeronautical Services. Should the Authority determine that there are more qualified applicants seeking to provide a particular Commercial Aeronautical Service or Activity than there is space or demand at the Airport for such service, then the Authority may select the Commercial Aeronautical Service provider through a competitive solicitation, a Request for Proposals, or another process which allows the Authority, in its sole discretion, to determine the selected Operator or Lessee of the land or Improvements.

RIGHT TO SELF-SERVICE

A Person may service his/her own Aircraft provided the Person does so himself/herself (or his/her Employees do so) using his/her vehicles, equipment, and resources and that the servicing is performed in accordance with all applicable safety regulations, these Minimum Standards, Authority policies, Rules and Regulations, and Authority Standard Operating Procedures, and any applicable Governmental Requirements or Regulatory Measures. Persons desiring to self-fuel their own aircraft shall obtain a Non-Commercial Self-Fueling Permit from the Authority.

APPLICABILITY

No person may conduct a commercial business or provide an Aeronautical Service or Activity that is based on the Airport without an Agreement or Permit with the Authority.

The Minimum Standards do not apply to the Authority itself, to certificated air carriers operating from the Airport, to government entities engaged in emergency public safety services, or to individual persons operating Aircraft on the Airport who perform services on their own Aircraft with their own regular

employees and resources in accordance with Airport Rules and Regulations and applicable Regulatory Measures, and Agreement, Permit, or lease provisions.

These Minimum Standards are not intended to be all-inclusive. All Operators may be subject additionally to applicable federal, state and local laws, ordinances, codes, and regulations, that may pertain to their operation, construction, maintenance of facilities, or services provided, including Airport Rules and Regulations pertaining to all such services.

SEVERABILITY

In the event any covenant, clause, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, clause, section, condition or provision herein contained.

NOTICES, REQUESTS FOR APPROVAL, APPLICATIONS, AND OTHER FILINGS

Any notice, demand, request, consent, or approval that an Entity may, or is required to give to the Authority or Wichita Department of Airports under these Minimum Standards, shall be in writing, and shall be either personally delivered or sent by first class mail, postage prepaid, addressed as follows:

Wichita Airport Authority
Wichita Mid-Continent Airport
ATTN: Director of Airports
2173 Air Cargo Road
Wichita, KS 67209

VARIANCES, WAIVERS AND DEVIATIONS

The Authority reserves the right, in its sole discretion, to authorize variances or deviations from all or a portion of these Minimum Standards for the benefit of any government or governmental agency performing non-profit public services to the aviation industry, or performing emergency medical or rescue services to the public by means of Aircraft, or performing fire prevention or firefighting operations, or for law enforcement purposes. The Authority may further temporarily waive any of the Minimum Standards for non-governmental Operators where the Authority, in its sole discretion, deems such waiver to be in the best interest or welfare of the Airport's operation, and under special conditions and in unique circumstances that don't adversely affect public health or safety, Airport finances or operations, or violate any Governmental Requirements or Regulatory Measures, or FAA Grant Assurances. Such variances shall not amend or alter the Minimum Standards. All requests for variances or deviations shall be presented to the Director in writing.

ENFORCEMENT

The Director is responsible for the operation, management, maintenance, development, and security of the Airport and all Airport-owned and operated land, Improvements, facilities, vehicles, and equipment. Among other things, the Authority has authorized and directed the Director to:

(1) interpret, administer, and enforce Agreements and these Minimum Standards; and
(2) obtain and receive copies of all licenses, permits, certifications, ratings, Certificates of Insurance, and other documents required to be provided to or filed with the Authority under these Minimum Standards.

Failure to comply with the applicable Standards set forth herein may result in the suspension or revocation of the applicable activity Agreement or Permit issued to Operator, thereby removing any right of the Operator to conduct the activities granted on the Airport.

All official inquiries regarding these Minimum Standards and/or compliance therewith should be directed to the Director.

SECTION TWO – DEFINITIONS

The following terms shall have the following meanings for purposes of these Minimum Standards:

AC (ADVISORY CIRCULAR) – documents published by the FAA that contain information about standards, practices and procedures that the FAA has found to be acceptable for compliance with associated rules, laws, policies, or regulations.

AERONAUTICAL ACTIVITY - any activity or service commonly conducted at airports that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another Aeronautical Activity, or which contributes to or is required for the safety of such operations.

The following functions, without limitation, which are commonly conducted on airports, are considered Aeronautical Activities within this definition:

a. Aerial advertising and banner towing
b. Aerial applications (crop dusting, agricultural aviation, firefighting, etc.) services
c. Aerial photography or survey
d. Air ambulance and medical transportation by Aircraft services
e. Air carrier operations
f. Aircraft airframe and powerplant repair and maintenance services
g. Aircraft charter and air taxi services
h. Aircraft management services
i. Aircraft rental services
j. Aircraft sales and services
k. Aircraft washing, cleaning and detailing services
l. Avionics, instrument, accessory or propeller repair services
m. Commercial hangar operation and rental services
n. Flight or Pilot training services
o. Ground servicing of air carrier Aircraft and passenger services
p. Into-plane fueling services for air carrier Aircraft
q. Non-Commercial private hangar operation
r. Private flying clubs
s. Rental of Aircraft hangar, parking and tie-down space
t. Sale of Aircraft parts
u. Sale of aviation fuels, lubricants and petroleum products
v. Sightseeing flight services
w. Any other Activities which in, the sole judgment of the Authority, because of their direct relationship to the operation or repair of Aircraft, can appropriately be regarded as an Aeronautical Activity

AERONAUTICAL SERVICE - any Aeronautical Activity or service by an Entity that has a lease, sublease, license, permit, or Agreement from the Authority authorizing it to provide such service.

AGREEMENT - a written contract, executed by both parties, and enforceable by law between the Authority and an Entity granting a concession, transferring rights or interest in land and/or improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain Activities. Such Agreement will recite the terms and conditions under which the Activity will be conducted at the Airport including, but not limited

to, term of the Agreement; rents, fees, and charges to be paid by the Entity; and the rights and obligations of the respective parties. For purposes of clarification in these Minimum Standards, the following terms may be substituted for the term Agreement: Lease, Sublease, Permit, or License.

AIRCRAFT - any contrivance now known or hereafter invented which is used or designed for navigation of or flight in air, except a parachute or other contrivance designed for such navigation but used primarily as safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, and seaplanes.

AIRCRAFT MAINTENANCE – the repair, adjustment, maintenance, alteration, preservation, and/or inspection of Aircraft airframe or powerplant, including the replacement of parts. Major repairs include major alterations to the airframe, powerplant, or propeller, as defined in FAR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance repair, calibration, or adjustment of Aircraft airframe or powerplant and associated accessories. Preventive maintenance means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations, as defined in FAR Part 43.

AIRCRAFT OPERATOR - a person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as owner, Operator, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.

AIRFRAME AND POWERPLANT MECHANIC - a person, certificated by the FAA, that performs and/or supervises the maintenance, preventive maintenance or alteration of an Aircraft or appliance, or a part thereof, for which he/she is rated, and may perform additional duties in accordance with certain Regulatory Measures.

AIRPLANE DESIGN GROUP – An FAA-defined grouping of airplanes based on wingspan. For purposes of these Minimum Standards, the term Airplane Design Group may be referred to as simply Group I or GI, etc.

The groups are as follows:

Group I	Up to but not including 49 feet; and
Group II	49 feet up to but not including 79 feet; and
Group III	79 feet up to but not including 118 feet; and
Group IV	118 feet up to but not including 171 feet; and
Group V	171 feet up to but not including 214 feet; and
Group VI	215 feet up to but not including 262 feet.

AIRPORT - means the Wichita Mid-Continent Airport and all land, improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be extended, enlarged, or modified.

AIRPORT BOARD – the Wichita Airport Advisory Board, which is the panel appointed by the City of Wichita, Sedgwick County, and the Regional Economic Area Partnership to provide advice and counsel to the Wichita Airport Authority on development and operations of the Wichita Airport System.

AIRPORT CERTIFICATION MANUAL - a document required by the FAA detailing the Airport's requirements as contained in 14 CFR Part 139.

AIRPORT LAYOUT PLAN (ALP) - The drawing (currently approved by the FAA) depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, navaids, etc.

AIRPORT OPERATIONS AREA (AOA) - is a restricted area of the Airport, either fenced or posted, where Aircraft are parked or operated, or operations not open to the public are conducted. Areas include, but are not limited to, the Aircraft Ramps and Aprons, hangar areas, taxiways, runways, unimproved land attributed to the taxiways and runways, safety areas, and contiguous areas delineated for the protection and security of Aeronautical Activity.

AIRPORT SECURITY PROGRAM - a document required by the Transportation Security Administration detailing the Airport's requirements as contained in the applicable federal security regulations.

APPLICANT – an Entity desiring to develop facilities or use land and/or Improvements at the Airport to engage in Aeronautical Activities or Aeronautical Services, and who shall apply in writing and in the manner and form prescribed herein for authorization to engage in such activities at the Airport.

AUTHORITY - the Wichita Airport Authority, the government agency created under Kansas law which owns and operates the Wichita Airport System comprised of the Wichita Mid-Continent Airport and Colonel James Jabara Airport. The Authority is represented and has professional management provided by the City of Wichita Department of Airports.

AVIATION PURPOSES – see "Aeronautical Activity."

CFR - Code of Federal Regulations.

COMMERCIAL – intended for the purpose of securing revenue, earnings, income, and/or compensation (including exchange for service), and/or profit, whether or not such objectives are accomplished. May also mean the exchange, trading, buying, hiring, providing, or selling of commodities, goods, services, or property on the Airport.

CONDOMINIUM OR CO-OPERATIVE (CO-OP) - an organization formed for purposes of self-fueling, self-servicing, and joint/shared hangaring of Aircraft.

DEPARTMENT – City of Wichita Department of Airports, acting on behalf of the Wichita Airport Authority. Authority is often used interchangeably to describe Department in this document.

DIRECTOR OF AIRPORTS (DIRECTOR) - the individual charged with the duty to manage, supervise, control, develop, maintain, regulate, and protect the Airport, or such other employee of the Department as the Director may from time to time designate to carry out the duties of the Director.

EMPLOYEE(S) - any individual employed by an Entity whereby said Entity collects and pays all associated taxes on behalf of Employee (i.e., social security and Medicare). The determination of status between "employee" and "contractor" shall be made according to then-current Internal Revenue Service standards.

ENTITY – Includes a person, persons, firm, partnership, limited liability partnership or corporation, agency, unincorporated proprietorship, association or group, or corporation, and includes any trustee, receiver, assignee, or other similar representatives.

EXCLUSIVE RIGHT - A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right can be conferred either by express agreement, by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. Note: An Exclusive Right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an exclusive right to occupy real estate, which is permitted by federal regulation under certain conditions.

FAA (Federal Aviation Administration) - the division within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.

FIXED BASE OPERATOR (FBO) - a Commercial Operator authorized and required, by Agreement with the Authority, to provide to the public the sale of products and services, and rental of facilities, as defined further in Section 4.1

GOVERNMENTAL REGULATIONS – May be used interchangeably with "Regulatory Measures."

GRANT ASSURANCES - those contractual obligations that are described by law and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus property.

GRANTEE - means the term commonly used in various agreements to identify an Entity that has been granted certain rights while operating at the Wichita Mid-Continent Airport.

GRANTOR - the term commonly used in various agreements identifying the Wichita Airport Authority and/or the City of Wichita Department of Airports.

IMPROVEMENTS – all buildings, structures, and facilities including pavement, concrete, fencing, signs, lighting, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

MINIMUM STANDARDS - those qualifications, standards, and criteria set forth, by the Authority, as the minimum requirements that must be met as a condition for the right and privilege to engage in Aeronautical Activities or Services at the Airport.

NFPA- all codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.

NON-COMMERCIAL - not for the purpose of securing earnings, income, compensation (including exchange of service) and/or profit.

OPERATOR - any Entity that has entered into an Agreement with the Authority or has subleased office, shop, hangar, or land from an authorized FBO or SASO to engage in Aeronautical Activities or Services (either Commercial or Non-commercial), and who shall be subject to the Minimum Standards set forth herein.

PERSON – means a natural person, corporation, partnership, trust, association, or other legal Entity.

PREMISES – the land and/or Improvements leased by an Operator for the conduct of Operator's activities.

PRIVATE FLYING CLUB - a private non-commercial organization, whose members own equal shares, established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

RAMP (OR APRON) - an area of the Airport within the AOA designated for the loading, unloading, servicing, or parking of Aircraft.

REGULATORY MEASURES – All Federal, state, county, local, and Airport, laws, statutes, codes, ordinances, policies, standards, rules and regulations, including, without limitation, those of the United States Department of Transportation, the United States Department of Homeland Security, TSA, FAA, EPA, OSHA, NFPA, ARFF Standard Operating Guidelines, the Airport Certification Manual, the Airport Security Program, the Airport's Standard Operating Procedures, and Airport Authority Policies; all as may be in existence, hereafter enacted, and amended from time to time, which are applicable to the use of the Airport and the Operator's activities, operations, or utilization of any leased premises thereon.

SASO (SPECIALIZED AERONAUTICAL SERVICE OPERATOR) - a Commercial Operator that provides any one or more of the following Aeronautical Activities or Services:

a. Aircraft charter and air taxi services
b. Aircraft management services
c. Aircraft airframe and powerplant maintenance
d. Aircraft rental
e. Aircraft sales
f. Avionics, instrument or propeller services
g. Commercial Aircraft storage services
h. Flight training
i. Other specialized commercial aviation services
j. Temporary specialized commercial aviation services

SELF-FUELING – the fueling or servicing of an Aircraft by the owner of the Aircraft or the owner's employee using his/her own vehicles, equipment, and resources.

SELF-SERVICE - Fueling, maintenance, repair, cleaning, or other servicing of an Aircraft performed by the Aircraft owner (or the owner's employee) using resources (goods) obtained by the Aircraft owner and vehicles or equipment owned by the Aircraft owner. 14 CFR Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any Aircraft owned or operated by

the pilot. For a list of such preventive maintenance activities refer to 14 CFR Part 43. "Owned Aircraft" is an Aircraft that is owned or leased and operated under the full and exclusive control of the Aircraft owner or Operator.

SUBLEASE OR SUBCONTRACT - an Agreement entered into by an Entity with an Operator that transfers rights or interests in Operator's Premises and is enforceable by law.

THROUGH-THE-FENCE OPERATION - direct access to the Airport from private property located contiguous to the Airport which provides access to the Airport's runway and taxiway system or other infrastructure.

TSA - Transportation Security Administration of the U. S. Department of Homeland Security.

SECTION THREE – GENERAL REQUIREMENTS

All Operators engaging in Aeronautical Activities at the Airport shall meet or exceed the requirements of this Section Three as well as the specific Minimum Standards applicable to the Operator's Activities, as set forth in subsequent sections.

1. EXPERIENCE/CAPABILITY

Operator or its key management personnel assigned to the Airport shall have such business background and shall demonstrate its business capability and financial responsibility and capacity to the satisfaction of, and in such manner as to meet with the approval of, the Authority.

Any prospective Operator seeking to conduct an Aeronautical Activity at the Airport shall demonstrate that they have the resources necessary to realize the business objectives established by the Operator. Section Eight – Application for Agreement (Application/Proposal Requirements) should be used as a guide to assist a prospective Operator in demonstrating resources and capabilities.

2. AGREEMENT REQUIRED

No Entity shall be permitted to use any land or Improvements, conduct any Aeronautical Activity or Service, or solicit business in connection therewith unless such activity is conducted in accordance with these Minimum Standards, as amended from time to time by the Authority; and unless the Entity has a valid Agreement or Permit with the Authority allowing the conduct of such specifically authorized activities on the Airport. In the event of a conflict between an Agreement and the Minimum Standards, the Agreement shall govern.

An Operator shall not engage in any commercial activity not specifically authorized by an Agreement or Permit.

3. PAYMENTS OF RENTS, FEES, AND CHARGES

All Operators shall comply with the Rates and Charges Policy enacted by the Authority or as otherwise specified in a written Agreement or Permit with the Authority.

4. PREMISES AND MISCELLANEOUS FACILITY REQUIREMENTS

Operator shall, at a minimum, lease the land and/or Improvements stipulated for the Activity in these Minimum Standards. All Commercial and Non-commercial Aeronautical Activities must be conducted on Airport property. Through-the-Fence operations shall not be permitted, other than for existing aircraft manufacturing tenants. However, requests for additional Through-the-Fence operations shall be reviewed and considered on a case-by-case basis, and any such operations shall meet all applicable Minimum Standards, as well as FAA and TSA requirements. Consideration for approval of future Through-the-Fence activities may only be approved for major large-scale aircraft manufacturing or maintenance facilities, and shall be subject to the review and approval of the FAA. Payment of appropriate access fees to the Authority shall be a condition of approval of future Through-the-Fence agreements.

Premises used for Commercial purposes that require public access shall have direct landside access for vehicle and customer access. Approved security procedures shall be applied to prevent unauthorized access to restricted areas.

Title and ownership of all facilities and improvements constructed on Authority real estate shall become vested with the Authority upon completion.

5. INDEPENDENT OPERATORS

Independent Operators shall not be permitted. All persons running commercial businesses on the Airport shall be tenants holding an Agreement, or shall hold a Permit to allow the activity.

6. FACILITY MAINTENANCE

Unless otherwise agreed to in writing, Operator shall, at its own expense, keep and maintain the Premises leased for its own use and all such improvements and facilities and additions thereto, constructed or installed by it or by Authority, in good repair and in clean, neat, orderly, and fully functional condition, reasonable wear and tear excepted, during the term of any Agreement, including all structural, interior, and exterior maintenance of all facilities, all landscaping, all utilities, all lighting, and all paved areas. Operator is also expected to provide all necessary cleaning services and waste removal, and replace any property that has been damaged by Operator's activities. More specific maintenance responsibilities shall be detailed in the Agreement.

Operator shall be responsible for snow removal on its aircraft ramps and other premises.

Operator shall provide at all times safe and clear passageways and access for emergency vehicles and other authorized users.

7. PRODUCTS, SERVICES AND FACILITIES

An FBO may conduct any activity or activities, meeting the applicable standards specified herein, in addition to those specifically identified and required of an FBO in Section 4 - Fixed Base Operator.

A Specialized Aeronautical Service Operator (SASO) may engage in any of the permissible Aeronautical Activities identified for a SASO in Section 5 - Specialized Aeronautical Service Operator.

Operators are expected to (1) provide products, services, and facilities on a reasonable and not unjustly discriminatory basis to all consumers, (2) charge reasonable and not unjustly discriminatory prices (while being allowed to make reasonable discounts to volume purchasers), and (3) conduct Activities in a safe, efficient, and first class professional and workmanlike manner.

8. EXCLUSIVE RIGHTS

No person shall be granted an exclusive right to conduct any Aeronautical Activity on the Airport as mandated by FAA regulations regarding exclusive rights and minimum standards for Aeronautical Activities.

The grant of an exclusive right for the conduct of any aeronautical activity, on an airport on which Federal funds, administered by the FAA, have been expended, is regarded as contrary to the requirements of applicable laws, whether such exclusive right results from an express agreement, from the imposition of unreasonable standards or requirements, or by any other means. However, certain circumstances may exist whereby exceptions to the granting of exclusive rights may occur:

a. Single Activity. The presence on an airport of only one enterprise conducting Aeronautical Activities does not necessarily mean that an exclusive right has been granted. If there is no intent by express agreement, by the imposition of unreasonable standards, or by other means to exclude others, the absence of a competing activity is not a violation of this policy. This sort of situation frequently arises where the market potential is insufficient to attract

additional Aeronautical Activities. So long as the opportunity to engage in an Aeronautical Activity is available to those who meet reasonable and relevant standards, the fact that only one enterprise takes advantage of the opportunity does not constitute a grant of an exclusive right.

b. Space Limitations. It will not be construed as evidence of intent to exclude others if all available Airport land or facilities suitable for a specific Aeronautical Activity is leased to a single entity if it can be reasonably demonstrated that the total space leased is presently required and will be immediately used to conduct the planned activity.

c. Restrictions Based on Safety. Under certain circumstances, it is sometimes necessary to deny the right to engage in an Aeronautical Activity at an airport for reasons of safety.

9. NON-DISCRIMINATION

Operator agrees to abide by those certain covenants and assurances required or recommended by the FAA, TSA, Kansas Department of Transportation (KDOT), United States Department of Transportation (USDOT) or by Federal or Kansas statute. In the event of breach of any such covenant, the Authority shall have the right to terminate any Agreement and to reenter and repossess any land and/or facilities thereon, and hold the same as if said Agreement had never been made or issued. It is further understood and agreed that the Authority shall have the right to take such action as the Federal Government may lawfully direct to enforce this obligation. In the event future covenants and/or assurances are required of the Authority by the USDOT, KDOT, FAA or TSA, which are applicable to an Agreement, Operator agrees that it will conform with the provisions thereof so long as the Agreement is in effect.

Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

10. LICENSES, PERMITS, CERTIFICATIONS, AND RATINGS

Operator shall obtain, maintain, and display in a prominent location all applicable licenses, permits, certifications and/or ratings for the activities specified herein and shall, upon request, provide copies to the Authority.

11. PERSONNEL

Operator shall have in its employ, on duty, and on Premises during Hours of Activity, courteous, properly trained, fully qualified and certificated (if applicable), and current in the function/position for which they are employed and working, personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each Activity being conducted in a safe, efficient, courteous, and prompt manner. Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations on the Premises with the authorization to represent and act for and on behalf of Operator.

Employee Appearance and Conduct - Operator shall be responsible for the conduct, demeanor, and appearance of its officers, agents, employees and representatives. Employees on duty shall wear uniforms bearing company logo or wear other suitable business attire. Employees shall be trained by Grantee to render high quality, courteous, and efficient service. Grantee shall closely supervise service personnel to assure a high standard of service.

No offensive or profane language or symbols may be worn or displayed by any employee while on the Airport. Each employee will conduct themselves in a professional manner at all times.

Upon receipt of a written objection from the Director concerning the conduct or demeanor of any of Operator's employees, Operator shall promptly eliminate the basis for the objection and shall take any action reasonably necessary to prevent a recurrence of the same or similar conduct or demeanor.

Employees not adhering to the above requirements, in the opinion of Director, will be asked to immediately comply or leave the Airport until such time they are in full compliance.

12. AIRCRAFT, VEHICLES, AND EQUIPMENT

All required Aircraft, Vehicles, and Equipment must be fully operational, functional, and available at all times and capable of providing all required products and services.

13. HOURS OF ACTIVITY

Hours of activity shall be clearly posted in public view using appropriate signage.

14. COMPLIANCE WITH REGULATORY MEASURES REGARDING SAFETY AND SECURITY, HEALTH AND ENVIRONMENTAL PROTECTION

Authority has overall responsibility for safety, Aircraft rescue/firefighting, law enforcement and security at the Airport as described in 14 CFR Part 139 and 49 CFR Part 1542, among other regulations. Standards and procedures for meeting these requirements are defined in the Airport Certification Manual, the Airport Security Program, and the Airport Standard Operating Procedures. Applicable portions of these standards and procedures may apply to certain Operators on the Airport.

Operators shall obey all rules and regulations promulgated from time to time by the U.S. Department of Transportation, U.S. Department of Homeland Security, the FAA, the TSA, the EPA, the Kansas Department of Transportation, the Kansas Division of Aeronautics, the Kansas Department of Health and Environment, the City of Wichita, and the Authority governing the conduct and operation of the Airport and its facilities. In the event the Authority is lawfully assessed and pays a fine because of an act or omission of Operator, its employees, agents, customers, and invitees, in violation of any Regulatory Measure or this Section, Operator shall reimburse the Authority for such payment within thirty (30) days of the Authority providing such notice of payment. Nothing in this provision shall prevent an Operator from contesting in good faith such fine.

Operators whose facilities have direct access to the AOA, or other secured, sterile or restricted area, shall develop, maintain, and comply with a security program that has been approved by the Authority, and shall also comply with the Airport Security Program.

Operator shall at all times and in all respects comply with local, State, and Federal laws ordinances, regulations, and orders relating to environmental protection, industrial hygiene, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials on, about, or from the Airport.

15. INDEMNIFICATION AND INSURANCE

Operators shall not commence operations or construction until Operator has obtained the types and amounts of required insurance and until such insurance has been reviewed by the Authority or a Certificate of Insurance is received indicating required coverage. All prospective and existing

Operators shall provide to the Authority's satisfaction evidence of their ability to procure and maintain insurance coverage in the amounts stipulated for each particular type of activity according to the insurance requirements established by the Department in consultation with its risk management agent(s) or insurance carriers, as may be amended from time to time. The limits stipulated for each Activity represent the minimum coverage and amounts that shall be maintained by Operator to engage in Activities at the Airport. Operator shall conduct its own analysis, in conjunction with its own risk management agent(s), to determine if additional coverage is needed.

The current minimum insurance requirements are specified in Appendix Two, and they are subject to periodic modifications. Current requirements are kept on file with the Department.

Operator shall protect, defend, and hold the Authority and the City and their officers and employees, individually and collectively, completely harmless from and against 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 attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incidental to an Agreement and/or the use or occupancy of the leased/assigned Premises by Operator, or the acts or omissions of Operator, its 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 act or omission of Authority, its agents, representatives, contractors or employees. Authority shall give to Operator reasonable notice of any such claims or actions.

Policies of insurance shall be in a form and with companies (authorized to write insurance in the State of Kansas) satisfactory to the Authority having an A.M. Best rating of B+, VIII or better. Operator shall be fully responsible for any insurance policy deductible(s) for which the required insurance applies. The Authority and City shall be named as additional insureds on all required policies. Required policies shall not be cancelled or altered without 30 days advance written notice to the Authority. Required policies shall cover and protect the Authority and City and their officers and employees, individually and collectively.

If required insurance coverage is cancelled, changed in coverage, or reduced in limits, Operator shall, within 30 days but in no event later than the effective date of cancellation, change or reduction, provide to the Authority a certificate showing that insurance coverage has been reinstated or provided through another carrier. Failure to provide required insurance is an event of default under a Lease, Agreement or Permit with the Authority.

16. TAXES AND ASSESSMENTS

Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be lawfully levied, assessed, or charged by any duly authorized governmental body associated with Operator's Premises, Operator's improvements or equipment on Premises, and/or Operator's Activities.

17. MULTIPLE ACTIVITIES

When more than one Activity is conducted, the minimum requirements shall vary, as reasonably determined by the Director, depending upon the nature of each Activity or combination of Activities, but shall not necessarily be cumulative.

18. NEW ACTIVITIES

Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be developed at such time on a case-by-case basis for such Activities and/or incorporated into the Operator's Agreement.

19. EXISTING AGREEMENTS

It is understood that the establishment of these Minimum Standards is not retroactive and will not alter certain provisions or requirements of existing Agreements or Permits between the Authority and existing Operators.

All entities will become subject to these standards immediately following the expiration, termination, and/or modification of any Agreement through extension, renewal, or significant amendment, addendum, or other means. Compliance with these Standards shall be required as a condition of approval to modify, extend, or renew an existing Agreement.

20. CONSTRUCTION/ALTERATIONS

Construction of all Improvements and alterations, including but not limited to, offices, hangars, access roads, access taxiways, stormwater and drainage facilities, vehicle parking areas and Aircraft Ramps/Aprons and parking areas, shall be in accordance with design and construction standards established by the Authority, and in accordance with applicable federal, state and local codes, ordinances, laws, standards, and rules and regulations. Operator shall not proceed with any construction, remodeling, demolition, or installation of infrastructure on the Premises without first submitting detailed construction plans and specifications to the Director and obtaining written approval of plans and specifications for such work from the Director.

The approval by Director of plans and specifications shall not constitute a representation or warranty that such plans and specifications comply with the requirements of any governmental agency or code, and responsibility therefore shall at all times remain with the Operator.

FAA form 7460-1, "Notice of Proposed Construction or Alteration" will be filled out by an Operator in consultation with the Authority and submitted by Authority to the FAA in order to initiate the required airspace study. An unobjectionable determination from the FAA shall be received prior to commencement of construction of any structures.

Appropriate performance and payment bonds and insurance shall be maintained during all periods of construction.

All structures placed upon the Operator's Premises shall be of permanent construction. No portable, temporary, or modular structures shall be permitted. No short-term leased structures shall be permitted, except during periods of construction on the Premises.

When improvements to the Premises are required to meet the terms of an Agreement, Operator shall commence construction within the time period specified in the Agreement. The Operator's failure to commence or complete construction within the approved timelines will be an event of default.

Aircraft Parking Ramps/Aprons and Paved Tie-Down Areas

Aircraft Parking Ramps/Aprons and Paved Tie-Down areas shall be paved with concrete in accordance with Authority and FAA design guidelines for the largest and heaviest aircraft or other vehicle anticipated to use the ramp on a regular basis. The ramps shall be adequately sized to accommodate the movement, staging, and parking of Aircraft expected to use the area without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in common taxilanes or taxiways.

Hangar Ramps

Ramps associated with hangars shall be sufficient, in size, to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer and/or Operator Aircraft without interfering with the movement of Aircraft moving in and out of other facilities and/or Aircraft operating in taxilanes or taxiways. Hangar ramps shall generally be no smaller than 1.5 times the square footage of the hangar bay, unless specified otherwise in a specific standard.

Automobile Parking

Paved Automobile Parking shall be in an amount to either comply with city codes, or sufficient to accommodate all of the Operator's and its tenant's customers, employees, visitors, vendors, and suppliers on a daily basis, whichever is greater. Paved automobile parking shall be entirely on Operator's Premises and located in close proximity to the Operator's main facility. On-street vehicle parking is not allowed. Parking lots shall be paved with curb and gutter and proper drainage. All driveways, and access points for fuel delivery trucks, shall be paved with concrete.

Stormwater and Drainage

Leaseholds shall be sufficiently sized to include all required improvements on-site, including any on-premises water quality or drainage facilities necessary to comply with applicable regulations and the Airport Stormwater Pollution Prevention Plan (SWPPP). All stormwater detention facilities shall be constructed and maintained at Operator's expense. Drainage and detention facilities shall be designed in accordance with Authority and FAA guidelines, and shall not create a wildlife attractant. However, upon approval of the Authority, on-premises detention facilities may not be required if the leasehold is in an area of the Airport which already has sufficient stormwater drainage facilities and capacity and the tenant is permitted to utilize the master drainage system. Operator may be required to participate in the pro-rata sharing of costs to construct and provide centralized drainage facilities. Operators shall be required to follow Best Management Practices for stormwater treatment in accordance with Authority and City policies.

Utilities

Operators shall generally be responsible for providing all necessary utility services to their Premises, at their own cost and expense. However, the Authority may choose to install certain utilities, and in such an event, the Operator may be required to participate in the pro-rata sharing of costs to construct and provide such utilities.

Landscaping

Operators shall install and maintain, at their own expense, approved landscaping on its Premises in accordance with the Authority's design guidelines and Standard Operating Procedures. Landscaping shall not create a wildlife attractant.

Special Assessments

Operators may be required to participate in pro-rata sharing of costs through special assessments when common use infrastructure (e.g., utilities, roadways, taxiways, drainage systems, etc.) must be developed and installed by the Authority to serve Operator's needs.

21. SUBLEASE ACTIVITY

All Sublease Agreements require the prior written approval of the Authority, except for Subleases for aircraft storage space and offices normally leased out by FBOs and Commercial Hangar Operators. All commercial activities proposed to be conducted on an Operator's Premises by a sublessee shall receive the prior written approval of Authority.

SECTION FOUR – FIXED BASE OPERATOR

1. DEFINITION

A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale or rental of products and services, and which shall provide facilities that shall be required to include, at a minimum, the following mandatory Activities at the Airport:

a. Sales of Aviation fuels (Jet Fuel and AvGas) and lubricants;
b. Aircraft Line and ground support services;
c. Passenger, crew and customer services support and facilities;
d. Aircraft ramp tie-down and parking;
e. Indoor Aircraft storage and hangar rental (transient and long term);
f. Air conditioned office space, flight planning/briefing area with appropriate resources, waiting lounge, conference room, telephone facilities, food & beverage vending, restroom facilities;
g. Disabled Aircraft recovery services; and
h. Major Aircraft Airframe and Powerplant Maintenance certificated under FAR Part 145.

In addition to the General Requirements set forth in Section Three, each Fixed Base Operator at the Airport shall comply with the Minimum Standards set forth in this Section Four.

An FBO may Subcontract Major Aircraft Airframe and Powerplant Maintenance to a qualified SASO (i.e., a SASO can fulfill this mandatory requirement of an FBO) provided that the Subcontract and/or Sublease Agreement are approved in writing in advance by the Authority and the subcontractor obtains a Permit from the Authority to conduct such business. SASOs must meet all applicable requirements for the Subcontracted operation. The FBO shall remain primarily responsible for any services performed by a subcontractor and the compliance by such subcontractor with these Minimum Standards.

In addition to the required services listed above, an FBO may also engage in any additional SASO (Specialized Aeronautical Services Operator) activity outlined in these Standards that it may wish to offer, so long as the Authority approves in advance the addition of those services or activities. An FBO may also provide other commercial operations not identified in these Standards that are complementary and/or supportive of aviation activities provided such additional services are approved in writing by the Authority.

SASOs can Sublease space from an FBO in order to meet Minimum Standards for the SASO activity as long as the FBO meets the Premises requirement for both the FBO and the SASO activity, and prior Authority approval is obtained in writing.

2. PREMISES & FACILITIES

AREA TYPE	MINIMUM SIZE
Leasehold Ground	217,800 SF (5 acres)
Paved Aircraft Ramp and Apron	130,680 SF (3 acres)
Storage Hangar(s)	30,000 SF (no unit smaller than 8,000 SF)
Maintenance Hangar & Shops	10,000 SF
Terminal, lobby & customer space	5,000 SF
Vehicle parking (paved, on-site)	50 spaces, or as required by city code
AREA TYPE	**MINIMUM SIZE**
Jet fuel storage tanks	20,000 gallons
AvGas fuel storage tanks	10,000 gallons
Jet fuel mobile refueling vehicles	2 each of 2,000 gallons
AvGas mobile refueling vehicles	1 each of 750 gallons

Leasehold Ground area to meet primary requirement shall be contiguous. FBO may be permitted to have additional non-contiguous land for its operations.

Ramp area shall provide paved transient Aircraft parking having the weight-bearing capacity to accommodate the largest Aircraft typically handled or serviced by the FBO. Ramp area shall include adequate space to accommodate the number, type, and size of based/transient Aircraft requiring tie-down space at the Operator's Premises, but no less than 20 paved tie-down spaces.

Building/Facility area shall include a customer area having adequate space for air conditioned customer lounge, pilot lounge, flight planning area and equipment, conference rooms, public use telephone and restrooms, and an administrative area having adequate and dedicated space for employee offices, work areas, and storage.

If the FBO engages in additional Commercial Activities (beyond those required in this section), the FBO shall comply with the space requirements stipulated for each additional activity; however, the requirements shall not necessarily be cumulative.

3. FUEL STORAGE

FBO shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for delivery of aviation fuels in such quantities as are necessary to meet the requirements set forth herein.

An FBO shall have a fixed above-ground fuel storage tank system (in a location approved by Authority), containing safety fixtures, and filtration systems to ensure fuel quality in accordance with applicable standards. All storage tanks and ancillary facilities shall be built, installed, operated and maintained by the Operator at its own expense in accordance with all federal, state, local, and Authority regulations, as well as any requirements of the petroleum distributor.

<u>The fuel farm system shall have at least 20,000 gallons of storage for Jet-A fuel, and 10,000 gallons of AvGas, or a three (3) day peak supply, whichever is greater</u>. If the FBO provides fuel to the military, additional storage and mobile refueling capacity for military-grade fuels shall be as required by the military contracts. The storage system must include adequate fuel spill prevention features and containment capabilities together with an approved fuel Spill Prevention Countermeasures and Control Plan (SPCC) that must be submitted to the Department and kept current by Operator.

If FBO is providing into-plane service to scheduled air carriers, it shall have the capability necessary to refuel the largest Aircraft normally frequenting the Airport.

FBO shall meet all applicable standards necessary for the storage of fuel for general aviation and scheduled air carriers. Further, all fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of FBO.

FBO shall provide for the lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents and other regulated waste. FBO shall provide monthly fuel reports, including total gallons of fuel delivered by type and category, to the Department.

4. FUELING EQUIPMENT

An FBO shall be required to comply with and/or provide the following:

Fuel-dispensing equipment, meeting all applicable Regulatory Measures for each type of fuel dispensed.

Adequate bonding wires, continuously inspected and maintained, on all fueling equipment.

Spill kits for both fixed and mobile fuel storage tanks.

An adequate supply of properly located fire extinguishers and/or equipment as required by applicable fire codes.

FBOs are required to provide both Jet A and 100LL AvGas, and if military or government aircraft servicing is anticipated by the Operator, the FBO shall also provide the appropriate grade of military fuel.

Mobile Refueler Size/Quantity:

- At least one (1) AvGas 100LL refueler with a 750 gallon minimum capacity
- At least two (2) Jet-A refuelers with a 2,000 gallon minimum capacity
- At least one (1) JP refueler with 2,000 gallon minimum capacity (only required only if FBO is providing military fueling services)
- At least two (2) additional Jet-A refuelers with a 5,000 gallon minimum capacity (only required if FBO has airline fueling contracts)

Mobile refueling vehicles (refuelers) shall be designed and built for the purpose of fueling Aircraft, self-propelled, be properly marked/labeled with type of fuel being carried, equipped with a metering device, and have separate dispensing pumps for each grade of fuel. Jet A refuelers shall have the capability to provide “over-the-wing”, “single point”, and “bottom-loading” capability).

Proper storage and staging of refuelers shall be in accordance with all applicable Regulatory Measures.

Backup Equipment:

An FBO having only one (1) refueler shall be required to have immediate access to the use and operation of a temporary replacement refueler should the primary vehicle used to meet these Minimum Standards become inoperative and/or unable to dispense fuel. Such access shall be conveyed through written agreement clearly stating the terms and conditions under which refueler shall be made available to FBO. Copies of such agreement shall be made available to the Director upon request.

Self-Service Fueling Equipment

In addition to the required mobile refueling vehicles and storage tanks listed above, an FBO is permitted to also sell fuel using pilot self-service from separate fixed dispensing pumps installed for that purpose in an Authority-approved location on its leased Premises. Storage capacity of those self-service tanks may be in a size chosen by the Operator and approved in writing by the Authority. An FBO is not required to offer both Jet-A and AvGas self-service fuel, but may elect to provide both if customer demand dictates.

Use of Equipment

With respect to the use and operation of the equipment described herein, FBO shall be liable for any leaks, spills and/or other damage that may result from the handling, storage, or dispensing of fuel.

5. OTHER EQUIPMENT

In regards to Aircraft line service activities, FBO shall provide and maintain adequate Equipment for:

- Tie-down facilities, including rope, chains and other types of restraining devices (e.g. wheel chocks);
- Adequate loading, unloading and towing equipment (tugs and towbars) to safely and efficiently move Aircraft as necessary;
- Repairing and inflating Aircraft tires and servicing struts;
- Changing oil;
- Washing Aircraft and Aircraft windows;
- Recharging or energizing discharged Aircraft batteries;
- Oxygen, nitrogen, and compressed air;
- Lavatory servicing;
- Ground power and air conditioning/heating;
- Aircraft deicing;
- Engine pre-heating
- Cleaning and deodorizing both the interior and exterior of Aircraft;
- Contacting service personnel;
- Tools and jacks for removal of disabled Aircraft from the Airfield;
- Crew/courtesy vehicles.

The quantity of such equipment shall be based upon that required to support the Aircraft normally frequenting the FBO's Premises to include backup/replacement equipment.

6. PERSONNEL

Operator shall have in its employ, on duty, and on Premises during Hours of Activity, courteous, properly trained, fully qualified and certified (if applicable), and current in the function/position for which they are employed and working, personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each Activity

being conducted in a safe, efficient, courteous, and prompt manner. Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations on the Premises with the authorization to represent and act for and on behalf of Operator.

Employee Appearance and Conduct:

Operator shall be responsible for the conduct, demeanor, and appearance of its officers, agents, employees and representatives. Employees on duty shall wear uniforms or other suitable business attire consisting of a clean shirt or blouse (bearing company logo), pants or skirt, and shoes or dress boots with socks (no sandals permitted). Uniforms will be of a consistent color theme. Employees shall be trained by Grantee to render high quality, courteous, and efficient service. Grantee shall closely supervise service personnel to assure a high standard of service.

Upon receipt of a written objection from the Director concerning the conduct or demeanor of any of Operator's employees, Operator shall promptly eliminate the basis for the objection and shall take any action reasonably necessary to prevent a recurrence of the same or similar conduct or demeanor.

No offensive or profane language or symbols will be worn or displayed by any employee. Each employee will conduct them self in a professional manner at all times.

Employees not adhering to the above requirements, in the opinion of Director, will be asked to immediately comply or leave the Airport until such time they are in full compliance.

7. HOURS OF ACTIVITY

Aircraft fueling, line services, and passenger, crew, and support amenities shall be continuously offered and available to meet the reasonable demands of the public for this Activity seven (7) days a week (including holidays), twenty-four (24) hours a day. With the prior written approval of the Authority, FBO may not require fueling/line service personnel to be on-site during the hours of 11:00 p.m. and 6:00 a.m. on legal government holidays, provided that such personnel and services are available after- hours, on-call, with a response time not to exceed one (1) hour.

Aircraft Maintenance and Aircraft recovery/removal services shall be continuously offered and available to meet reasonable demand of the public for this Activity no less than five (5) days a week, eight (8) hours a day. Aircraft Maintenance and Aircraft recovery/removal services and personnel shall be available after-hours, on-call, with a response time not to exceed two (2) hours.

The Authority reserves the right to require that facilities be open and staffed during other times based upon the public benefit and/or need.

8. AIRCRAFT AIRFRAME AND POWERPLANT MAINTENANCE

The FBO shall be certified as an FAA Repair Station under FAR Part 145, with at least one aircraft within the below categories on the Repair Station Certificate:

- FBO shall be able to provide Major Aircraft Maintenance service (as defined in FAR Part 43) on airframes, powerplants, and associated systems to aircraft up to Group II turboprop and turbojet Aircraft normally using the Airport.
- FBO shall be able to provide Aircraft Line Maintenance service for aircraft up to Group III turbojet Aircraft not exceeding 100,000 pounds maximum takeoff weight.

An FBO is permitted to subcontract the required Aircraft Maintenance service through a Subcontract and Sublease of its facilities to a qualified SASO with prior written Authority approval.

9. AIRCRAFT RECOVERY/REMOVAL

In order to maintain the operational readiness of the Airport, upon request from the Authority, the FBO shall respond to the Airport and promptly begin the steps necessary to remove disabled Aircraft (up to the largest Aircraft based or routinely serviced at the FBO) from the Airfield during the hours identified under item 7, Hours of Activity, of this Section Four.

10. EXPERIENCE

The Operator, or its key management personnel assigned to and working at the Airport, shall have adequate experience in operating a full-service FBO at another airport similar in levels and type of traffic as the Airport.

SECTION FIVE- SPECIALIZED AVIATION SERVICE OPERATORS (SASO)

1. DEFINITION

A Commercial Operator that provides any one or a combination of Aeronautical Activities. Examples of these services may include Aircraft charter; Aircraft rental; Flight training; Aircraft maintenance; Aircraft sales; Avionics, instrument, accessory or propeller services; Aircraft management; Commercial hangar rental; or other specialized commercial aeronautical flight support businesses. In addition to the General Requirements set forth in Section Three, each SASO shall comply with the following standards set forth in this Section Five.

2. FUEL

A SASO is not permitted to store fuel or dispense fuel on its Premises. However, with the prior written approval of the Authority, a SASO may contract with an FBO to install and operate self-service fueling facilities in an approved location on the Premises of a SASO, and an FBO may fuel aircraft with mobile refueling vehicles on the Premises.

A SASO is not permitted to provide, sell, or dispense aviation fuel to (or barter, trade, or exchange aviation fuel with) the public and/or any other Entity.

3. OTHER

An FBO may Subcontract Aircraft Airframe and Powerplant Maintenance services to a qualified SASO (i.e., a SASO can fulfill that mandatory requirement of an FBO) provided that the Subcontract and/or Sublease Agreement are approved in writing in advance by the Authority. SASOs must meet all applicable requirements for the Subcontracted operation. The FBO shall remain primarily responsible for any services performed by a subcontractor and the compliance by such subcontractor with these Minimum Standards. SASOs can Sublease space from an FBO in order to meet its Minimum Standards as long as the FBO meets the Premises requirement for both the FBO and SASO activity, and prior Authority approval is obtained in writing.

4. SUBLEASING

A SASO shall not sublease space to other Operators, nor shall it permit any Commercial Activities to be conducted on its Premises other than those specifically authorized in the Agreement with the Authority.

5. TEMPORARY SASO OPERATORS

On occasion, an Aircraft Operator may have need for specialized assistance with the maintenance of its Aircraft. When such assistance is not available at the Airport from an existing FBO or SASO, the Authority may allow an Aircraft Operator to solicit and utilize the services of a qualified Entity from off the Airport to provide those services.

If an Aircraft Operator needs such services, the Authority may issue a temporary, 30-day Permit to such an off-Airport Entity to engage in specialized services on the Airport. The Permit may be renewed if necessary until repairs are completed. Such Permit shall require evidence of proper insurance coverage, evidence of proper licenses and certificates, processing of TSA security clearances, etc.

6. MULTIPLE SERVICES

If a SASO desires to operate a combination of any two (2) or more Aeronautical Activities, it shall not be required to duplicate the requirements of the individual activities if the SASO's facilities are sufficient to safely meet both requirements. The Operator shall provide evidence of insurance coverage equal to the highest of the minimums set forth for the individual categories, but is not required to duplicate coverage.

AIRCRAFT CHARTER AND AIR TAXI OPERATOR (SASO)

1. DEFINITION

An Aircraft Charter and Air Taxi Operator is a Commercial Operator engaged in on-demand common carriage of persons or property (as defined in 14 CFR Part 135), or operates in private carriage under 14 CFR Part 125 with its own fleet of Aircraft. Aircraft Charter and Air Taxi Operators providing non-scheduled service to and from the Airport, but not based at the Airport, are exempt from these Minimum Standards. In addition to the General Requirements set forth in Section Three, each Aircraft Charter and Air Taxi Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Five.

2. PREMISES

AREA TYPE	MINIMUM SIZE
Leasehold Ground	32,670 SF (0.75 acre)
Hangar	5,000 SF
Aircraft Ramp/Apron	7,500 SF
Building/Facility	1,250 SF
Vehicle Parking	10 spaces or per city code

Building/Facility shall include an air conditioned customer area having adequate space for (or in the case of a sublease from an FBO, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and cargo/luggage storage.

Facility requirements can be met either through a sublease arrangement with an FBO, or by direct lease from the Authority.

3. LICENSES AND CERTIFICATION

Operator shall maintain appropriate FAA certification and approvals required to meet the standards set forth in this category including for Operator itself and any Aircraft or other equipment, and copies of such certification and approvals shall be provided to the Authority upon request. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for the Aircraft being flown.

4. PERSONNEL

Operator shall have in its employ and on duty during hours of Activity, properly trained, fully qualified, and certificated personnel (with licenses and/or ratings appropriate for the services being provided – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards set forth for this Activity in a courteous, prompt, and efficient manner and meet the reasonable demands of the public seeking such services, but never less than one (1) chief pilot or the minimum number of persons required to operate the Aircraft being flown, whichever is greater. Operator shall also have sufficient, qualified operating crews and customer service personnel to check-in and ticket passengers, handle luggage, and furnish or arrange ground transportation.

5. EQUIPMENT

Operator shall provide, either owned or under written lease and under the full and exclusive control of Operator the type, class, size and number of Aircraft intended to be used by Operator, but not less than one (1) certified and continuously airworthy multi-engine, or single-engine turbine-

powered, Aircraft which must meet the requirements of the FAA certificate held by Operator. Aircraft shall be certified for and capable of use under instrument meteorological conditions.

6. HOURS OF ACTIVITY

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week. Operator shall provide reasonable after-hours, on-call, response time to customer inquiries.

COMMERCIAL HANGAR OPERATOR (SASO)

1. DEFINITION

A Commercial Hangar Operator (CHO) is a Commercial Operator that develops hangar facilities for the sole purpose of furnishing to the public Aircraft storage hangar facilities on a long-term sublease basis (i.e., one year or longer). No hangar sales or condominium ownership is permitted. A CHO may build bay-style community hangars, individual hangars, Box hangars, T-Hangars, or any combination or type as approved by the Authority. In addition to the General Requirements set forth in Section Three, each Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Five.

A Commercial Hangar Operator shall not offer fueling services to its tenants, the public, or to any other Airport users. Cooperative (CO-OP) fueling organizations, or delivery of fuel to Aircraft by off-Airport suppliers or providers, shall not be permitted. With the prior written approval of the Authority and pursuant to a written agreement between the CHO and an FBO, self-service fueling facilities may be installed and operated by an FBO in an approved location on the Premises of a Commercial Hangar Operator.

2. PREMISES

AREA TYPE	MINIMUM SIZE
Leasehold Ground	43,560 SF (1 acre)
Hangar (bay style)	10,000 SF
T-Hangar	10,000 SF
Box Hangar	4,500 SF
Individual Hangar	2,000 SF
Aircraft Ramp/Apron	1.0 times largest hangar
Customer/tenant Area	450 SF

Building/Facility shall include an air conditioned customer/tenant area having adequate space for customer lounge with restrooms, and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

Bay hangars will allow multiple tenants and Aircraft to occupy the same hangar floor space. Individual hangars are intended for single users. Box hangars may be constructed so as to provide separate spaces for multiple tenants, with no space being less than approximately 1,500 square feet. T-Hangar buildings shall be no smaller than approximately 10,000 square feet, and shall provide space for individual units of no less than approximately 750 square feet each. Size minimums for each type of hangar are approximate, and will be considered on a case-by-case basis as proposed by the Operator.

Minimum leasehold size is also approximate, and actual approved size will depend upon the type, combination and positioning of hangar(s) proposed by the Operator.

3. SPECIFIC CONDITIONS FOR USE

- No transient, guest, or overnight Aircraft storage is permitted. Only long-term leasing (one year or longer) of hangars is allowed.

- Commercial Activities or services (such as flight schools, aircraft charter or air taxi, aircraft maintenance, aircraft sales, or any other SASO Activity where the general public could be invited into the Premises) may be permitted if the proposed Commercial Activity will meet all requirements (including minimum space) of these Minimum Standards, appropriate space is available, proper parking is constructed, and security/access controls are established. Any sublease to a Commercial Operator shall have the prior written approval of the Authority, and that Operator shall obtain a Permit from the Authority to conduct its business.

- The CHO shall not engage in any fueling activities or services. Dispensing of fuel to tenants, the public, or any other Airport user shall not be permitted on the Premises of a Commercial Hangar Operator, except when conducted by an FBO.

- If Aircraft maintenance takes place on the Premises, painting, welding, and any type of hazardous materials storage or operation shall not be permitted unless the facilities are constructed in accordance with applicable codes and Regulatory Measures.

- Storage of non-Aircraft items (e.g., boats or other watercraft, snowmobiles, recreational vehicles, household goods, office equipment, etc.) is not permitted.

- A Non-Commercial Private Hangar Operator, or an Entity which operates Aircraft for its private and non-revenue-producing purposes, shall not be permitted to be a Commercial Hangar Operator.

- Any sub-subleases of hangar spaces require the prior written approval of the Director.

- Operator shall maintain at all times a current list of tenants, and shall provide it to Director upon request.

4. HOURS OF ACTIVITY

Facilities shall be available to customers seven days a week (including holidays), 24 hours a day.

AIRCRAFT MAINTENANCE OPERATOR (SASO)

1. DEFINITION

An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Airframe and Powerplant Repair and Maintenance to the public, and includes the sale of Aircraft parts and accessories. In addition to the General Requirements set forth in Section Three, each Aircraft Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

2. PREMISES

AREA TYPE	MINIMUM SIZE
Leasehold Ground	43,560 SF (one acre)
Hangar	10,000 SF
Aircraft Ramp/Apron	15,000 SF
Shops and Storage	1,000 SF
Customer and Administrative Area	600 SF
Vehicle Parking	15 spaces or per city code

Minimum facility requirements can be met either through a Sublease from an FBO, or by direct lease with the Authority.

Building/Facility shall include a customer area having adequate space for (or in the case of a Sublease, immediate access to) air conditioned customer lounge, public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for employee work areas, shop areas, and storage for parts and equipment.

Ramp shall include sufficient space for paved parking for Aircraft not in service and/or waiting for service.

3. AIRCRAFT PAINTING

For paint, varnish or lacquer spraying and removal operations, the arrangement, construction, ventilation, and protection of spraying booths, and the storage and disposal of materials, shall be in accordance with federal, state and locally recognized fire prevention and environmental standards.

4. LICENSES AND CERTIFICATION

Operator shall hold the appropriate FAA Part 145 Repair Station certificate, with ratings equal to the work being performed. In the case of a new operation, Operator must acquire all applicable Repair Station certifications within six (6) months of operation initiation. However, should the Operator be unable to obtain Part 145 certification within this time period due to factors beyond its control, and a good faith effort can be demonstrated, the Authority may reasonably extend the deadline for compliance.

5. PERSONNEL

Operator shall have in its employ and on duty during hours of Activity, properly trained, fully qualified, and certificated personnel (with licenses and/or ratings appropriate to the services being performed – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards for this Activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one

(1) FAA certificated A&P mechanic. Operator shall also have a person with an FAA Inspection Authorization (IA) certificate available who can supervise and inspect the work for which the Repair Station is rated.

6. EQUIPMENT

Operator shall provide sufficient tools, equipment, supplies and parts required for certification by FAA as an approved Repair Station and to meet customer demand.

7. HOURS OF ACTIVITY

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week and available after hours, on-call, with a response time not to exceed two (2) hours.

AVIONICS, INSTRUMENT, ACCESSORY AND/OR PROPELLER MAINTENANCE OPERATOR (SASO)

1. DEFINITION

An Avionics, Instrument, Accessory and/or Propeller Maintenance Operator is a Commercial Operator engaged in the business of maintenance, alteration, or sale of one or more of the items described in 14 CFR Part 43, Appendix A (e.g., Aircraft radios, electrical systems, instruments, or propellers). In addition to the General Requirements set forth in Section Three, each Avionics or Instrument Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

2. PREMISES

FOR OPERATORS PERFORMING WORK BEYOND BENCHWORK (REMOVAL AND REPLACEMENT OF PARTS FROM AIRCRAFT)

AREA TYPE	MINIMUM SIZE
Leasehold Ground	43,560 SF (one acre)
Hangar	10,000 SF
Aircraft Ramp/Apron	15,000 SF
Maintenance Area, Shops & Parts Storage	1,500 SF
Customer and Administrative Area	600 SF
Vehicle Parking	15 spaces, or per city code

Facility requirements may be met by a Sublease from an FBO, or by direct lease with the Authority.

For Operators performing only benchwork repairs, facility requirements shall be as needed to meet the demands of the service work being performed.

Building/Facility shall include a customer area having adequate space for (or in the case of a Sublease, immediate access to) air conditioned customer lounge, public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for employee work areas, shop areas, and storage for parts and equipment.

3. LICENSES AND CERTIFICATION

Operator shall hold the FCC and FAA Repair Station certificates appropriate for the types of equipment it plans to service and/or install. In the case of avionics repair, the ratings shall be, at a minimum, for Class I and Class II repairs. In the case of a new operation, Operator must acquire all applicable Repair Station certifications within six (6) months of operation initiation.

4. PERSONNEL

Operator shall have in its employ and on duty during hours of Activity, properly trained, fully qualified, and certificated personnel (with licenses and/or ratings appropriate for the work being performed – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards set forth in this Activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one (1) person.

5. EQUIPMENT

Operator shall provide sufficient tools, equipment, supplies, and access to (availability of) parts to equivalent to that required for certification by FAA as an approved repair station.

6. HOURS OF ACTIVITY

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.) - five (5) days a week and available after hours, on call.

AIRCRAFT RENTAL AND/OR FLIGHT TRAINING OPERATOR (SASO)

1. DEFINITION

An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the public to include any necessary competency checks, check rides and/or transition training associated with Aircraft Rental Activities. In addition to the General Requirements set forth in Section Three, each Aircraft Rental Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Five.

A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the public including flight training using fixed and/or rotary wing Aircraft and providing such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilot certificate(s) and rating(s) involved. In addition to private pilot and commercial pilot license and instrument rating training, Operator provides recurrent training (e.g. biennial flight review, instrument competency check, etc.).

In addition to the General Requirements set forth in Section Three, each Flight Training Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

2. PREMISES

AREA TYPE	MINIMUM SIZE
Leasehold Ground	21,780 SF (one-half acre)
Hangar	5,000 SF
Aircraft Ramp/Apron	7,500 SF
Classroom, Administrative & Customer Area	2,000 SF
Vehicle Parking	10 spaces, or per city code

Facility requirements can be met either through a Sublease from an FBO, or by a direct lease with the Authority.

Building/Facility shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) classrooms, customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

3. LICENSES AND CERTIFICATION

Operator shall meet and maintain all applicable requirements for the services offered. Personnel shall be properly certified by the FAA, current, and hold the appropriate ratings and medical certification in the Aircraft being flown.

4. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate to the services being performed– and current in the function/position for which they are employed and working) in such number as are required to meet the standards for this Activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one (1) Certified Flight Instructor. In addition to being properly certified by the FAA and being able to provide the type of flight training offered, flight instructors shall be able to provide competency flight checks for all Aircraft available for rental.

5. EQUIPMENT

Operator shall have an adequate number of aircraft available, either owned or under written lease, to meet the customer demand for its services, but never less than at least two (2) properly certified and continuously airworthy single engine Aircraft, one of which shall be equipped for flight in instrument conditions.

Flight Training Operators shall provide, at a minimum, adequate classroom facilities, mock-ups, audio-video materials, or other training aids necessary to provide proper and effective ground school instruction.

6. HOURS OF ACTIVITY

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.), five (5) days a week. After-hours service should be available as customer needs dictate.

7. INDEPENDENT FLIGHT INSTRUCTORS

A person holding a current FAA flight instructor's certificate, who gives flight instruction to an owner of an Aircraft in the owner's Aircraft, shall not be deemed a Commercial Activity and is exempt from these Minimum Standards. However, should such an individual wish to obtain an Airport ID badge for unescorted access to the General Aviation ramp, then that person must obtain a Permit from the Authority. The Permit shall require:

- Proof of FAA licenses and certificates
- Proof of liability insurance coverage
- Successful clearance by the TSA of a security background investigation and threat assessment

Ground school briefing/debriefing may be provided off-Airport or on the Airport in space subleased from, or authorized by, an FBO, but such instruction shall not be conducted in public areas of the Airport.

AIRCRAFT SALES OPERATOR (SASO)

1. DEFINITION

An Aircraft Sales Operator is a Commercial Operator engaged in the sale of new and/or used Aircraft. In addition to the General Requirements set forth in Section Three, each Aircraft Sales Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Five.

New Aircraft Sales: Operator may engage in the sale of new Aircraft through franchises or licensed dealerships (if required by local, county or state authority) or distributorship (either on a retail or wholesale basis) of an Aircraft manufacturer; and provide such repair, services, and parts as necessary to meet any guarantee or warranty of Aircraft sold.

Used Aircraft Sales: Operator may engage in the purchase and/or sale of used Aircraft accomplished through various methods including Aircraft brokering, assisting a customer in the purchase or sale of an Aircraft, or purchasing used Aircraft and marketing them to potential purchasers.

Operator shall provide necessary and satisfactory arrangements for repair and servicing of Aircraft, for the duration of any sales guarantee or warranty period. Operator shall have a representative example of the product available for demonstration.

2. PREMISES

Operator shall have adequate facilities to meet its customer demand with sufficient space for:

- Aircraft ramp to accommodate its inventory of Aircraft
- Air conditioned space for salesroom, offices, restrooms and other customer needs
- Hangar, shop and parts storage space if providing warranty maintenance and service

Operator may provide facilities using a Sublease from an FBO, or by direct lease from the Authority.

Building/Facility shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

3. LICENSES AND CERTIFICATIONS

Operator shall maintain all applicable licenses, certifications and ratings. Personnel shall be properly certified by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all Aircraft being offered for sale.

4. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate to the services being performed – and current in the function/position for which they are employed and working) in such number as are required to meet the standards for this Activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one (1) commercial pilot.

5. EQUIPMENT

Operator shall have access to an inventory of spare parts for the type of new Aircraft for which sales privileges are granted.

6. HOURS OF ACTIVITY

Operator shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week.

AIRCRAFT MANAGEMENT OPERATOR (SASO)

1. DEFINITION

An Aircraft Management Operator is a Commercial Operator engaged in the business of providing Aircraft management services to the public for Aircraft not owned by the Operator including, but not limited to, flight scheduling and dispatching, provision of flight crew (pilot) services, and/or coordinating Aircraft fueling, line services, ground handling, maintenance, and storage.

2. PREMISES

AREA TYPE	MINIMUM SIZE
Leasehold Ground	32,670 SF (0.75 acre)
Hangar	5,000 SF
Aircraft Ramp/Apron	7,500 SF
Building/Facility	1,250 SF
Vehicle Parking	10 spaces, or per city code

Building/Facility shall include a customer area having adequate space for, or in the case of a Sublease, immediate access to customer lounge, public use telephone, restrooms, and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

Premise requirements may be met directly via a lease agreement with the Authority, or indirectly via an approved Sublease with an FBO. Further, Premise requirements may be met through using the facilities of the Operator's customer(s) (Aircraft Owner) who have based Aircraft at the Airport, and who may have their own Non-Commercial Private Hangar.

3. LICENSES AND CERTIFICATION

Operator shall maintain the appropriate FAA certification and approvals required to meet the standards set forth in this category including Operator itself and for any Aircraft or other equipment. Personnel shall be properly certified by the FAA, current, and hold the appropriate ratings and medical certification in the Aircraft being flown.

4. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, qualified, and certified personnel (with licenses and/or ratings appropriate for the services being provided – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards set forth for this Activity in a courteous, prompt, and efficient manner and meet the reasonable demands of the public seeking such services, but never less than the minimum number of persons required to operate Owner's Aircraft.

5. EQUIPMENT

Aircraft under management may be owned or leased by a single Entity or multiple entities (including fractional ownership, provided such ownership structure is in compliance with all applicable Regulatory Measures). A major shareholder, partner, member or Owner of the Aircraft under management may also utilize the Aircraft.

6. HOURS OF ACTIVITY

Operator shall be available to meet the reasonable demands of its customers.

SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

1. DEFINITION

A Specialized Commercial Aeronautical Operator is a Commercial Operator (SASO) engaged in providing: (1) limited Aircraft services and support, (2) miscellaneous commercial services and support, or (3) limited air transportation services for hire. In addition to the General Requirements set forth in Section Three, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

2. SCOPE OF ACTIVITIES

Activities may include, but are not limited to:

a. Sightseeing flights that begin and end at ICT; or
b. Crop-dusting, seeding, spraying; or
c. Banner towing and/or aerial advertising; or
d. Aerial photography and/or survey; or
e. Power line and/or pipeline patrol; or
f. Aerial firefighting; or
g. Aircraft cleaning and detailing; or
h. Air ambulance; or
i. Aircraft painting, upholstery, or interior shops; or
j. Flight simulator training or ground schools; or
k. Aircraft restoration or refurbishment shops; or
l. Any other operations specifically excluded from 14 CFR Part 135.

3. PREMISES

Operator shall have sufficient facilities to meet its customer demand. Building/Facility shall include a customer area having adequate space for, or in the case of a Sublease from an FBO, immediate access to customer lounge, public use telephone, restrooms, and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

Premise requirements may be met directly via a lease agreement with the Authority, or indirectly via an approved Sublease with an FBO.

4. LICENSES AND CERTIFICATIONS

Operator shall have all licenses and certificates that are required to conduct the Activity.

5. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, qualified, and certified personnel (with licenses and/or ratings appropriate for the services being provided or Activities being conducted – and current in the function/position for which they are employed and working) in such numbers as are required to meet the reasonable demands of the public seeking such services in a courteous, prompt and efficient manner.

6. EQUIPMENT

Operator shall have, either owned or under written lease to Operator, sufficient Vehicles, Equipment, and, if appropriate to the specific Activity, continuously airworthy Aircraft. Operator shall have sufficient supplies and parts available to support the Activity.

7. HOURS OF ACTIVITY

Operator shall be open and services shall be available during hours required to meet the demand for its services.

SECTION SIX- NON-COMMERCIAL OPERATORS

NON-COMMERCIAL PRIVATE HANGAR OPERATOR

1. DEFINITION AND PURPOSE

A Non-Commercial Private Hangar Operator is an Entity that develops, constructs, and/or leases one or more hangar structures for the sole purpose of storing its own Aircraft which are used and operated for Private Non-Commercial purposes only. In addition to the General Requirements set forth in Section Three, each Non-Commercial Private Hangar Operator at the Airport shall comply with the following minimum standards set forth in this Section Six.

Operator shall only use the Premises for Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator for Private Non-Commercial purposes.

No Commercial Activity of any kind shall be permitted on or from the Premises. No aeronautical services of any kind except operation and servicing of its own aircraft shall be permitted on the Premises. Hangar, office, shop or ramp space shall not be shared, subleased, or used by anyone other than the Lessee of the Premises. Operator shall not sell, barter, trade, or exchange any aeronautical goods and services with any other Entity. Operator shall not participate in any cooperative Aeronautical Activities with any other Entity, and shall not engage in any joint activities or share any resources with any other Entity or person.

Operator shall use the leased Premises solely for storage, maintenance and servicing of its own Aircraft. Operator may store, fuel, maintain, repair, adjust, clean, and otherwise service its own Aircraft (as defined in this section) in accordance with all applicable Regulatory Measures provided the Operator does so with Operator's own Employees, vehicles, equipment, and resources.

Operator shall not sell, barter, trade, share, sublease or in any other manner provide hangar space or services to any other Airport Operator or tenant, business, or user, or to any other Aircraft except those Aircraft owned or leased for the exclusive use of the Operator designated in the lease agreement with the Authority.

2. PREMISES

AREA TYPE	MINIMUM SIZE
Leasehold Ground	43,560 SF (one acre)
Hangar	10,000 SF
Aircraft Ramp/Apron	10,000 SF
Vehicle parking (on leasehold)	15 spaces, or per city code if greater
Fuel storage capacity	10,000 gallons for each grade of fuel used

The leasehold shall contain not less than the square footage of land as shown above in order to provide adequate space for all buildings; paved Aircraft parking apron; on-site paved automobile parking as required by city codes; vehicular driveways and service access ways; any required minimum building setbacks from edges of the leasehold; and any required stormwater detention or treatment areas. If the Operator desires to construct its own aviation fuel farm facility, such facility shall be located within the leasehold area, or in an off-leasehold area designated by the Authority, subject to applicable building and fire codes. In addition to the minimum leasehold requirement for hangar facilities, the Operator shall provide at its own expense, paved taxiway access to the Airport's existing taxiway system. All Aircraft pavement provided by Operator shall be designed and constructed in full conformance with applicable Authority and FAA standards for the largest type of Aircraft expected to use the Premises.

3. FUEL FACILITIES AND EQUIPMENT

If self-service fueling facilities are desired, Operator shall construct and maintain on the leasehold Premises (or other location designated by the Authority) its fuel facilities at its own expense. Operator shall conduct self-fueling operations in compliance with all applicable Federal, State, local and fueling industry laws, ordinances, standards and regulations, as well as Airport Rules and Regulation and Standard Operating Procedures. Operator shall obtain and maintain a Non-Commercial Airport Fueling Permit from the Authority.

Fuel farm facilities shall be installed with above-ground storage tanks containing a minimum of 10,000 gallons capacity each for FAA-approved turbine aviation fuels and/or aviation gasoline as anticipated to be used by the Operator, along with properly metered and filtered fixed dispensers. No mobile fuel dispensing equipment shall be permitted, unless the approved fuel farm is located off the leased Premises.

Alternatively, an Operator may choose to contract with an FBO to install and operate self-service fuel facilities on its Premises with the prior written approval of the Authority.

4. SPECIFIC CONDITIONS FOR USE OF PREMISES

- Only one (1) tenant shall be permitted to lease, use and occupy a hangar and its facilities. The hangar and all facilities shall be leased by a single Entity and all Aircraft serviced, stored in, or operating out of, hangar must be owned and/or leased and under the full and exclusive control of the same Entity or its corporate affiliates or subsidiaries.

- No subleasing or sharing of hangar, office, shop, fueling equipment, or ramp space shall be permitted.

- No condominium, association, club, or cooperative ventures shall be permitted.

- Aircraft based and serviced upon the Premises shall be directly and wholly owned by, or exclusively leased in writing for a minimum period of six (6) months to the Operator. If Aircraft is leased, Operator shall, upon request, provide the Director with a copy of the Aircraft lease. The Director will determine if an Aircraft lease is commercially reasonable.

- All maintenance, fueling, and service work conducted on the Premises and performed on the Operator's Aircraft shall be performed only by employees of the Operator, or by any FBO or SASO based upon the Airport. Painting, welding, and any type of hazardous materials storage or operation shall not be permitted, unless the facilities are constructed in accordance with applicable codes and Regulatory Measures. Specialized Aircraft maintenance services may be conducted in accordance with these Minimum Standards in cases where such services are not offered by an FBO or SASO on the Airport, and an outside contractor must be utilized on a temporary basis and it obtains a Permit from the Authority.

- A Non-Commercial Private Hangar Operator must be an Entity, person, individual, firm, company, corporation, partnership or a joint venture which has substance under State Law and a specific legal identity and corporate purpose as registered with the Secretary of State in the Operator's state of corporate residence. Said corporate purposes shall not in any way, shape, or form be related to the commercial use or operation of Aircraft to the public for hire.

- Operator shall not sell, barter, trade, share, exchange, or otherwise dispense fuels to any Aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Operator. Joint or co-operative fueling (co-op fueling) is prohibited. Any of the above activities shall be grounds for immediate revocation of fueling privileges by the Director.

- No Commercial Activities or services of any kind (such as flight schools, aircraft charter or air taxi, aircraft maintenance, aircraft sales, or any other SASO Activity where the general public could be invited into the Premises) shall be permitted on or from the Premises. Operator shall not engage in any activities reserved to Fixed Base Operators or other Commercial Operators (SASOs). Commercial activity is herein defined as the operation of any business for the exchange, trading, buying, hiring, selling or bartering of any commodities, goods, services or property of any kind or any other revenue-producing activity, whether or not a profit is produced.

NON-COMMERCIAL FRACTIONAL PRIVATE HANGAR (FHO) OPERATOR

1. DEFINITION

A Non-Commercial Fractional Private Hangar Operator (FHO) is a Non-Commercial Operator that develops, constructs and operates shared ownership private hangar facilities for the sole purpose of storing Operator's Aircraft which will be used and operated for Non-Commercial purposes. In this Section, "Operator" refers to the Entity holding the lease agreement with the Authority, and/or to its individual owners. In addition to the General Requirements set forth in Section Three, each Fractional Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Six.

A Non-Commercial Fractional Private Hangar Operator may offer hangar storage and/or fueling services on its Premises only to the owners of a unit in a fractionally-owned hangar, provided (i) that if the owner is an individual, the identity of any of the owners of a fractional interest in a Hangar shall be identical to the identity of the owners of the Aircraft receiving hangar storage and/or fueling services; or (ii) if the owner is an Entity (whether a corporation, partnership, limited liability partnership, limited liability corporation) of a fractional interest in a Hangar, then the stockholder, members, or partners within such entity shall be the same, both in ownership percentage interest and identity as the stockholder, members or partners of the Entity which owns the Aircraft receiving hangar storage and/or fueling services. A Non-Commercial Fractional Hangar Operator shall not offer hangar storage and/or fueling services contrary to these provisions, or to the public, or to any other Airport users. Under no circumstances may an Aircraft be fueled by the FHO or stored on the Premises if the Aircraft is not owned or exclusively leased by the Operator, or an individual or Entity which is an owner of a fractional interest in the Hangar.

2. PREMISES

AREA TYPE	MINIMUM SIZE
Leasehold Ground	43,560 SF (1 acre)
Hangar	12,000 SF
Aircraft Ramp/Apron	12,000 SF
Vehicle Parking	15 spaces, or per city code if greater
Fuel storage capacity	10,000 gallons for each grade of fuel used

Fractionally-owned Hangars may be subdivided into units of no less than 1,500 SF each of Hangar floor space for the purpose of creating condominium leasehold spaces for multiple owners. Owners shall purchase space equal, at a minimum, to the size of aircraft based at the facility, but no less than 1,500 SF. Only Aircraft based at the facility shall be allowed to utilize on-site self-service fueling facilities, if any.

There shall be a maximum of one (1) owner per ownership unit. There shall be no further splitting or division of any ownership interest in a unit by the owner thereof, or assignment of any part of an ownership interest in the unit by the owner thereof.

The leasehold shall contain not less than the square footage of land as shown above in order to provide adequate space for all buildings; paved Aircraft parking apron; on-site paved automobile parking as required by city codes; vehicular driveways and service access ways; any required minimum building setbacks from edges of the leasehold; and any required stormwater detention or

treatment areas. If the Operator desires to construct its own aviation fuel farm facility, such facility shall be located within the leasehold area, or in an off-leasehold area designated by the Authority, subject to applicable building and fire codes. In addition to the minimum leasehold requirement for hangar facilities, the Operator shall provide at its own expense, paved taxiway access to the Airport's existing taxiway system. All Aircraft pavement provided by Operator shall be designed and constructed in full conformance with applicable Authority and FAA standards for the largest type of Aircraft expected to use the Premises.

3. SPECIFIC CONDITIONS FOR USE OF PREMISES

- Only Aircraft which are owned or exclusively leased and operated by owners of the FHO for Private Non-Commercial purposes may utilize the Premises or fueling facilities.

- Storage, maintenance, or fueling of Aircraft not owned or exclusively leased by owners of the Operator shall not be permitted. Aircraft of guests of Operator may temporarily park on the Premises, but no overnight storage or fueling shall be permitted.

- No Commercial Activities or services of any kind (such as flight schools, aircraft charter or air taxi, aircraft maintenance, aircraft sales, or any other SASO Activity where the general public could be invited into the Premises) shall be permitted on or from the Premises. Operator shall not engage in any activities reserved to Fixed Base Operators or other Commercial Operators (SASOs). Commercial activity is herein defined as the operation of any business for the exchange, trading, buying, hiring, selling or bartering of any commodities, goods, services or property of any kind or any other revenue-producing activity, whether or not a profit is produced.

- No long-term storage of non-Aircraft items (e.g., boats or other watercraft, snowmobiles, recreational vehicles, household goods, office equipment, etc.) is permitted.

- Operator shall not sell, barter, trade, share, exchange, sublease or in any other manner provide hangar or ramp space, office space, shop space, or services to any other Airport tenant, business, or user, or to any other Aircraft except those Aircraft owned or leased by (under the full and exclusive control) the Operator or its owners.

- Operator shall not sell, barter, trade, share, exchange, or otherwise dispense fuels to any Aircraft that are not owned by, or leased by (under the full and exclusive control) the Operator or its owners. Any such activities shall be grounds for immediate revocation of fueling privileges by the Director.

- Operator shall use the leased Premises solely for storage, maintenance and servicing of its own Aircraft. Operator may store, fuel, maintain, repair, adjust, clean, and otherwise service its own Aircraft in accordance with all applicable Regulatory Measures provided the Operator does so with Operator’s own Employees, vehicles, equipment, and resources.

- Aircraft based and serviced upon the Premises shall be owned by Operator, or any of Operator’s owners, or exclusively leased in writing by Operator or its owners for a minimum period of six (6) months. If Aircraft is leased, Operator shall, upon request, provide the Director with a copy of the Aircraft lease. The Director will determine if an Aircraft lease is commercially reasonable.

- All maintenance, fueling, and service work conducted on the Premises and performed on the Operator's Aircraft shall be performed only by employees of the Operator or its individual owners, or by any FBO or SASO based upon the Airport. Painting, welding, and any type of hazardous materials storage or operation shall not be permitted, unless the facilities are constructed in accordance with applicable codes and Regulatory Measures. Specialized Aircraft maintenance services may be conducted in accordance with these Minimum Standards in cases where such services are not offered by an FBO or SASO on the Airport, and an outside contractor must be utilized on a temporary basis and it obtains a Permit from the Authority.

- A Non-Commercial Fractional Private Hangar Operator must be an Entity, person, individual, firm, company, corporation, partnership or a joint venture which has substance under State Law and a specific legal identity and corporate purpose as registered with the Secretary of State in the Operator's state of corporate residence. Said corporate purposes shall not in any way, shape, or form be related to the commercial use or operation of Aircraft to the public for hire.

- A Non-Commercial Fractional Private Hangar Operator shall not utilize or cause the Premises to be used for speculative development. All owners of the Operator shall be declared to the Authority at the time the Application for Lease Agreement is submitted. However, individual ownership interests may be sold after the initial period of beneficial occupancy, and such new owners shall be declared to the Authority. Each owner shall be required to demonstrate ownership as requested by the Authority from time to time.

4. FUEL FACILITIES AND EQUIPMENT

If self-service fueling facilities are desired by Operator, Operator shall construct and maintain on the leasehold Premises (or other location designated by Authority) its fuel facilities at its own expense. Operator shall conduct self-fueling operations in compliance with all applicable Federal, State, local and fueling industry laws, ordinances, standards and regulations, as well as Airport Rules and Regulations and Standard Operating Procedures. Operator shall obtain and maintain a Non-Commercial Airport Fueling Permit from the Authority.

Fuel farm facilities shall be installed with above-ground storage tanks containing a minimum of 10,000 gallons of capacity each for FAA-approved turbine aviation fuel and/or aviation gasoline, as dictated by the anticipated needs of Operator, along with properly metered and filtered fixed dispensers. No mobile fuel dispensing equipment shall be permitted, unless the approved fuel farm is located off the leased Premises.

Alternatively, an Operator may choose to have an FBO install and operate self-service fueling facilities on its Premises with the prior written approval of the Authority.

NON-COMMERCIAL PRIVATE FLYING CLUBS

A Non-Commercial Private Flying Club is an Entity that is legally formed as a non-profit Entity within the State of Kansas, operates on a non-profit basis so as not to receive revenues greater than the costs to operate, maintain, acquire and/or replace club Aircraft. Such club restricts membership from the general public and does not advertise it availability.

A Private Flying Club desiring to base Aircraft and operate at the Airport must comply with the applicable provisions of this section of the Minimum Standards and all other applicable Regulatory Measures including Airport Rules and Regulations. A Private Flying Club shall not be required to meet the minimum standards for Aircraft Rental or Flight Training Operators.

Each member must have an ownership interest in the club.

No member of a Private Flying Club shall receive compensation (be paid) for services provided to the Private Flying Club or its members unless such member is an authorized Commercial Operator (i.e., FBO or SASO). Flight instructors who are club members may be compensated for flight instruction provided to club members. Only members of the club may perform flight instruction to club members in club aircraft.

No member shall use Private Flying Club Aircraft in exchange for compensation (payment). This does not include reimbursement for expenses associated with the use of Private Flying Club Aircraft.

The ownership of the Aircraft shall be vested in the name of the Private Flying Club or owned in equal shares by all of its members. The property rights of the members of the Private Flying Club shall be equal and any part of the net earnings of the Private Flying Club to be distributed to the members shall be in equal shares to all members. The Private Flying Club shall not derive greater revenue from the use of its Aircraft than the amount necessary for its actual operation, maintenance, and replacement or upgrade of its Aircraft. Private flying club Aircraft shall not be used for rental to non-members, or by anyone for charter or lease.

Private Flying Clubs may not offer any commercial services, and may not offer or conduct charter, air taxi or Aircraft rental operations. They may not conduct Aircraft flight instruction except to club members, and only members of the Private Flying Club may operate the Aircraft (including flight instructors), except for ferrying operations or maintenance flight checks. Any qualified mechanic who is a registered member and part Owner of the Aircraft owned and operated by a Private Flying Club shall not be restricted from doing maintenance work on Aircraft owned by the Private Flying Club.

The Private Flying Club shall register with the Department and upon request, furnish the Department with a copy of its charter and bylaws, articles of incorporation, partnership or membership agreement(s), and/or other documentation supporting its existence; a roster, or a list of officers and directors (to be revised on an annual basis); number and type of Aircraft; evidence that ownership is vested in the Private Flying Club; and the operating rules of the Private Flying Club. The books and other records of the Private Flying Club shall be available for review at any reasonable time by the Department or an authorized agent.

SECTION SEVEN - OPERATORS SERVING ONLY AIRLINES

GROUND SERVICE EQUIPMENT (GSE) MAINTENANCE OPERATOR

STATEMENT OF CONCEPT

This Specialized Aeronautical Service Operator maintains Aircraft ground support equipment for Air Carriers. This category includes GSE rental services to airlines and other specialized maintenance services such as contract maintenance support for ramp equipment, baggage systems and passenger loading bridges. Any vehicle maintenance work shall be performed in properly equipped shops with trained mechanics, and in accordance with Authority Standard Operating Procedures and Rules and Regulations.

MINIMUM STANDARDS

1. FACILITIES

a. The facility shall be structurally suitable and code compliant with appropriate fire separation per current City Fire and Building Code for occupancy and use.

b. Fire protection and detection equipment shall be installed and maintained in good working order and shall be inspected and tested in compliance with applicable codes.

c. All floor drains shall be equipped with an oil/water separator maintained according to City Ordinance. The GSE Operator is required to protect any oil/water separator equipped floor drains to minimize any contaminants from entering the wastewater system.

d. Any welding, cutting, or other “hot work” shall be done only in those areas approved by the Authority. These areas must be kept free of all combustibles. All equipment shall be in good working order and approved fire extinguishers shall be available in accordance with Fire Code.

e. Generally, all maintenance activities shall be done within the facility. Any large equipment that cannot fit into the facility, such as large fuel tankers or pushback tugs, may have periodic light maintenance work done elsewhere on the leased Premises provided all appropriate safety measures and spill containment requirements are met. Any maintenance, except for emergency maintenance, on a terminal gate is strictly prohibited.

   Any emergency maintenance in the terminal areas should be coordinated through Airport Operations on a case-by-case basis. Maintenance that is strictly forbidden in a gate area includes: any oil and filter changes, welding, and other hazardous operations.

f. Any vehicle washing shall be done in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP) for the facility and best management practices (BMP), as directed by the Authority’s Environmental Division.

g. All GSE facilities shall comply with WAA policies, local, state, and federal law. If there is a conflict between the WAA policy and the City Code, the City Code shall prevail.

h. Painting – Vehicle touch up painting, within the limits defined by EPA, is allowed provided it meets all other criteria. Painting of entire vehicles will only be allowed in a properly designed and ventilated paint booth.

i. Vehicle Parking – All vehicles shall be parked in an orderly fashion in properly marked and designated areas.

2. EQUIPMENT

a. The Operator shall have the usual and typical equipment and trade fixtures, either owned or leased, for providing the services necessary to the Operator.

b. Any GSE Operator needing to store equipment shall do so either on their leased Premises or off-premise on Authority-owned apron. The GSE Operator shall be required to enter into a lease for the off-premise storage area with the Authority.

c. Disabled Equipment – The GSE Operator shall have the means to remove disabled equipment from the operational areas of the airport within the times set below:

i. Ramp or Gate Areas – Any disabled equipment shall immediately be removed from the area.

ii. Service Roads – Disabled equipment shall be removed within 30 minutes. The GSE Operator may elect to do this with their own equipment or they can satisfy this requirement with a contract with a towing firm that can respond within the specified times.

d. Unserviceable equipment storage is not allowed and shall be removed from the Premises within 30 days. Equipment waiting on parts shall also be repaired within 30 days or be removed off-site for storage.

3. HOURS OF OPERATION

This Operator shall have services available as required by the customer.

4. PERSONNEL AND TRAINING

a. The Operator shall have at least one supervisor on duty at all times.

b. Employees shall be trained on a regular basis on the operation of fire protection equipment and emergency procedures.

c. An authorized employee or other designated properly trained person shall make a daily inspection of the facility and shall be responsible for the prompt removal or repair of any hazardous condition, including proper maintenance and safety devices and the immediate removal or proper storage of accumulations of combustible materials.

d. All employees will be trained on proper procedures for handling and cleaning up any hazardous wastes.

5. INSPECTION

The facility may be inspected at any time for compliance to this standard or any other applicable codes by the Authority or other code compliance entities.

6. PERMIT AGREEMENT

a. The Operator must have a fully executed and approved Permit Agreement with the Authority.

b. Each Operator shall provide the Authority with a signed copy of all written agreements or contracts with customers at the Airport.

7. DEFINITIONS

a. Major Repairs: fluids and filter changes, lubrication, inspection, and similar minor automotive maintenance work.

Examples of minor repairs would be:
• Engine tune-ups
• Brake system repairs
• Small component change outs
• Tire repair and rotations
• Paint touch up

b. Major Repairs: work that would require specialized training and tools to perform.

Examples of major repairs would be:
• Engine Overhauls
• Repairs that would require draining or removing the fuel tank or opening the fuel system.
• Welding or other “Hot” work.
• Body and fender work
• Any painting in excess of the maximum allowed by EPA

AIR CARRIER LINE MAINTENANCE OPERATOR

STATEMENT OF CONCEPT

An Air Carrier Line Maintenance Operator is a person, firm, corporation or other Entity that provides routine and non-routine line maintenance in accordance with an Air Carrier's instructions and procedures. These Operators are mobile and often provide their services from a vehicle that is a well-equipped mobile workshop.

MINIMUM STANDARDS

1. FACILITIES

The actual facilities will depend on the services rendered to the airlines and the availability of space at the Airport. Equipment parking needs will likewise be handled individually.

2. EQUIPMENT

The Operator shall have all of the tools and equipment required to perform the services outlined in the Operator's contract with the Air Carrier, unless they are provided by the Air Carrier.

3. HOURS OF OPERATION

The Operator shall provide services in a timely manner during the hours specified by the air carrier.

4. PERSONNEL AND TRAINING

a. The Operator shall have in its employ, and on duty during the appropriate business hours, sufficient trained personnel to meet the airline's requirements.

b. The Operator shall have a duly appointed supervisor during business hours with the authority to represent and act for and on the behalf of the Operator.

5. PERMIT AGREEMENT

An Operator in this category may contract directly with and provide services to any Signatory or Non-Signatory Air Carrier at ICT provided they shall:

- Execute a Permit Agreement with the Authority.
- Each Operator shall provide the Authority with a signed copy of all agreements or contracts with an airline(s) serving the Airport.

AIR CARRIER GROUND HANDLING OPERATOR

STATEMENT OF CONCEPT

An Air Carrier Ground Handling Operator, or "ground handler," is a person, firm, corporation or other Entity that engages in providing the following services to the airlines at the terminal facilities. The actual services to be provided will vary from airline to airline. This list is not intended to be all-inclusive and is provided as an example of the types of services that are typical of this category.

- Aircraft Marshalling and Parking
- Ramp to Flight Deck Communication
- Loading and Unloading of Passengers or Baggage
- Starting of Aircraft
- Moving of Aircraft
- Exterior Cleaning
- Interior Cleaning
- Lavatory Service
- Water Service
- Cooling and Heating
- Cabin Equipment and Inflight Entertainment Material
- Storage of Cabin Material
- Flight Operations and Crew Administration
- Baggage Handling

MINIMUM STANDARDS

1. FACILITIES

a. Shall lease space to provide for storage of ramp equipment when it is not in use.

b. Shall have access to an area designated as "Flight Planning Room" for crews of commercial air carriers serviced by the operator. This room shall be available 24 hours per day, seven days per week and shall include:

- Area for weather service, flight planning and filing sufficient to meet the needs of the commercial flight crew;
- Access to rest rooms for the use of the commercial flight crew;
- Public telephones, SITA or comparable telex equipment and dedicated direct line or automatic dial FAA/FSS telephone; and
- A crew lounge, if required by the airline and available from the Authority.

2. EQUIPMENT

Shall maintain equipment in sufficient quantities and type to provide the services desired by the airline and to service all Aircraft used by the airline at ICT.

3. HOURS OF OPERATION

Shall have services available as required by the airline.

4. PERSONNEL

a. One General Manager, on duty during regular business hours. At least one Supervisor, on duty when customer's Aircraft is on the ground.

b. All personnel shall be properly uniformed with the company name prominently displayed.

5. AIRPORT SECURITY

All Operators shall be required to conform to the applicable requirements and procedures of the Security Plan for the Airport.

6. PERMIT AGREEMENT

a. Execute a Permit Agreement with the Authority.

b. Each Operator shall provide the Authority with a signed copy of all agreements or contracts with airline(s).

AIR CARRIER PASSENGER SERVICES OPERATOR

STATEMENT OF CONCEPT

Passenger Services are those activities that may be subcontracted by an air carrier to a firm specializing in these activities to better assist their arriving and departing passengers. Typical activities to include the following:

REPRESENTATION AND ACCOMMODATION

a. Liase with local authorities.

b. Indicate that the Operator is acting as an agent for the Carrier.

c. Inform all interested parties concerning movements of the Carrier's Aircraft.

d. Effect payment, on behalf of the Carrier.

GENERAL SERVICES

a. Inform passengers and/or public about time of arrival and/or departure of Carrier's Aircraft and surface transport.

b. Make arrangements for stopover, transfer and transit passengers and their baggage and inform them about services available at the airport.

c. Provide or arrange for special equipment, facilities and specially trained personnel for assistance to:

- Unaccompanied minors
- Disabled passengers
- VIPs
- Others

d. Take care of passengers when flights are interrupted, delayed or cancelled according to instructions given by the Carrier. If instructions do not exist, deal with such cases according to the practice of the airline's governing tariffs.

e. If applicable, arrange storage of baggage.

f. Notify the Carrier of complaints and claims made by the Carrier's clients and process such claims, as mutually agreed.

g. Handle lost, found, or damaged property matters and storage as mutually agreed.

h. Report to the Carrier any irregularities discovered in passenger and baggage handling.

i. Provide or arrange for:

- Check-in position(s)
- Service counter(s)/desk(s) for other purposes
- Lounge facilities

j. Provide or arrange for personnel and/or facilities for porter or skycap services. This activity may be subcontracted to a firm that specializes in these activities.

ARRIVAL/DEPARTURE SERVICES

a. Passenger ticketing and seat assignments.

b. Baggage tagging.

c. Boarding information and ticket lift.

d. Supervision of passengers while on the ramp.

e. Passenger supervision for Border Protection and U.S. Customs Service.

f. Supervision and responsibility for tour operators who may be present.

g. Posting for the public the flight number and the name of the airline, tour operator and handling companies for each flight handled by the operator.

h. Other passenger services as may be approved by the Authority.

i. Direct passengers from Aircraft to the landside terminal baggage claim area.

j. Compliance with all FAA or TSA Security Directives.

MINIMUM STANDARDS

1. FACILITIES

a. Have access to the Authority common use or leased airline ticket counters.

b. Lease or sublease office space for supervisory and support personnel.

c. Shall maintain sufficient numbers of wheelchairs and aisle chairs as required by the airline and/or Authority.

d. Shall have access to the aircraft loading bridges and disabled passenger lifts and received training in the operation of this equipment.

e. Shall have access to baggage make-up and claim area.

f. Shall have a designated area for lost and damaged baggage.

g. Access to the above areas shall be by direct lease from the Authority, sublease from an airline, or Permit from the Authority.

2. EQUIPMENT

This Operator shall have the usual and typical equipment, either owned or leased, for providing the services necessary and required by the airline.

3. HOURS OF OPERATION

This Operator shall have services available as required by the airline and the capability to handle early or late flight operations as directed by the airline.

Operators shall comply with all federal requirements for allowing passengers to deplane when a departing flight is delayed at the Airport. Notification to the Authority shall be made whenever a flight is delayed longer than two (2) hours after passengers have boarded the aircraft.

4. PERSONNEL AND TRAINING

a. While providing passenger-handling services, the operator shall have at least one supervisor on duty.

b. Employees engaged in passenger handling shall be trained in and familiar with:

- Passenger ticketing and check-in services.
- Border Protection and U.S. Customs rules and procedures.
- Airport's ground transportation system and the services available for the handicapped.
- Security requirements as required by the TSA, Carrier or Authority.
- Other services as required by the Airline.

c. All personnel shall be uniformed with the company name prominently displayed.

5. PERMIT AGREEMENT

a. Execute a Permit Agreement with the Authority.

b. Each Operator shall provide the Authority with a signed copy of all written agreements or contracts with airline(s).

AIR CARRIER FUELING OPERATOR

STATEMENT OF CONCEPT

An Air Carrier Fueling Operator is a person, firm, corporation or other Entity acting as the "Into-Plane Agent" of an air carrier at the Airline Passenger Terminal Complex. An Air Carrier Fueling Operator provides the following services:

a. The storage and into-plane delivery and quality control of contract aviation turbine fuels ordinarily used and required by air carriers serving the Airport; and

b. The delivery of aviation oils and lubricants of all types and grades ordinarily required by air carriers utilizing the Airport.

In order to offer storage, delivery, and into-plane fueling services to airlines at the Airport, an Operator shall meet the Minimum Standards of EITHER ONE of the following two (2) categories:

1. Fixed Base Operator (FBO); or
2. Air Carrier Fueling Operator

An FBO may provide sales and fueling to any Aircraft using the Airport. However, an Air Carrier Fueling Operator shall be limited to offering into-plane fueling services only to airlines which hold use agreements with the Authority. Such Operator shall not be permitted to offering fueling services to General Aviation, military, government agencies, or to any other Aircraft operator. Fueling services shall not be conducted on a retail or wholesale basis.

The Operator shall only offer Jet-A fuel services, and shall not offer AvGas or any other type of aviation fuels. Fueling services shall only consist of the storage, handling, and into-plane dispensing of Jet-A fuels that have already been purchased by an airline from the vendor or broker of its choice.

MINIMUM STANDARDS

1. EXPERIENCE

An Operator proposing to engage in air carrier fueling shall have a minimum of five (5) years experience fueling air carrier Aircraft at similar size or larger airports. At the time of application, the Operator must have at least three (3) other fueling operations at small, medium, or large hub U.S. airports.

2. FACILITIES

a. An Air Carrier Fueling Operator shall lease from the Authority land sufficient to contain the required fuel farm facilities and ancillary equipment necessary to perform the services offered. The fuel farm shall be constructed with above-ground tank storage. Storage tanks shall contain a minimum of 150,000 gallons of storage capacity for Jet-A turbine fuel.

b. This Operator will also be required to lease from the Authority, or sublease from an FBO, space at the Airport in support of its activities, such as office area, operations area and break room, as well as additional space away from the terminal area to park, store and maintain equipment when it is not actually being used.

3. EQUIPMENT

An Operator performing air carrier fueling shall maintain equipment in sufficient quantities and of sufficient type to service all Aircraft handled by the Operator and which shall include at least the following:

- The Operator shall have at least two (2) 10,000 gallon mobile refueling tanker vehicles adequately equipped to service large transport jet aircraft.

- A dedicated fuel spill team consisting of a minimum of two properly trained individuals with a sufficient supply of absorbent materials and the vehicular means to transport this material for the immediate containment and subsequent clean up of a fuel spill and proper disposal of any hazardous waste created by any fuel spill. The training requirements, methods of disposal and clean up are all subject to approval by the Authority's Environmental and Safety divisions.

4. HOURS OF OPERATION

The Operator shall provide services in a timely manner during the hours specified by the air carrier.

5. PERSONNEL

a. The Operator shall employ, and have on duty during the appropriate business hours, sufficient trained personnel to safely operate the fueling system and to meet the airline's requirements.

b. The Operator shall have a duly appointed supervisor during business hours with the authority to represent and act for and on the behalf of the Operator.

6. AIRLINE AGREEMENTS

a. An Operator in this category may contract directly with and provide services to any Signatory or Non-Signatory Air Carrier at ICT, and shall provide the Authority with a copy of all signed written agreements or contracts with airlines currently serving the Airport.

SECTION EIGHT – APPLICATION FOR AGREEMENT

AERONAUTICAL ACTIVITY APPLICATION

Any Entity desiring to engage in an Aeronautical Activity or Service (Commercial or Non-Commercial), or to construct new facilities at the Airport, shall submit a written application to the Director. Existing tenants or Operators on the Airport may submit a modified form of Application, as determined by the Director, depending on the nature of the proposed project or Service.

APPLICATION

The prospective Operator shall submit all of the information requested on the Application/Proposal Requirements checklist below and thereafter shall submit any additional information that may be required or requested by the Director in order to properly evaluate the application and facilitate an analysis of the prospective operation including, but not limited to, verifiable history of experience, financial statements, references, etc.

No application will be deemed complete that does not provide the Director with the information necessary to allow for a meaningful assessment of the Applicant's prospective operation and capabilities, and determine whether or not the prospective operation will comply with all applicable Regulatory Measures and be compatible with the Airport's Master Plan or Airport Layout Plan.

APPLICATION/PROPOSAL REQUIREMENTS

An application submitted to the Authority shall include at least the following information in written form (as applicable and appropriate to the type of activity proposed):

1. The proposed nature of the business. Provide a detailed description of the intended nature of the business operation and list of services which would be conducted out of all Airport-based facilities. A copy of the business plan and marketing plan should be included. Include the means and methods it will employ to provide high-quality service to Airport users, and to increase business activity at the Airport System. The business plan should include a market analysis of the current business activity at the Airport that is targeted by the proposal.

2. The legal name of Applicant, and its business name (if different) plus address, fax, e-mail, telephone number, of Applicant and its principal contact:

    - If the Applicant is a corporation, include all contact information for the registered agent and the key management of the corporation. List the date of incorporation, EIN Number, the state in which the corporation is incorporated, status of corporation, and any other names the corporation has done business, or by which they may be known. Provide names and positions of each person who is either an officer of the corporation or an owner of more than 5% of the voting stock, and their taxpayer ID number. Include a copy of the Articles of Incorporation and list of Board of Directors.

- If the Applicant is a partnership/joint venture, include all contact information for all general partners/investors.

- If the Applicant is an individual person, include all contact information and taxpayer ID number or social security number, and date of birth.

3. Name of all principals and/or holding company and financial backers.
4. Applicant shall furnish a statement of its qualifications and past experience in providing the proposed services, together with a statement that it or its principals have the managerial ability to perform the proposed services. Applicant should include resumes of its key employees engaged in the management and operation of the proposed services.
5. List of four references (include name, title, company, telephone number, Email and address).
6. Number and type of Aircraft that will be provided, if applicable.
7. A listing of assets owned, being purchased or leased which will be used in the business on the Airport.
8. Equipment necessary and special tooling to be provided, if any.
9. Number of persons to be employed (specify full and part time).
10. Periods (days and hours) of proposed operation. FBOs must offer line services 24 hours per day.
11. Amount of space/land that will be leased (include preferred location and preliminary site plan for initial development and future expansions).
12. Building space to be constructed and the site and floor plan proposed.
13. Construction cost estimate.
14. Construction schedule.
15. List of any prospective sub-Operators and uses.
16. Evidence of financial responsibility to perform project and operation, including audited financial statements prepared or certified by a Certified Public Accountant.
17. A current credit report (from a major credit reporting agency) for each Entity owning or having a financial interest in the business and a credit report on the business itself covering all geographical areas in which it has done business in the ten-year period immediately prior to such application. The Authority may, at its option, collect additional financial data from Dun & Bradstreet or other financial rating agencies.
18. Preliminary plans, specifications and dates (including construction schedule and a site plan in accordance with the ALP and land use requirements) for any improvements, which the applicant intends to make on the Airport as part of the activity for which approval is sought. Applicant shall comply with appropriate construction standards and review procedures of the Authority.
19. Proof that the Applicant has or the capability of having the minimum insurance coverage, by attaching hereto proof of insurance in the form of an “Accord” form, copy of policy binder or other suitable proof of such capability such as an insurance letter of intent.
20. Statement of past work experience in conducting proposed operation and construction.
21. Evidence of business activity projections for the first year and the succeeding four (4) years.
22. Marketing plan to include methods to be used to attract new business (advertising, promotion, and incentives, etc.).

23. Plans for physical expansion, if future business should warrant such expansion.
24. Provide copies of all licenses, certifications, and permits possessed by the Applicant, or its key employees that will be based at the Airport, and that are necessary or required to perform the proposed services.
25. Provide details if the Applicant, or any owner or officer listed above, has any outstanding garnishments, levies, mechanic's liens, or debts?
26. Provide details if Applicant, or any Entity operated by the principals of the Applicant, has defaulted in the performance of any Agreement with the Authority, or any Agreement at any other airport.
27. Provide details if Applicant, or any corporate officer, substantial owner or investor, has ever filed for bankruptcy.
28. Provide details if Applicant, or any corporate officer, substantial owner or investor, has been charged, indicted, accepted diversion for, or been convicted of a felony crime, in any jurisdiction of the United States.
29. List all civil lawsuits the Applicant, or any corporate officer, substantial owner or investor, or any Entity operated by the principals of the Applicant is involved in, or has been involved in within the past seven (7) years.
30. Provide details if the Applicant, or any owner or officer listed above, owes any delinquent taxes to any governmental jurisdiction, or if there are any outstanding warrants or tax liens for unpaid taxes.
31. A written authorization for use by the Authority to obtain information from the FAA or other applicable Entity for any aviation or aeronautics commissions, administrators, departments of all states in which the applicant has engaged in aviation business to release information in their files relating to the applicant or its operation. The applicant shall execute all such forms, releases, or discharges as may be required by those agencies.
32. Such other information as the Authority may require.
33. Applicant shall provide with its application a signed certification statement as shown below:

Certification Statement

The undersigned is duly authorized to execute this application on behalf of the Applicant. The undersigned also:

1. Certifies that to the best of its knowledge and belief, the information being submitted to the Authority is true and correct and that there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

2. Certifies that the Applicant is in compliance with all applicable laws, regulations, ordinances and orders of public authorities.

3. Certifies that the Applicant is not in default under the terms and conditions of any grant or loan agreements, leases, or financing arrangements with any of its creditors.

4. Understands that the contents of this application, and any subsequent material submitted will remain confidential to the fullest extent permitted by the Kansas Open Records Act.

5. Authorizes the Wichita Airport Authority and any of its agents to conduct a background investigation based on the application, including but not limited to a criminal history checks and TSA Security Threat Assessments, reference checks, obtaining information from the FAA and other agencies or airports with which the Applicant has engaged in aviation business, and credit checks and financial investigations, as appropriate. The Applicant shall execute all forms, releases, or discharges as may be required by those agencies.

Signature _____
Position _____
Date _____

Notarized by _____

ACTION ON APPLICATION AND APPROVAL PROCESS

The Authority shall make a reasonable effort to review and act upon an application within ninety (90) days from the receipt of the application.

All applications received and the information contained within will remain confidential to the fullest extent permitted by the Kansas Open Records Act. However, because the Wichita Airport Authority is a government-owned and operated entity, it should be understood that information related to the Applicant can become public in the course of public meetings, correspondence requests by the general public, media announcements, or by public records requests.

Applications may be denied for one or more of the following reasons, among others:

1. The Applicant does not meet qualifications, standards and/or requirements established by these Minimum Standards or other policies of the Authority.

2. The Applicant's proposed operations or construction will create a safety hazard or have a detrimental operational effect on the Airport.

3. The granting of the application will require the expenditure of Authority funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss or hardship to Authority.

4. There is no appropriate or adequate available space on the Airport to accommodate the entire activity of the Applicant.

5. The proposed operation, development and/or construction does not comply with the current Airport Master Plan (AMP) and/or Airport Layout Plan (ALP).

6. The development or use of the area requested will result in a congestion of Aircraft or buildings, or will result in unduly interfering with the operations of any current FBO, SASO, or other tenant on the Airport, such as problems in connection with Aircraft traffic or service, or preventing free access and egress to the existing FBO, SASO, or tenant areas, or will result in depriving, without the proper economic study, an existing FBO, SASO, or tenant of portions of its leased area in which it is operating.

7. Any Entity applying or having an interest in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.

8. Any Entity applying, or having an interest in the business, has a record of violating any Wichita Airport rules, regulations, policies or procedures, or the rules and regulations of any other airport, any aviation-related Federal rules and regulations, or any other rule, regulation, law or ordinance applicable to this or any other airport.

9. Any Entity applying, or having an interest in the business, has defaulted in the performance of any Agreement with the Authority, or of any Agreement at any other airport.

10. Any Entity applying, or having an interest in the business, is not sufficiently credit worthy and responsible, in the sole judgment of the Authority, to provide and maintain the business for which the application relates to promptly pay amounts due under an Agreement.

11. The Applicant does not have the finances necessary to conduct the proposed operation. The Applicant must demonstrate financial capability to initiate operations, to construct proposed Improvements, and to provide working capital to carry on the contemplated operations. The demonstration of financial and managerial capability shall include a cash flow and a profit and loss projection for the first five (5) years of the proposed operation.

12. The provided business and marketing plan does not demonstrate that the proposed activity is financially viable at the Airport.

13. The Applicant cannot obtain proper insurance coverage for the proposed activity, or other performance and payment bonds during construction.

14. The proposed activity does not comply with the aviation-related requirements of Kansas law.

15. The Applicant seeks Agreement terms which are inconsistent with Authority policies.

16. The Applicant and its key employees are unable to successfully pass TSA security threat assessments and background investigations.

17. The proposed activity is inconsistent or incompatible with the Airport System's mission, goals or objectives, or any policies, laws or regulations, or FAA grant assurances, and including the Authority's obligation to run a safe, efficient, and financially self-sufficient business enterprise for the benefit of the public.

DENIAL OF APPLICATION

The Authority reserves at all times the right to approve or disapprove the application for any proposed Aeronautical Activity or Service. Such approval shall take into account the aforementioned Minimum Standards along with an analysis of the business background, financing and proposed plans for the development of an Aeronautical Activity. Final approval by the Authority shall thus be based on an appraisal of the application in regard to the purposes and intent as set forth and based on a commonly acceptable business analysis.

Should an application be denied by the Director, the Applicant may appeal to the Wichita Airport Advisory Board (WAAB) for re-consideration. The WAAB will make a recommendation to the Wichita Airport Authority (WAA), whose decision will be final.

APPENDIX ONE

SUMMARY TABLE OF MINIMUM FACILITIES REQUIREMENTS

(on next page)

OPERATOR ACTIVITY	TOTAL LEASEHOLD (SF)	HANGAR (STORAGE) (SF)	HANGAR (MAINT.) (SF)	RAMP (SF)	CUSTOMER AREA/LOBBY/ OFFICE/CLASS ROOM (SF)	SHOP/ PARTS STORAGE (SF)	JET-A STORAGE (gal.)	AVGAS STORAGE (gal.)	JP STORAGE (gal.)	JET-A TRUCKS (gal.)	AVGAS TRUCKS (gal.)	JP TRUCKS (gal.)
Fixed Base Operator (FBO)	217,800 (5 acres)	30,000	10,000	130,680 (3 acres)	5,000	1,500	20,000	10,000	as r'qrd by military	2-2,000 plus 2-5,000 if fueling airlines	1-750	1-2,000 or as r'qrd by military
Specialized Aeronautical Service Operators (SASO)												
Aircraft Sales	TBD	TBD	TBD	TBD	TBD	TBD	NP	NP	NP	NP	NP	NP
Aircraft Maintenance	43,560 (1 acre)	NA	10,000	15,000	600	1,000	NP	NP	NP	NP	NP	NP
Aircraft Rental/ Training	21,780 (0.5 acre)	5,000	NA	7,500	2,000	NA	NP	NP	NP	NP	NP	NP
Avionics/ Instrument	43,560 (1 acre)	NA	10,000	15,000	600	1,500	NP	NP	NP	NP	NP	NP
Aircraft Management	32,670 (0.75 acre)	5,000	NA	7,500	1,250	NA	NP	NP	NP	NP	NP	NP
Charter/ Air Taxi	32,670 (0.75 acre)	5,000	NA	7,500	1,250	NA	NP	NP	NP	NP	NP	NP
Commercial Hangar	87,120 (2 acres)	15,000; 10,000 if T-Hangars	NA	22,500	600	NA	NP	NP	NP	NP	NP	NP
Non-Commercial Operators												
Non-Comm'l. Private Hangar	43,560 (1 acre)	10,000	NA	15,000	600	NA	10,000	10,000	NP	NP	NP	NP

Notes: "NA" means "not applicable"; "NS" means "not specified"; "TBD" means "to be determined"; "NP" means "not permitted"

Aircraft Sales Operators and other Specialized Commercial Operators not listed above may lease space from an FBO or lease directly with WAA for facilities to be determined on a case-by-case basis depending on the type of operation

Any SASO or Non-Commercial Operator may meet its facility requirements by Subleasing from an FBO or by leasing directly from the WAA

APPENDIX TWO

SCHEDULE OF MINIMUM INSURANCE REQUIREMENTS

OPERATOR TYPE	COMPREHENSIVE GENERAL LIABILITY	HANGARKEEPER'S LIABILITY	AIRCRAFT LIABILITY	AUTOMOBILE LIABILITY
Fixed Base Operator	$10 million	$5 million		$5 million
Aircraft Maintenance	$1 million	$1 million		$1 million
Aircraft Rental/ Flight Training	$1 million		$1 million	$1 million
Avionics/Instrument/ Propellor	$1 million	$1 million		$1 million
Aircraft Sales	$1 million		$1 million	$1 million
Charter/Air Taxi	$5 million		$5 million	$1 million
Aircraft Management	$1 million		$1 million	$1 million
Commercial Hangar	$1 million	$1 million		$1 million
Non-Commercial Hangar	$1 million			$1 million
Specialized Operator	$1 million			$1 million

NOTES:

1. Comprehensive Vehicle/Automobile Liability is required only on vehicles operated on non-public portions of the Airport. Vehicles authorized to operate on the Aircraft Operations Areas (AOA) shall carry $5 million.
2. Hangarkeeper's Liability is required when an Operator provides storage, or provides for the care, custody and control of Aircraft that the Operator does not own. It is not required when an Operator is storing its own Aircraft.
3. Aircraft/Passenger Liability is required when passengers are transported in an Aircraft operated as part of the Operator's business activities.
4. Fixed Base Operators are required to carry a minimum of $5 million in Products Liability coverage for fuel sales activities. This may be provided in conjunction with the fuel supplier.
5. FBOs and Non-Commercial Hangar Operators providing fuel services are required to carry a minimum of $1 million for Pollution and Environmental Consequences Liability coverage.
6. Aircraft Maintenance Operators and Avionics/Instrument/Propeller/Accessory Repair Operators are required to carry a minimum of $1 million on Products and Completed Operations Liability coverage.
7. All Operators are required to carry Fire and Casualty Insurance coverage for facilities at a Full Replacement Value.
8. All Operators shall carry any other insurance that may be required by State Law.
9. All policies shall name the Authority and City, and their officers and employees, individually and collectively as additional insureds.
10. Minimum amounts and types of coverage required may be modified from time-to-time by the Authority upon the advice of its risk management agents and insurance carriers.
11. During any period of construction by Operator, appropriate Builders Risk Insurance shall be provided, along with Performance and Payment Bonds.

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

PRELIMINARY ESTIMATES
FOR CITY COUNCIL JUNE 8, 2010

a. 47th, Lulu to Hydraulic (KDOT/ARRA) (47th, west of Hydraulic) (KA-1006-04/472-84872/ 991306/636227/991306/779616) See Special Provisions. (District III) - $1,200,000.00

b. Wichita Transit Bus Passenger Bench and Shelter Installation, Phase 4 (39 locations throughout the City) (472-84485c/629568/629574/617001/617002) Traffic to be maintained using flagpersons and barricades. (District I,II,III,IV,V,VI) - $148,004.00

c. Water Distribution System to serve Steve Kelley 6th Addition (south of Kellogg, west of Maize) (448-90473/735445/470118) Traffic to be maintained using flagpersons and barricades. (District V) - $24,000.00

d. Lateral 24, Main 13 Southwest Interceptor Sewer to serve Steve Kelley 6th Addition (south of Kellogg, west of Maize) (468-84671/744312/480004) Traffic to be maintained using flagpersons and barricades. (District V) - $48,000.00

e. Storm Water Drain #355, Phase 2 to serve Summit Crossing Addition (south of 21st Street North, west of 127th Street East) (468-84580a/751487/485378) Does not affect existing traffic. (District II) - $179,000.00

f. 31st Street Bridge at Glenn (east of Meridian, south of 30th Street South) (472-84702/ 715723/249139) See Special Provisions. (District IV) - $670,000.00

g. 2010 Contract Maintenance Bike Path Repair & Overlay (Mt Vernon & Woodlawn, Turnpike Drive & 31st Street South, Oliver & KTA) (472-84902/132723/) Traffic to be maintained using flagpersons & barricades. (District III,IV) - $100,000.00

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Petition to construct a Storm Water Sewer in Waterfront Residential Addition (north of 13th, east of Webb) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the petition.

Background: The petition has been signed by seven owners representing 100% of the improvement district.

Analysis: The project will provide a storm water sewer in a new residential development located north of 13th, east of Webb.

Financial Considerations: The petition totals $433,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing for the construction of a storm water sewer in a new residential development.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or by owners of the majority of property in the improvement district.

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

Attachments: Map, CIP sheet, resolution and petition.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE
To Initiate Project: X
To Revise Project:

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	5/18/2010	Storm Water Sewers in Waterfront Residential Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2010	

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

12. Project Cost Estimate

ITEM	GO	SA	OTHER	TOTAL
Right of Way				
Paving				
Bridge & Culverts				
Drainage		$433,000		$433,000
Sanitary Sewer				
Sidewalk				
Water				
Streetscape				
Totals		$433,000		$433,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

*Storm Water Utility

SWS 658

468 BMS

13. Recommendation:

Approve the petition and resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle on June 11, 2010

RESOLUTION NO. 10-1545

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER SEWER NO. 658 (NORTH OF 13TH, EAST OF WEBB) 468-84682 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER SEWER NO. 658 (NORTH OF 13TH, EAST OF WEBB) 468-84682 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Sewer No. 658 (north of 13th, east of Webb) 468-84682.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Four Hundred Thirty-Three Thousand Dollars ($433,000) 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 January 1, 2010, exclusive of the costs of temporary financing.

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

WATERFRONT RESIDENTIAL ADDITION
Lots 1 through 14 and 17 through 61, Block 1
Lots 1 through 4, Block 2
Lots 1 through 4, Block 3

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 14 and 17 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; WATERFRONT RESIDENTIAL ADDITION, shall each pay 1/67 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot 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. 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 authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. 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 8th day of June, 2010.

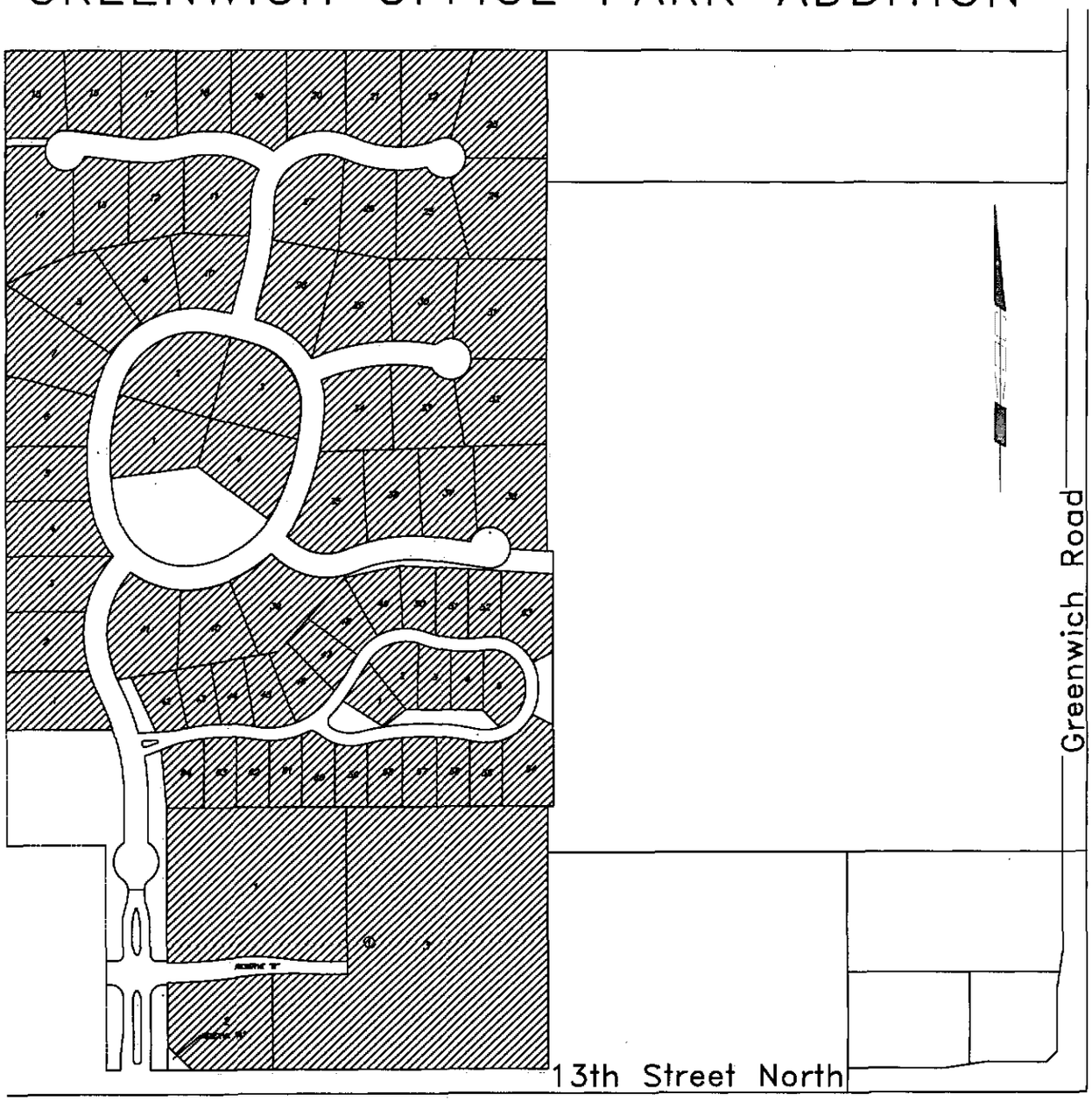
_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

WATERFRONT RESIDENTIAL ADDITION
GREENWICH OFFICE PARK ADDITION



BENEFIT DISTRICT

(ACTUAL ALIGNMENT TO BE DETERMINED BY DESIGN ENGINEER)

Wichita
All-America City
1999

THE CITY OF WICHITA
CITY ENGINEER'S OFFICE

1b

RECEIVED

MAY 13 '10

CITY CLERK OFFICE

STORM WATER SEWER PETITION
Phase 2

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

SWS 658

468-84682

WATERFRONT RESIDENTIAL ADDITION
Lots 1 through 14 and 17 through 61, Block 1;
Lots 1 through 4, Block 2;
Lots 1 through 4, Block 3;

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

(North of 13th, East of Webb)

(a) That there be constructed a storm water sewer system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements is Four Hundred Thirty Three Thousand Dollars ($433,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2010.

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

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

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

Lots 1 through 14 and 17 through 61, Block 1; Lots 1 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition shall each pay 1/67 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot 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.

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
WATERFRONT RESIDENTIAL ADDITION Lots 1 through 9, 11, 12, 14, 17 through 39, and 42 through 58, Block 1; Lots 2 through 4, Block 2; and Lots 1 through 4, Block 3; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	**WATERFRONT RESIDENTIAL CO., LLC** **A Kansas Limited Liability Company** By: _____ Kevin Mullen, President Ritchie Development Corporation, Manager	

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

LEGAL DESCRIPTION	SIGNATURE	DATE
WATERFRONT RESIDENTIAL ADDITION Lot 10, Block 1; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	**Christopher & Katie Toy** Christopher Toy Katie Toy	

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

LEGAL DESCRIPTION	SIGNATURE	DATE
WATERFRONT RESIDENTIAL ADDITION Lot 13, Block 1; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	**NIES HOMES, INC.** By: Cherie Nies Cowgill Cherie Nies Cowgill, Vice President Nies Homes, Inc.	

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

LEGAL DESCRIPTION	SIGNATURE	DATE
WATERFRONT RESIDENTIAL ADDITION Lot 40, Block 1; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	**ROBL CONSTRUCTION** By: Steven J. Robl Steven J. Robl, President Robl Construction	

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

LEGAL DESCRIPTION	SIGNATURE	DATE
WATERFRONT RESIDENTIAL ADDITION Lot 41, Block 1; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	**CRAIG SHARP HOMES** By: Walter L. Sharp Walter L. Sharp, Vice President Craig Sharp Homes	

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

LEGAL DESCRIPTION	SIGNATURE	DATE
WATERFRONT RESIDENTIAL ADDITION Lots 59 through 61, Block 1; and Lot 1, Block 2; Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas.	**RITCHIE BUILDING COMPANY** By: _____ Kevin Mullen, President Ritchie Building Company	

AFFIDAVIT

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

MKEC Engineering Consultants, Inc.
Company

Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 13 day of May 20 10.

Deputy City Clerk

Agenda Item No. XII-4b

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Petitions for Street Paving and a Water Distribution System in Firepoint Addition (West of Webb, south of 37th Street North) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

- -

Recommendation: Approve the new petitions.

Background: On March 23, 2010, the City Council approved petitions for street paving and water system improvements in Firepoint Addition. An attempt to award a construction contract within the budget set by the water petition was not successful. The developer has submitted a new water petition with an increased budget and a new paving petition with an increased budget. The signature on the petitions represents 100% of the improvement districts.

Analysis: The projects will provide street paving and water improvements for a new commercial development located west of Webb, south of 37th Street North.

Financial Considerations: The existing petitions total $280,000. The new petitions total $314,000. The funding source is special assessments.

Goal Impact: The projects address the Efficient Infrastructure goal by providing street paving and water improvements required for a new commercial development.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

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

Attachments: Map, CIP sheets, petitions and resolutions.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE
To Initiate Project
To Revise Project x

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	5/18/2010	Water Distribution for Prospect Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2010	

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

12. Project Cost Estimate

ITEM	GO	SA	OTHER	TOTAL
Right of Way				
Paving				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		$19,000		$19,000
Streetscape				
Totals		$30,000		$30,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

*Water Utility

13. Recommendation:

Approve the Petition and adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE
To Initiate Project
To Revise Project x

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	5/18/2010	Tobias paving in Freepoint Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2010	

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

12. Project Cost Estimate

ITEM	GO	SA	OTHER	TOTAL
Right of Way				
Paving, grading & count		$275,000		$275,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Streetscape				
Totals		$275,000		$275,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

472-84885

13. Recommendation:

Approve the Petition and Adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle on June 11, 2010

RESOLUTION NO. 10-156

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90470 (WEST OF WEBB, SOUTH OF 37TH ST. NORTH) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90470 (WEST OF WEBB, SOUTH OF 37TH ST. NORTH) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 10-051 adopted on March 9, 2010 and Resolution No. 10-071 adopted on March 23, 2010 are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Water Distribution System Number 448-90470 (west of Webb, south of 37th St. North).

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Thirty-Nine Thousand Dollars ($39,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost 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 June 1, 2010, exclusive of the costs of temporary financing.

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

FIREPOINT ADDITION
Block A

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

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 8th day of June, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

132019

First Published in the Wichita Eagle on June 11, 2010

RESOLUTION NO. 10-157

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON TOBEN STREET FROM THE SOUTH LINE OF COMOTARA INDUSTRIAL PARK 5TH ADDITION TO THE SOUTH LINE OF 34TH STREET NORTH (WEST OF WEBB, SOUTH OF 37TH ST. NORTH (472-84885) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON TOBEN STREET FROM THE SOUTH LINE OF COMOTARA INDUSTRIAL PARK 5TH ADDITION TO THE SOUTH LINE OF 34TH STREET NORTH (WEST OF WEBB, SOUTH OF 37TH ST. NORTH) (472-84885) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 10-052 adopted on March 9, 2010 and Resolution No. 10-072 adopted on March 23, 2010 are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize paving Toben Street from the south line of Comotara Industrial Park 5th Addition to the south line of 34th Street North (west of Webb, south of 37th St. North) (472-84885).

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

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Two Hundred Seventy-Five Thousand Dollars ($275,000) 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 May 1, 2010 exclusive of the costs of temporary financing.

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

FIREPOINT ADDITION
Block A

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

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

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

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

SECTION 8. 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 8th day of June, 2010.

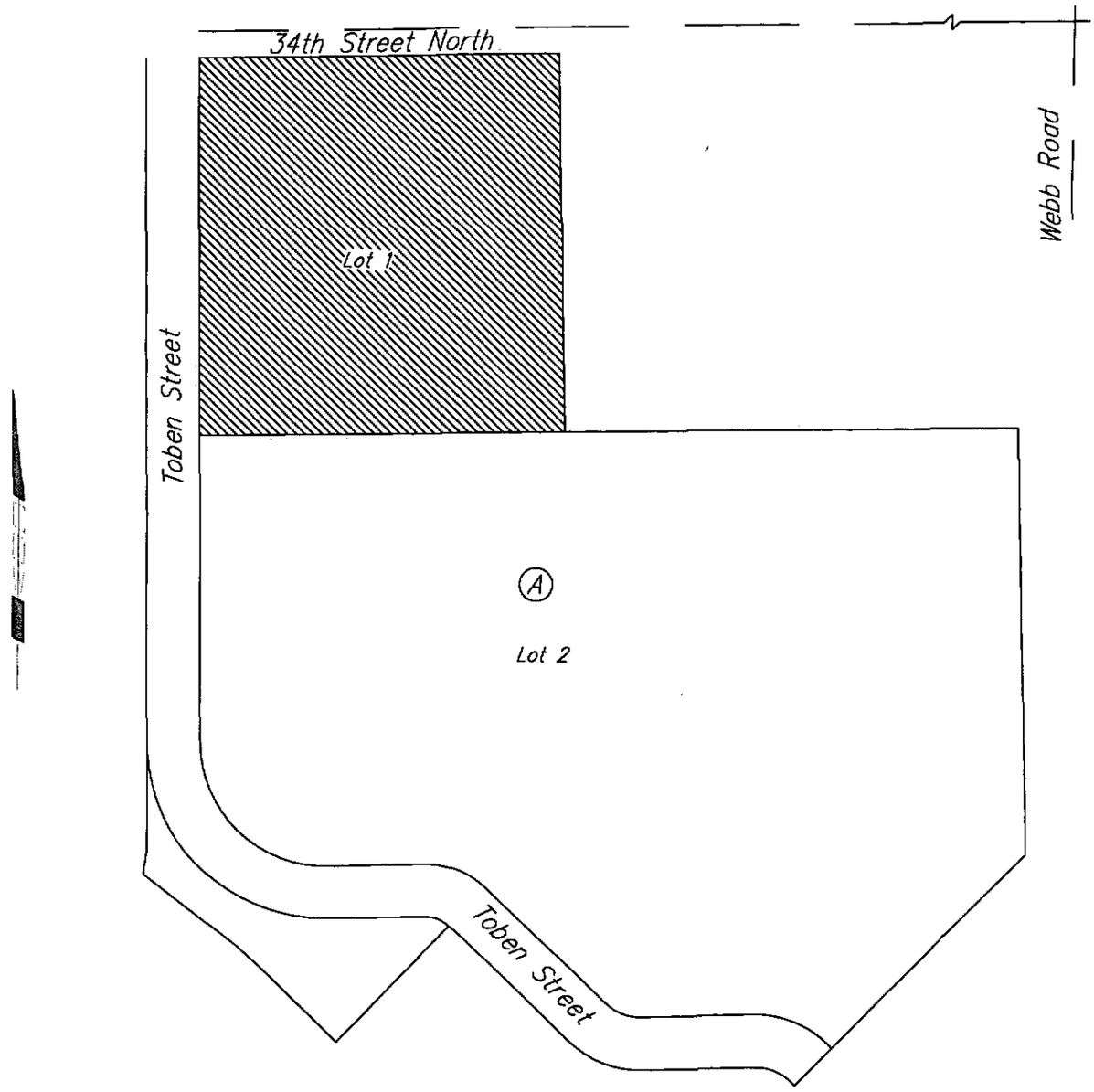
_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

FIREPOINT ADDITION



BENEFIT DISTRICT

(ACTUAL ALIGNMENT TO BE DETERMINED BY DESIGN ENGINEER)

All-America City 2009

THE CITY OF WICHITA

CITY ENGINEER'S OFFICE

PAVING PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

472-84885 Lot 1, Block A, Firepoint Addition, Wichita, Sedgwick County, Kansas

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

(a) That there be constructed pavement on Toben Street from the south line of Comotara Industrial Park 5th Addition to the south line of 34th Street North. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage and other public utilities to be installed where necessary.

(b) That the estimated and probable cost of the foregoing improvement being TWO HUNDRED SEVENTY FIVE THOUSAND DOLLARS ($275,000), with 100% percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata of 1 percent per month from and after June 1, 2010.

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

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

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a per square foot basis.

Above described improvement district shall pay 100% of the improvement cost.

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

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

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
Lot 1, Block A, Firepoint Addition, Wichita, Sedgwick County, Kansas	WEBB ROAD, LLC	5/17/10

AFFIDAVIT

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

Name

Poe & Associates, Inc.
5940 E. Central; Suite 200
Wichita, KS 67208
Address

(316) 685-4114
Telephone Number

Sworn to and subscribed before me 18th day of May, 2010.

Deputy City Clerk

WATER MAIN PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

448-90470 Lot 1, Block A, Firepoint Addition, Wichita, Sedgwick County, Kansas

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

(a) That there be constructed a water main, valves, fire hydrants, and appurtenances on Toben Street from the south line of Comotara Industrial Park 5th Addition to the south line of 34th Street North to serve the aforementioned property. That said improvements be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvement being THIRTY NINE THOUSAND DOLLARS ($39,000), with 100% percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata of 1 percent per month from and after June 1, 2010.

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

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

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a per square foot basis.

Above described improvement district shall pay 100% of the improvement cost.

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

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

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
Lot 1, Block A, Firepoint Addition, Wichita, Sedgwick County, Kansas	WEBB ROAD, LLC	5/17/10

AFFIDAVIT

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

Name

Poe & Associates, Inc.
5940 E. Central; Suite 200
Wichita, KS 67208
Address

(316) 685-4114
Telephone Number

Sworn to and subscribed before me 18th day of May, 2010.

Deborah Bradbock
Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Petition to construct a Sanitary Sewer Lift Station and Force Main for Southwest Passage and Red Rock Village Additions (south of Pawnee, west of 119th Street West) (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new petition.

Background: On July 14, 2009, the City Council approved a petition to construct a sanitary sewer for Southwest Passage Addition and Red Rock Village Addition. An attempt to award a construction contract within the budget set by the petition was not successful. The developers have submitted a new petition with an increased budget. The signatures on the new petition represent four of ten property owners representing 96% of the improvement district area. The assessment to the non signing property owners has not been increased.

Analysis: The project will serve new residential developments located south of Pawnee, west of 119th Street West.

Financial Considerations: The existing petition totals $195,500 with total assessed to the improvement district. The new petition totals $244,500 with the total assessed to the improvement district.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing sanitary sewer improvements for new residential developments.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or by owners of the majority of property in the improvement district.

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

Attachments: CIP sheet, resolution and petition.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE
To Initiate Project
To Revise Project x

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	5/18/2010	Sanitary Sewer lift station & force main for Southwest Passage & Red Rock Village Addn

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2010	

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

12. Project Cost Estimate

ITEM	GO	SA	OTHER	TOTAL
Right of Way				
Paving				
Bridge & Culverts				
Drainage				
Sanitary Sewer		$211,000		$211,000
Sidewalk				
Water				
Streetscape				
Totals		$244,500		$244,500
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

66% Petition

*Sanitary Sewer Entry

Main 6, CIS Lift Station and Force Main

468 [illegible]

13. Recommendation:

Approve the Petition and Adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle on June 11, 2010

RESOLUTION NO. 10-158

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF MAIN 6, COWSKIN INTERCEPTOR SEWER FORCE MAIN (SOUTH OF PAWNEE, WEST OF 119TH ST. WEST) 468-84227 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 MAIN 6, COWSKIN INTERCEPTOR SEWER FORCE MAIN (SOUTH OF PAWNEE, WEST OF 119TH ST. WEST) 468-84227 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That Resolution No. 07-020 adopted on January 9, 2007 and Resolution No. 09-203 adopted on July14, 2009 are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Main 6, Cowskin Interceptor Sewer Force Main (south of Pawnee, west of 119th St. West) 468-84227.

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

SECTION 3. That the cost of said improvements provided for hereof is estimated to be One Hundred Sixty-Six Thousand Dollars ($166,000), 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 May 1, 2010, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of a future sanitary sewer main, such benefit fee to be in the amount of Seventy Eight Thousand Five Hundred Dollars ($78,500).

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

SOUTHWEST PASSAGE ADDITION
Lots 1through 3, Block 1
Lots 1 through 5, Block 2
Lots 1 through 2, Block 3
Lots 1 through 15, Block 4
Lots 1 through 12, Block 5

RED ROCK VILLAGE
Lots 1 through 14, Block 1
Lots 1 through 6, Block 2
Lots 1 through 14, Block 3
Lots 1 through 9, Block 4

SECTION 5. 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 improvement for which the Benefit District shall be liable shall be on a fractional basis: Lots 6 and 13, Block 4; and Lot 6, Block 5; SOUTHWEST PASSAGE ADDITION and Lots 1 through 14, Block 1; Lots 1 through 6, Block 2; Lots 1 through 14, Block 3; and Lots 1 through 9, Block 4; RED ROCK VILLAGE ADDITION shall each pay 1/114th of the total cost of the improvement district. Lots 1 through 3, Block 1; Lots 1 through 5, Block 2; Lots 1 through 2, Block 3; Lots 1 through 5, 7 through 12 and 14 through 15, Block 4; and Lots 1 through 5 and 7 through 12, Block 5; SOUTHWEST PASSAGE ADDITION shall each pay 2/114th of the total cost of the improvement district.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 8th day of June, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

RECEIVED
MAY 17 '10
CITY CLERK OFFICE

SANITARY SEWER MAIN AND LIFT STATION PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

Main 6, CIS
Force Main
468-84227

SOUTHWEST PASSAGE ADDITION

Lots 1 - 3, Block 1
Lots 1 - 5, Block 2
Lots 1 - 2, Block 3
Lots 1 - 15, Block 4
Lots 1 - 12, Block 5

RED ROCK VILLAGE ADDITION

Lots 1 - 14, Block 1
Lots 1 - 6, Block 2
Lots 1 - 14, Block 3
Lots 1 - 9, Block 4

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

(a) That there be constructed a lift station and a force main to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas and an assessment for a sanitary sewer main to serve the area described above.

(b) That the estimated and probable cost of the foregoing improvements being One Hundred Sixty Six Thousand Dollars ($166,000), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata rate of 1 percent per month from and after May 1, 2010.

(c) 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 a future sanitary sewer main, such benefit fee to be in the amount of Seventy Eight Thousand Five Hundred Dollars ($78,500).

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

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

(e) That the method of assessment of all costs of the improvement for which the Benefit District shall be liable shall be on a fractional basis:

That the following lots in Southwest Passage Addition, Wichita, Sedgwick County, Kansas and Red Rock Village, Wichita, Sedgwick County, Kansas shall each pay 1/114th of the total cost of the improvement district:

SOUTHWEST PASSAGE ADDITION

Lots 6 & 13, Block 4
Lot 6, Block 5

RED ROCK VILLAGE ADDITION

Lots 1 - 14, Block 1
Lots 1 - 6, Block 2
Lots 1 - 14, Block 3
Lots 1 - 9, Block 4

That the following lots in Southwest Passage Addition, Wichita, Sedgwick County, Kansas and Red Rock Village, Wichita, Sedgwick County, Kansas shall each pay 2/114th of the total cost of the improvement district:

SOUTHWEST PASSAGE ADDITION

Lots 1 - 3, Block 1
Lots 1 - 5, Block 2
Lots 1 - 2, Block 3
Lots 1 - 5, 7 - 12 & 14 - 15, Block 4
Lots 1 - 5 & 7 - 12, Block 5

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.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 12-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
SOUTHWEST PASSAGE ADDITION		
Lot 2, Block 3 Lots 3 and 5, Block 4 Lots 8 and 12, Block 5	Development Partnership	
Lot 1, Block 1 Lots 1, 2 and Part of Lot 3, Block 2 Lots 7, 10 and 11, Block 4 Lots 3 and 5, Block 5	Danahy Construction, Inc.	
Lots 2 and 3, Block 1 Lot 5 & Part of Lot 4, Block 2 Lot 1, Block 3 Lots 1, 2, 4, 8, 12, 14 and 15, Block 4 Lots 1, 2, 9-11, Block 5	Roger Oswald Construction LLC	

Parts of Lots 3 and 4, Block 2
Lot 9, Block 4
Lots 4 and 7, Block 5

Michael W. Love

Lot 6, Block 4

Larry & Billi Weber

Lot 13, Block 4

Joseph & Brittany Huffman

Lot 6, Block 5

Gregory & Kim Schoenfeld

RED ROCK VILLAGE ADDITION

Lots 1 - 14, Block 1
Lots 1 - 6, Block 2
Lots 1 - 14, Block 3
Lots 1 - 9, Block 4

Development Partnership, LLC

RECEIVED

MAY 17 '10

CITY CLERK OFFICE

AFFIDAVIT

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

Kenneth W. Lee

Kenneth W. Lee Name

924 N. Main

Address

264-8008

Telephone number

Sworn to and subscribed before me this 17th day of May, 2010.

~~Deputy~~ City Clerk

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Petition to construct a Storm Water Drain in Silverton Addition (north of 13th, west of 135th Street West) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the petition.

Background: The petition has been signed by one owner representing 100% of the improvement district.

Analysis: The project will provide a storm water drain in a new residential development located north of 13th, west of 135th Street West.

Financial Considerations: The petition totals $297,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing for the construction of a storm water drain in a new residential development.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or by owners of the majority of property in the improvement district.

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

Attachments: Map, CIP sheet, resolution and petition.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE
To Initiate Project X
To Revise Project

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	5/18/2010	Storm Water Drain in Silverton Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2010	

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

12. Project Cost Estimate

ITEM	GO	SA	OTHER	TOTAL
Right of Way				
Paving				
Bridge & Culverts				
Drainage		$297,000		$297,000
Sanitary Sewer				
Sidewalk				
Water				
Streetscape				
Totals		$297,000		$297,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

*Storm Water Utility

SWS 368

468 SWS1

13. Recommendation:

Approve the petition and resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

First Published in the Wichita Eagle on June 11, 2010

RESOLUTION NO. 10-159

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 368 (NORTH OF 13TH, WEST OF 135TH STREET WEST) 468-84681 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 368 (NORTH OF 13TH, WEST OF 135TH STREET WEST) 468-84681 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Drain No. 368 (north of 13th, west of 135th Street West) 468-84681.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Two Hundred Ninety-Seven Thousand Dollars ($297,000) 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 June 1, 2010, exclusive of the costs of temporary financing.

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

SILVERTON ADDITION
Lots 30 through 71, Block D
Lots 1 through 18, Block E

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

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 30 through 71, Block D and Lots 1 through 18, Block E, SILVERTON ADDITION shall each pay 1/60 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot 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 8th day of June, 2010.

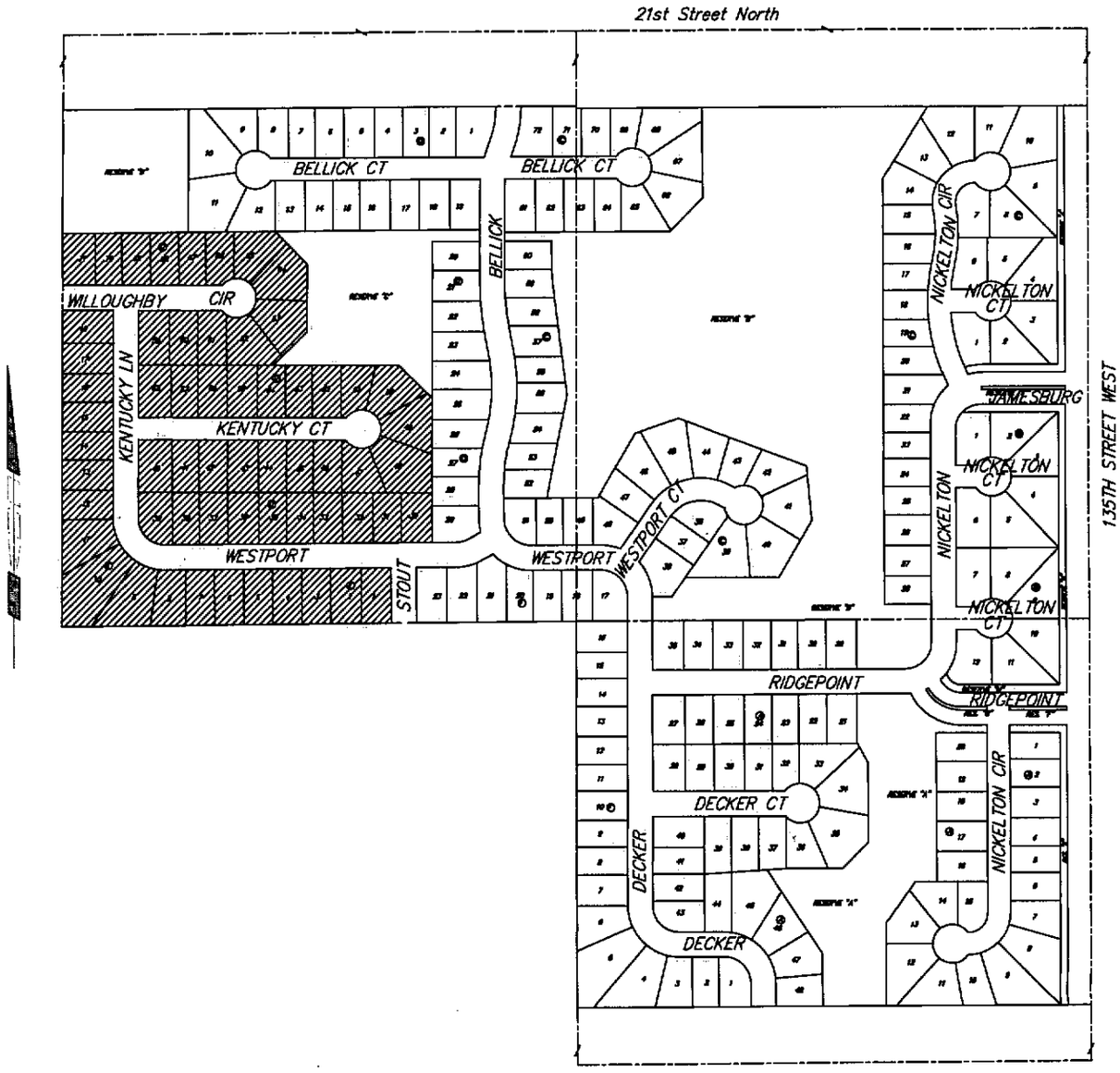
_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

SILVERTON ADDITION



BENEFIT DISTRICT

(ACTUAL ALIGNMENT TO BE DETERMINED BY DESIGN ENGINEER)

All-America City 1999

THE CITY OF WICHITA

CITY ENGINEER'S OFFICE

$

RECEIVED
MAY 13 '10
CITY CLERK OFFICE

STORM WATER DRAIN PETITION
PHASE 4

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

468-84681

SILVERTON ADDITION
Lots 30 through 71, Block D
Lots 1 through 18, Block E

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

SWD 368

(a) That there be constructed a storm water drainage system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(North of 13th, West of 135th St. West)

(b) That the estimated and probable cost of the lateral sanitary sewer is Two Hundred Ninety-Seven Thousand Dollars ($297,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after June 1, 2010.

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

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

(d) That the method of assessment of all costs of the storm water drain for which the improvement district is liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 30 through 71, Block D, and Lots 1 through 18, Block E, SILVERTON ADDITION shall each pay 1/60 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot 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:

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
SILVERTON ADDITION Lots 30 through 71, Block D Lots 1 through 18, Block E	Silverton, LLC By: _____ Paul E. Kelsey, Member	5/12/10

AFFIDAVIT

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

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 13th day of May 2010.

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Deborah A. Madlock
Deputy City Clerk

STATEMENTS OF COSTS:

a. **Traffic Signalization at Webb and 29th, and Webb and K-96 (Design and Construction).** Total Cost - $70,011.46; (plus temporary note financing - $5,201.49; plus idle fund interest - $628.61; less KDOT Reimbursements - $7,341.56; less Interfund Transfers - $25,000.00; less Transfers In - $42,000.00). Financing to be issued at this time – $1,500.00. (706840/472-83508/202-306).

b. **29th Street North from Maize Road to Tyler (Construction).** Total Cost - $2,841,026.25; (plus temporary note financing - $10,306.62; less idle fund interest - $7,065.67; less KDOT Reimbursements - $1,948,967.20; less Interfund Transfers - $100,000.00; less Transfers In - $780,000.00). Financing to be issued at this time – $15,300.00. (706868/472-83863/204-334).

c. **Oliver from Harry to Kellogg (Design).** Total Cost - $278,384.62; (plus temporary note financing - $3,352.39; plus idle fund interest - $2,562.99; less General Obligation - $106,500.00; less Reimbursements - $10,800.00; less Transfers In - $138,000.00). Financing to be issued at this time – $29,000.00. (706895/472-84018/204-361).

d. **2005 Wheelchair Ramp and Sidewalk (Construction).** Total Cost - $390,291.35; (plus temporary note financing - $6,373.54; plus idle fund interest - $5,935.11; less Transfer In - $391,200.00). Financing to be issued at this time – $11,400.00. (706915/472-84142/205-381).

e. **Greenwich Road from Harry to Kellogg (Design).** Total Cost - $355,000.00; (plus temporary note financing - $2,572.58; plus idle fund interest - $3,027.42; less General Obligation - $108,500.00; less Interfund Transfers - $120,000.00; less Transfers In - $122,600.00). Financing to be issued at this time – $9,500.00. (706941/472-84301/205-407).

f. **Hydraulic from Harry to Kellogg (Design).** Total Cost - $285,924.17; (plus temporary note financing - $1,897.30; plus idle fund interest - $1,378.53; less General Obligation - $138,400.00; less Transfers In - $60,900.00). Financing to be issued at this time – $89,900.00. (706942/472-84310/205-408).

g. **Midtown Bike Path along the Union Pacific Corridor from Central at Waco to 15th at Broadway (Construction).** Total Cost - $1,546,210.72; (plus temporary note financing - $9,509.12; plus idle fund interest - $3,619.14; less KDOT Reimbursements - $1,075,438.98; less Transfers In - $455,700.00). Financing to be issued at this time – $28,200.00. (706968/472-84562/207-434).

h. **Maize Road from Pawnee to Kellogg (Design).** Total Cost - $363,761.95; (plus temporary note financing - $1,503.70; plus idle fund interest - $734.35; less General Obligation - $216,700.00). Financing to be issued at this time – $149,300.00. (706976/472-84697/208-442).

i. **Bike Path along the Little Arkansas River between 13th and Bitting (Design and Construction).** Total Cost - $99,779.55; (plus temporary note financing - $0; plus idle fund interest - $320.45; less General Obligation - $86,800.00). Financing to be issued at this time – $13,300.00. (706983/472-84738/208-448).

j. **Sidewalk on Tyler from 29th Street North to 37th Street North (Construction).** Total Cost - $88,990.85; (plus temporary note financing - $0; less idle fund interest - $290.85). Financing to be issued at this time – $88,700.00. (707000/472-84788/209-465).

k. **Arkansas River Pedestrian Bridges (Design and Construction).** Total Cost - $8,429,639.54; (plus temporary note financing - $166,031.89; plus idle fund interest - $62,742.56; less KDOT Reimbursements

- $2,798,213.99; less Transfer In - $3,325,200.00). Financing to be issued at this time – $2,535,000.00. (715691/472-83416/242-107).

l. **13th Street Bridge over the Little Arkansas River (Design and Construction).** Total Cost - $3,099,026.65; (plus temporary note financing - $14,004.48; plus idle fund interest - $16,368.87; less KDOT Reimbursements - $1,000,000.00; less General Obligation - $1,605,600.00; less Interfund Transfers - $350,000.00; less Transfers In - $92,000.00). Financing to be issued at this time – $81,800.00. (715705/472-84314 & 472-84422/245-121).

m. **Lincoln Street Bridge over the Arkansas River (Design).** Total Cost - $345,113.36; (plus temporary note financing - $2,881.55; plus idle fund interest - $805.09; less General Obligation - $170,700.00). Financing to be issued at this time – $178,100.00. (715716/472-84605/247-132).

n. **Bike Path along the Arkansas River between Central and 13th (Design).** Total Cost - $87,377.24; (plus temporary note financing - $925.29; less idle fund interest - $1,802.53; less Cash Transfer In - $20,000.00; less Transfers In - $64,000.00). Financing to be issued at this time – $2,500.00. (785004/472-83179/390-136).

o. **Parking Lot Improvements – Westside Athletic Field (Construction).** Total Cost - $442,231.63; (plus temporary note financing - $1,683.59; plus idle fund interest - $2,584.78; less Transfers In - $389,600.00). Financing to be issued at this time – $56,900.00. (785097 & 785098/472-84714/397-216).

PARTIAL STATEMENTS OF COST:

p. Partial Estimate of Cost for improving **Seneca, I-235 to 31st Street South (Design)** – Total Cost - $154,700; less financing previously issued - $105,000. Financing to be issued at this time - $49,700. (706892/472-84006/204-358).

q. Partial Estimate of Cost for improving **21st, Waco to Broadway (Design and Construction)** – Total Cost - $2,463,000; less financing previously issued - $1,181,000. Financing to be issued at this time - $1,282,000. (706934/472-84295/205-400).

r. Partial Estimate of Cost for improving **47th Street South, Meridian to Seneca (Design and Construction)** – Total Cost - $175,800; less financing previously issued - $139,400. Financing to be issued at this time - $36,400. (706935/472-84296/205-401).

s. Partial Estimate of Cost for improving **Meridian, 47th Street South to 31st Street South (Design and Construction)** – Total Cost - $2,570,200; less financing previously issued - $712,400. Financing to be issued at this time - $1,857,800. (706944/472-84302/205-410).

t. Partial Estimate of Cost for improving **Meridian, Pawnee to Orient (Design and Construction)** – Total Cost - $681,600; less financing previously issued - $566,000. Financing to be issued at this time - $115,600. (706945/472-84309/205-411).

u. Partial Estimate of Cost for improving **Int. Transportation System Traffic Signals (Design and Construction)** – Total Cost - $1,515,926; less State Operating Grants - $156,728; less Federal to State Revenues - $794,182; less other County aid - $5,316; less financing previously issued - $348,300. Financing to be issued at this time - $211,400. (706960/472-84446/206-426).

v. Partial Estimate of Cost for improving **Harry, Turnpike to Rock Road (Design and Construction)** – Total Cost - $172,600; less financing previously issued - $142,600. Financing to be issued at this time - $30,000. (706969/472-84577/207-435).

w. Partial Estimate of Cost for improving **2007/2008 Sidewalk and Wheelchair Ramp (Construction)** – Total Cost - $471,600; less financing previously issued - $457,000. Financing to be issued at this time - $14,600. (706971/472-84604/207-437).

x. Partial Estimate of Cost for improving **21st Street from K-96 to 159th Street East (Design and Construction)** – Total Cost – 9,569,730; less Federal to State revenues - $6,541,342; less KDOT reimbursements - $528,388; less financing previously issued - $0. Financing to be issued at this time - $2,500,000. (706973/472-84636/207-439).

y. Partial Estimate of Cost for improving **Central and Tyler Intersection (Construction)** – Total Cost - $2,831,499; less KDOT reimbursements - $749,812; less Federal to State Revenues - $49,687; less financing previously issued - $329,000. Financing to be issued at this time - $1,703,000. (706974/472-84655/208-440).

z. Partial Estimate of Cost for improving **21st Street Landscaping, I-135 to Hillside (Construction)** – Total Cost - $143,100; less financing previously issued - $20,300. Financing to be issued at this time - $122,800. (706975/472-84728/208-441).

aa. Partial Estimate of Cost for improving **37th Street North, Tyler to Maize (Design and Construction)** – Total Cost - $2,379,600; less financing previously issued - $1,772,400. Financing to be issued at this time - $607,200. (706977/472-84693/208-443).

bb. Partial Estimate of Cost for improving **2008 Traffic Signal Program (Design and Construction)** – Total Cost - $326,600; less financing previously issued - $251,000. Financing to be issued at this time - $75,600. (706979/472-84720/208-444).

cc. Partial Estimate of Cost for improving **I-135 Bike Path, McAdams to Grove (Design and Construction)** – Total Cost - $134,600; less financing previously issued - $99,900. Financing to be issued at this time - $34,700. (706982/472-84740/208-447).

dd. Partial Estimate of Cost for improving **Harry, Greenwich to 127th Street East (Design)** – Total Cost - $277,800; less financing previously issued - $175,700. Financing to be issued at this time - $102,100. (706986/472-84696/208-451).

ee. Partial Estimate of Cost for improving **119th Street West, Pawnee to Kellogg (Design)** – Total Cost - $134,400; less financing previously issued - $23,400. Financing to be issued at this time - $111,000. (706988/472-84694/208-453).

ff. Partial Estimate of Cost for improving **Oliver, Harry to Kellogg (Construction)** – Total Cost - $4,910,470; less Federal to State Revenues - $3,698,701; less KDOT LPA - $11,769; less financing previously issued - $1,000,000. Financing to be issued at this time - $200,000. (706993/472-84749/208-458).

gg. Partial Estimate of Cost for improving **Eastbank River Corridor, north of Douglas (Design and Construction)** – Total Cost - $194,400; less financing previously issued - $83,700. Financing to be issued at this time - $110,700. (706994/472-84767/208-459).

hh. Partial Estimate of Cost for improving **West Street, Maple to Central (Construction)** – Total Cost - $6,050,121; less Federal to State Revenues - $277,021; less financing previously issued - $2,183,000. Financing to be issued at this time - $3,590,100. (706995/472-84761/208-460).

ii. Partial Estimate of Cost for improving **17th and Hillside Intersection (Construction)** – Total Cost - $2,062,599; less Federal to State Revenues - $1,304,599 less financing previously issued - $130,000. Financing to be issued at this time - $628,000. (706996/472-84766/208-461).

jj. Partial Estimate of Cost for improving **South Broadway Streetscapes (Construction)** – Total Cost - $15,500; less financing previously issued - $0. Financing to be issued at this time - $15,500. (706998/472-84775/209-463).

kk. Partial Estimate of Cost for improving **K-96 and Hoover Interchange (Design and Construction)** – Total Cost - $104,800; less financing previously issued - $19,800. Financing to be issued at this time - $85,000. (706999/472-84780/209-464).

ll. Partial Estimate of Cost for improving **47th, I-135 to Broadway (Construction)** – Total Cost - $1,107,800; less reimbursements - $0; less financing previously issued - $722,000. Financing to be issued at this time - $385,800. (707004/472-84795/209-469).

mm. Partial Estimate of Cost for improving **2009 Street Rehab Program (Construction)** – Total Cost - $100,000; less financing previously issued - $0. Financing to be issued at this time - $100,000. (707006/472-84815/209-471).

nn. Partial Estimate of Cost for improving **Meridian, 71st Street South to 47th Street South (Construction)** – Total Cost - $72,300; less financing previously issued - $0. Financing to be issued at this time - $72,300. (707009/472-84839/209-474).

oo. Partial Estimate of Cost for improving **Greenwich, Harry to Kellogg (Construction)** – Total Cost - $512,733; less Federal to State Revenues - $174,533; less financing previously issued - $0. Financing to be issued at this time - $338,200. (707010/472-84863/209-475).

pp. Partial Estimate of Cost for improving **2009 Traffic Signal (Construction)** – Total Cost - $28,700; less financing previously issued - $0. Financing to be issued at this time - $28,700. (707012/472-84869/209-477).

qq. Partial Estimate of Cost for improving **Harry and Broadway Intersection (Design and Construction)** – Total Cost - $16,000; less financing previously issued - $0. Financing to be issued at this time - $16,000. (707013/472-84880/210-478).

rr. Partial Estimate of Cost for improving **Pawnee and Broadway Intersection (Design and Construction)** – Total Cost - $30,700; less financing previously issued - $0. Financing to be issued at this time - $30,700. (707014/472-84881/210-479).

ss. Partial Estimate of Cost for improving **Harry and Woodlawn Intersection (Design and Construction)** – Total Cost - $11,000; less financing previously issued - $0. Financing to be issued at this time - $11,000. (707015/472-84882/210-480).

tt. Partial Estimate of Cost for improving **21st Street Overpass between Broadway and I-135 (Design)** – Total Cost - $139,100; less financing previously issued - $116,600. Financing to be issued at this time - $22,500. (715706/472-84312/245-122).

uu. Partial Estimate of Cost for improving **Hillside Bridge at Gypsum Creek (Design and Construction)** – Total Cost - $1,303,764; less KDOT Reimbursements - $898,764; less financing previously issued - $390,000. Financing to be issued at this time - $15,000. (715711/472-84395/246-127).

vv. Partial Estimate of Cost for improving **21st Street Bridge at Ark River (Construction)** – Total Cost - $1,989,908; less KDOT Reimbursements - $1,507,257; less Federal to State Revenues - $7,651; less financing previously issued - $451,000. Financing to be issued at this time - $24,000. (715713/472-84569/247-129).

ww. Partial Estimate of Cost for improving **25th Street Bridge over the Little Ark River (Construction)** – Total Cost - $1,024,758; less Federal to State Revenues - $778,058; less financing previously issued - $96,700. Financing to be issued at this time - $150,000. (715715/472-84595/247-131).

xx. Partial Estimate of Cost for improving **Chisholm Creek Tributary #5 Bridge (Construction)** – Total Cost - $243,700; less financing previously issued - $0. Financing to be issued at this time - $243,700. (715720/472-84834/249-136).

yy. Partial Estimate of Cost for improving **Broadway Bridge at 34th Street South (Design)** – Total Cost - $10,000; less financing previously issued - $0. Financing to be issued at this time - $10,000. (715721/472-84830/249-137).

zz. Partial Estimate of Cost for improving **Bridge Inventory and Appraisal (Design)** – Total Cost - $10,000; less financing previously issued - $0. Financing to be issued at this time - $10,000. (715722/472-84855/249-138).

aaa. Partial Estimate of Cost for improving **River Corridor (Design and Construction)** – Total Cost - $19,024,300; less Federal to State Reimbursements - $0; less financing previously issued - $4,459,000; less Transfer in - $10,938,000. Financing to be issued at this time - $3,627,300. (706556/472-82799/405-209).

Agenda Item No. XII-6a

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena Tim McGraw (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 Mike Sandbo is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Tim McGraw June 11, 2010 7:00 am – June 12, 2010 2:00 am

- William Street, St. Francis to Commerce Street
- Commerce Street, William to Waterman

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

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

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

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

Agenda Item No. XII-6b

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena Michael Buble (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 Mike Sandbo is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Michael Buble June 23, 2010 7:00 am – June 24, 2010 2:00 am

- William Street, St. Francis to Commerce Street
- Commerce Street, William to Waterman

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

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

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

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

Agenda Item No. XII-6c

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena REO Speedwagon (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 Mike Sandbo is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

REO Speedwagon July 13, 2010 7:00 am – July 14, 2010 2:00 am

- William Street, St. Francis to Commerce Street
- Commerce Street, William to Waterman

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

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

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

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

Agenda Item No. XII-6d

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena Joel Osteen (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 Mike Sandbo is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Joel Osteen July 16, 2010 7:00 am – July 17, 2010 2:00 am

- William Street, St. Francis to Commerce Street
- Commerce Street, William to Waterman

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

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

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

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

Agenda Item No. XII-6e

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena Rascal Flatts (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 Mike Sandbo is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Rascal Flatts July 22, 2010 7:00 am – July 23, 2010 2:00 am

- William Street, St. Francis to Commerce Street
- Commerce Street, William to Waterman

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

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

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

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

Agenda Item No. XII-7a

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Agreement for Traffic Signal Timing/Phasing Optimization, Traffic Data Collection and Performance Measures (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

- -

Recommendation: Approve the agreement.

Background: On June 16, 2009, the City Council approved the Energy Efficiency and Conservation Block Grant application, part of the American Recovery and Reinvestment Act (ARRA), through the United States Department of Energy. One of the projects awards was a $560,000 grant to improve traffic synchronization.

Analysis: The Staff Screening and Selection Committee met on April 26, 2010, to interview four consultants (Olsson Associates, PB Americas, Traffic Engineering Consultants, & TranSystems). The committee selected the team of Traffic Engineering Consultants based on their experience and abilities in all aspects of the scope of the project. The proposed agreement between the City and Traffic Engineering Consultants provides for traffic signal timing/phasing optimization, traffic data collection and performance measures for the City of Wichita.

Financial Considerations: Payment to Traffic Engineering Consultants for the agreement will not exceed a fee of $150,000. The costs will be funded entirely by the Department of Energy block grant, which the City Council approved on June 16, 2009.

Goal Impact: This project addresses the Efficient Infrastructure goal by upgrading the City's traffic signal system.

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

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

Attachments: Agreement.

CONTRACT
for
PROFESSIONAL SERVICES FOR TRAFFIC SIGNAL TIMING/OPTIMIZATION, DATA COLLECTION AND PERFORMANCE MEASURES

THIS CONTRACT entered into this 8th day of June, 2010, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called **"CITY"**, and **TRAFFIC ENGINEERING CONSULTANTS, INC.** located at 6000 S. Western, Suite 300, Oklahoma City, Oklahoma 73162, Telephone Number (405) 720-7721 hereinafter called **"CONTRACTOR"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited proposal for Professional Services for Traffic Signal Timing/Optimization, Data Collection and Performance Measures (Formal Proposal – FP030015); and

WHEREAS, CONTRACTOR 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. CONTRACTOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP030015, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP030015, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation. CITY** agrees to pay to **CONTRACTOR** a **not to exceed fee of $150,000.00** for the Professional Services for Traffic Signal Timing/Phasing Optimization, Data Collection and performance Measures for the Public Works Department / Engineering Division as per **Exhibit B** - the proposal, plans, specifications, addenda and Contractor's **proposal** of March 26, 2010 and as approved by the City Council on June 8, 2010.

3. **Term.** The completion date of this contract shall be **December 31, 2011.** 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 **CONTRACTOR.**

4. **Indemnification and Insurance.**

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

5. **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws. CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **CONTRACTOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination. CONTRACTOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration**. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or **CONTRACTOR** represents the he or she is duly authorized by the contractor or **CONTRACTOR** to execute this contract, and that the contractor or **CONTRACTOR** has agreed to be bound by all its provisions.

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

ATTEST:

Janis Edwards
Deputy City Clerk

CITY OF WICHITA, KANSAS

Carl G. Brewer
Mayor

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

TRAFFIC ENGINEERING CONSULTANTS, INC.

Todd E. Butler
Signature

Todd E. Butler
Print Name

President
Title (President or Corporate Officer)

EXHIBIT A

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

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

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

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor

reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors 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 Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor 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.

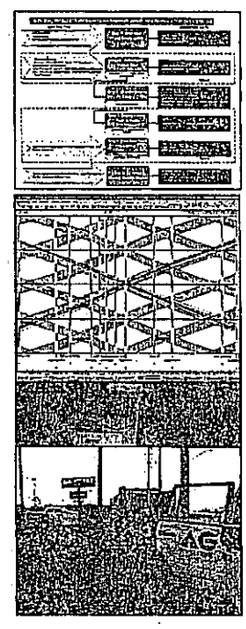
EXHIBIT B

CITY OF WICHITA, KS

PROFESSIONAL SERVICES FOR TRAFFIC SIGNAL TIMING/PHASING OPTIMIZATION, DATA COLLECTION AND PERFORMANCE MEASURES

TRAFFIC
ENGINEERING
CONSULTANTS

Albeck Gerken, Inc.
TRANSPORTATION ENGINEERS



Responsible Office:
Traffic Engineering Consult.
6000 S. Western, Ste 300
Oklahoma City, OK 73162

Contact Person:
Steve Hofener, P.E., PTOE
Tel (405) 720-7721
Fax (405) 720-9848
Shofener@tecokc.com
www.tecokc.com
www.albeckgerken.com

March 25, 2010

Melinda Walker, Purchasing Manager
Finance Department
City Hall, 12th Floor, 455 N. Main
Wichita, KS 67202

Dear Ms. Walker and Members of the Selection Committee:

Traffic Engineering Consultants, Inc. (TEC) has teamed with Albeck Gerken, Inc. (AGI) and is respectfully submitting our proposal for the Traffic Signal Timing/Phasing Optimization, Data Collection and Performance Measures Project. We are excited about the opportunity to work with the City of Wichita on this high profile and important project. Our experience, commitment, service, and understanding of the project objectives meet and exceed all requirements both stated and unstated in the request for proposals. TEC will serve as the Prime Engineer and AGI will assist as a sub to TEC.

We are proud to present to the City of Wichita a project team that has:

- Extensive expertise in traffic signal system retiming projects across the country as well as unsurpassed experience in the instruction of these activities to public agency personnel. *We teach what we do and we do what we teach.*
- The data collection equipment (intrusive and non intrusive); traffic signal controller hardware; traffic analysis software (Synchro and Tru-Traffic); to ensure accurate data collection, precise timing plan database development, smooth implementation and fine-tuning, and robust performance measurement of project activities.
- An outstanding track record in signal timing project success, led by our Project Manager. A review of the last 19 retiming projects, *completed in the last three years and by our current staff*, has resulted in an average Benefit to Cost ratio of 50:1 (with a range of 34 to 114).

We use a combination of modeling (Synchro) and arterial travel time study software (Tru-Traffic with GPS interface) to develop, implement and fine-tune system timing patterns. The combination of modeling results and field measured data offers a comprehensive analysis of the implementation performance so that robust performance metrics can be developed, including a Benefit to Cost ratio analysis for each corridor. Recently we added CO_2 emissions as a reportable metric based on fuel consumption reductions.

We believe the implementation phase is critical to the success of a signal re-timing project and we have a track record of smooth deployments due to our experience with all traffic control system platforms.

Thank you for considering our proposal, we look forward to demonstrating our technical skills and expertise to the review committee as well as conveying our passion for this type of work.

Sincerely,

Todd E. Butler

Todd E. Butler, President, P.E., PTOE
Traffic Engineering Consultants, Inc.

1.0 Scope of Work

1.1 Review Existing City Synchro Model/SimTraffic Simulation

The team will review the City's existing conditions Synchro model (city-wide) to verify that it has the appropriate data and is properly calibrated to begin signal timing/phasing optimization for the locations being optimized. A key component of the model is its ability to interface with the central system software being deployed. The team will work with city staff to identify the best method of interface between the Synchro Model with the MIST® central system and provide guidance and recommendations as to any changes that need to be made. The team will make any changes to the Synchro model necessary and provide it to the City for their import to the central system. We have assumed that the Synchro model phase numbers, geometric configurations, and pertinent data are accurate with the local controllers and intersection conditions. The team will identify the inconsistencies in the model associated with the central system software and propose an appropriate node numbering system, upload and download parameters, and other items necessary to automate as much as possible interfacing the model with the central software. A procedures deliverable will include recommendations in these areas.

If data sets and/or configurations need to be modified, the team will work with City staff to determine what changes are necessary at this time and what changes should be made in the future to match the model to the central system. City staff will make the changes recommended with the guidance of the team.

The team will examine the City's SimTraffic simulation model for specified corridors to assure that the network is properly calibrated and validated to field conditions. The team will work with the City regarding any changes that are needed for calibration purposes to the SimTraffic simulation model.

Required Deliverables:

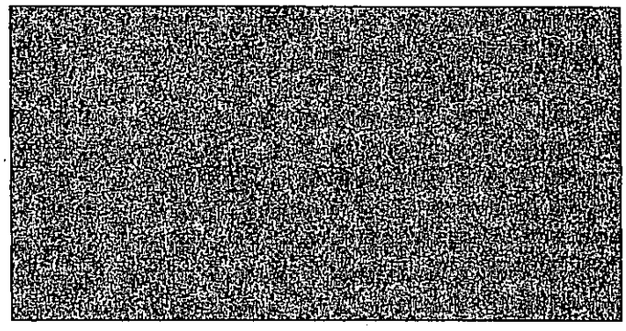
- *Recommended node numbering system, phase numbering system, and procedures to interface the Synchro/SimTraffic models with the Central Software*
- *Electronic Synchro/SimTraffic Network Files for the specified corridors*

1.2 Data Collection

The team will either collect the traffic data or assist the City in collecting traffic count data including 24-hour approach volumes, and peak hour turning movement volumes at intersections as designated by the City. To properly time a corridor, traffic count data is necessary for each intersection in the system. The cost proposal provides two options to the city on a per intersection basis if the team is asked to collect the data. Option 1 identifies the need to count the arterial for 7 days with mechanical counters in strategic locations. It also outlines a more extensive turning movement scheme with several additional hours counted. This method would assure proper timing for all seven days of the week. It is the method that will be covered in the training sessions.

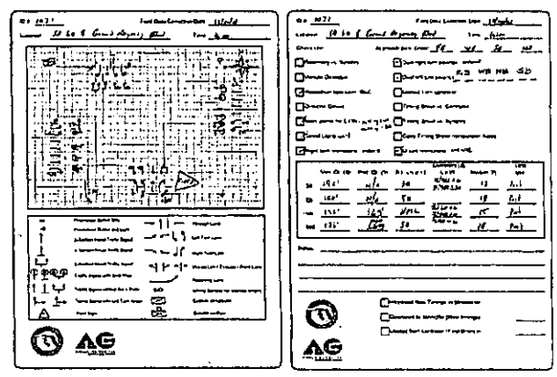
An Option 2 is also presented which is consistent with the hours requested in the Request for Proposals (RFP) and needed to calculate the timing plans as requested in the RFP. This method includes counting each approach to the intersection for a 24 hour period. It also includes a 2 hour a.m. peak hour turning movement count, a 2 hour noon peak hour count and a 2 hour p.m. peak hour count. A speed data

(85th percentile) speed study will be also be conducted for each approach to the intersections requested. A physical inventory of the intersection for both optimization and other uses will be made at the intersection including digital pictures. The team working with the City will define standard intersection data collection requirements. The data will be provided in an electronic format, as well as a hard copy, as requested by the City.



The collected traffic data will be loaded into the city's Synchro model and a phasing alternative analysis will be conducted. The phasing alternatives will include left turn phasing and protected/permissive alternatives if used at the intersection. The team will provide a list of "Potential Items to Address" for the selected locations including a discussion of possible phasing improvements related to coordinated systems.

A traffic signal warrant analysis will be conducted for the intersection based on the approach 24 hour volumes using the "PC Warrants for Windows" software program



Required Deliverables:

- *Physical Inventory Data Sheet (Including Approach Photographs)*
- *Traffic Count Data and Speed Data (City of Wichita preferred format)*
- *"Potential Items to Address" Document*
- *Signal Warrant Analysis*

1.3 Signal Timing/Phasing Optimization

The team will input all collected data into the Synchro models and conduct an optimization of the selected corridor, including development of timing plans based on the traffic data and option selected. At a minimum, the following plans will be developed.

- Morning (AM)
- Off peak (Noon)
- Evening (PM)

It is assumed for each corridor selected, the team will be asked to collect the necessary traffic data or it will be collected and provided after training by the city for each intersection in the system.

In addition, Special Event/Emergency plans will be developed by increasing the cycle length and providing as much of the extra time as possible to the main corridor through movements. Three Special Event/Emergency plans will be developed (one favoring each direction of travel and one providing for bidirectional progression) as requested in the RFP in Option 1. The resulting timings should improve traffic progression along the corridors, decrease overall intersection delay, decrease fuel consumption, and reduce greenhouse gas emissions.

The team will review the local controller timings as required to aid in proper implementation. Recommendations will be made as to what parameters are important for local timings in the controller as related to the coordinated system. The team will provide an electronic phasing/timing output that can be downloaded to the 2070 controllers (SEPAC) from a remote location. The timings can then be uploaded into the MIST® database to update the system database if communications have been established with the local controller. The team will work with City staff to train them on the proper software processes and procedures for performing signal timing/phasing optimization on the selected intersections.

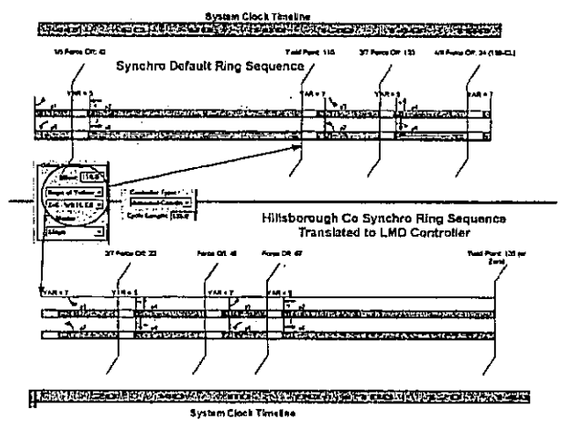
Required Deliverables:

- *Electronic Synchro/SimTraffic Network Files*
- *Electronic Phasing/Timing Output for download to 2070 Controllers (SEPAC)*
- *Signal Optimization Training Course (8 hour maximum) and follow up training session (4 hour maximum (as needed)*

1.4 Document Standards and Procedures

The team will document the City's signal timing standards and optimization procedures, or assist the City in developing each. This will assure consistency in how the City and/or any consultant support approaches signal timings. Parameters to define would include:

- Volume and inventory data collection
- Calculation of change intervals (yellow, all red)
- Standard cycle length/cycle length range
- Minimum lengths for thru green, LT green and pedestrian WALK phases
- Actuation parameters (extension times, etc.)
- Direction on lead/lag left turns and head display treatments
- Optimization process
- Coding/managing Synchro network
- Coding of controller parameters



These parameters will be documented in a guidelines document initially, and then updated at the end of the project based on any changes in practice that occur during the first round of optimization/implementation.

Required Deliverables:

- *City of Wichita Signal Timing/Phasing Standards and Optimization Procedures Guidelines Document (Electronic format and 3 Hard Copies)*

1.5 System Configuration and Implementation

The team will work with the City (and their consultant providing technical support for MIST®) to provide any assistance needed for integrating the newly developed signal phasing/timing plans with the MIST® system. This task includes developing the procedures to implement the timing plans requested.

1.6 Field Review and Adjustment

The team will field review the optimized signal operations *immediately* after implementation. The review is to validate that the timings are operating as designed and to adjust for minor variations between the models predicted operation and actual field conditions. Field adjustments will be made and documented.

We believe the implementation phase is critical to the success of a signal re-timing project and we have a track record of smooth deployments due to our experience with all traffic control system platforms. *Understanding this, we would prefer to focus appropriate attention not only on the classroom and software training, but on how to properly fine-tune a coordinated traffic signal system using Tru-Traffic and good traffic operations judgment.*

Required Deliverables:

- *Recommended Timing Revisions*
- *Red-Lined Timing Plans and Final Timing Outputs*

1.7 Performance Management

A before/after study of the designated corridor will be performed to determine the level of improvement. This will include three travel time runs for each time period selected. The outcome will be a comparison of intersection delay, network delay, and the indentified MOE's for the before and after conditions. The team will determine and document reductions in travel time along the selected corridors, overall intersection delay, network delay, and reduction in fuel consumption, to derive a benefit/cost ratio for each corridor. Before and after Greenhouse Gas emissions will be estimated using Synchro's fuel consumption metrics and based on the EPA published conversion rates, as well as include explanations regarding the results.

Required Deliverables:

- *Measures of Effectiveness Summary (will be included in Summary Report)*

1.8 Prepare Summary Report (Each Corridor)

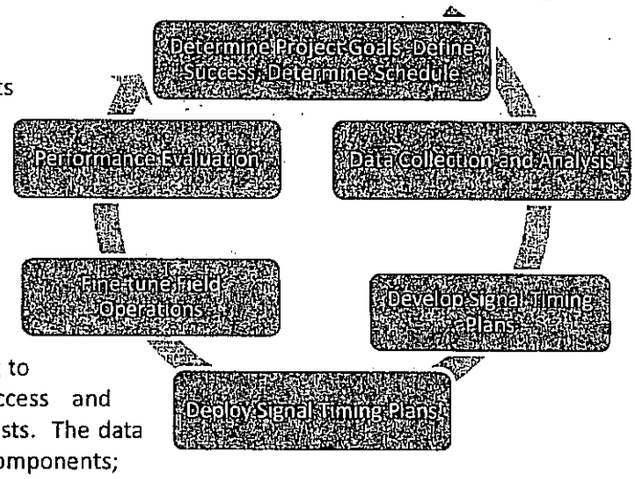
As a final step, the results of the optimization and performance benefits along the corridor will be documented in a Summary Report. The Summary Report will include sections such as (but not limited to): Introduction; Data Collection; Existing Operation; Potential Items to Address; Optimization Analysis; Project Implementation and Benefits; Recommended Enhancements and Appendices. This will also include preparation of a short brochure/marketing piece that introduces the program and highlights the benefit/cost data for selected corridors, as a way to build public and governmental support, and to support future grant applications.

Required Deliverables:

- *Draft and Final Summary Reports (Electronic format and 3 Hard Copies)*
- *Field Adjusted Electronic Synchro/SimTraffic Files (Existing and Optimized Conditions)*
- *Field Adjusted Electronic Phasing/Timing Output for Download to 2070 Controllers (PDF for Summary Report)*

2.0 Approach and Schedule

2.1 Approach to the Project



Our approach to typical signal retiming projects follows six steps, each one integral to the other but flexible enough to allow for scope flexibility. Although the goal of this project is to transfer the knowledge to city staff, this process is the backbone of a good corridor retiming plan program.

The graphic to the right illustrates each step in the process. It starts with a productive kickoff meeting to include specific corridor issues, defining success and determining efficient avenues to reduce project costs. The data collection phase is where we inventory all system components; develop system counts; turning movement counts based on seasonal needs, and develop an understanding of the system saturation level so that we can properly handle excessive demand in our traffic models.

The system counts will indicate the required number of patterns and transition times and in some cases may require separate Friday plans in addition to weekend plans. Option 2 delineates the traffic data collection process for generating additional timing plans. Although, the RFP does not require additional week day and week end plans, the team will educate staff on how to determine the need for such plans. We use a combination of Synchro and Tru-Traffic to model and develop our timings for each pattern. However, developing timings is more than running analysis software, it is maximizing the controller capabilities, using these capabilities to ensure minimal pattern transition, proper pedestrian programming, and in general using controller features to move traffic and minimize delay. When available, based on the system, we utilize the coordination diagnostic tools which test each pattern to ensure any potential coordination failures are identified and corrected prior to implementation.

Finally, we convert all pattern data to electronic versions so when we show up to implement we can download the data electronically to save time and ensure no data handling errors occur. This seemingly small step eliminates the jurisdiction from having to support us. We make a clear distinction between timing deployment and fine-tuning to ensure the controllers are operating correctly prior to any fine-tuning. We use Tru-Traffic to conduct these steps by driving the corridor and checking offsets. Finally, after the fine tuning is completed, we conduct the after runs and compile all data and analysis in a concise report including a benefit to cost ratio, safety analysis, and any operational capacity improvements. To accomplish this task, the city will need to provide the system software to the team for implementation.

2.2 Understanding of the Scope

Our approach outlined above is exactly in line with the identified scope of services provided in the request for proposals. The approach identifies the steps consistent with the RFP to retime a single intersection within a coordinated system. The cost proposal for signal timing reflects the costs associated with each intersection selected. Additional intersections can be added by multiplying the cost per intersection by the total number of intersections.

The following section will *identify some high points* of an enhanced retiming process that the team has found successful. The city will be trained in these techniques.

Data Collection Phase

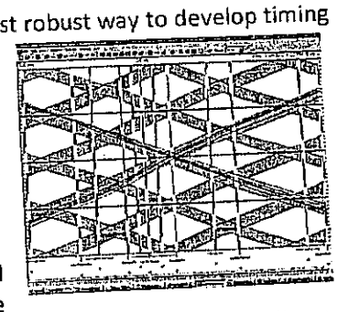
- We typically obtain seven day system counts at multiple locations along arterials near a ratio of 4:1, for every 4 intersections, 1 set of directional seven day system counts. This information is used to identify hourly the fluctuations in traffic volumes and helps identify the number of patterns necessary for a good coordinated system.
- We attempt to obtain as many intersection Turning Movement Counts (TMC) on the same day as possible. One way to achieve this is using Miovision video collection units (VCUs). Manual counting is also acceptable. The City may not be use with this technology platform and if not, then traditional manual TMC methods will be used. The same desire applies in that we desire to have TMCs reflect the same day versus across multiple days.
- We conduct intersection field reviews to produce a useful conditions diagram (using a wheel to measure clearance distances) and inventory as well as testing the intersection detection (vehicle and pedestrian). This ensures any malfunctioning equipment can be fixed prior to implementing new timings.
- We upload all existing timings to ensure the correct database is being used.

Analysis Phase

- An issue that will have to be addressed is the proper handling of overcapacity intersection movement volumes. The data collection team will be instructed to identify each period and what movements are overcapacity (and thus not be fully served). This information is crucial to capture since ***we desire to develop timing plans based on demand traffic, not served traffic***, as would be the case if we simply counted the stop bar traffic movements. Use of proper growth factors in Synchro can easily address these issues.
- Available crash data will be evaluated to determine if a trend or higher than expected crash type is occurring at the signalized intersections. In some cases, phasing changes can all but eliminate certain types of crashes.
- Post processing of Synchro and SimTraffic data will be conducted using Excel; this is a powerful way to consolidate the potentially overwhelming amount of analysis.

Timing Development Phase

- The first task we accomplish is determining the initial schedule based in large part using the seven day approach counts. This determines what patterns need to be developed and what the transition times will be.
- Using Synchro in conjunction with Tru-Traffic is currently the most robust way to develop timing plans and patterns. Synchro is used to develop the cycle lengths, splits and initial offsets. Logical cycle length constraints need to be utilized as well as understanding the optimization objective functions in Synchro. Albeck, Gerken, Inc. is the certified instructors for Trafficware, the developer of Synchro, They are fully knowledgeable of the program's benefits and shortcomings.



- The initial timing database is then transferred, via the Universal Traffic Data Format (UTDF) tool, to Tru-Traffic and offsets are refined using the time space diagram and optimization function in Tru-Traffic. According to

Greg Bullock, the developer of Tru-Traffic, Albeck Gerken, Inc. has the most licensed copies of Tru-Traffic among private companies. TEC has licensed copies as well and an extensive knowledge of the use of the program.

Implementation Phase

- The pattern data developed in the previous phase are then programmed into the appropriate controller database. If available, based on the ATMS platform, the Coordination Diagnostic tool is used to ensure each pattern will operate without coordination errors. Extensive use of checklists ensures this tedious task is completed within our quality assurance guidelines.
- The scheduled day of implementation is staffed accordingly and we show up with the electronic databases ready to download either via the ATMS or local controller direct connects. No effort is required of the Local Maintaining Agency staff.
- Each pattern is observed for proper operation without exception and we stay until all patterns are fine tuned to District standards and meet all project goals.

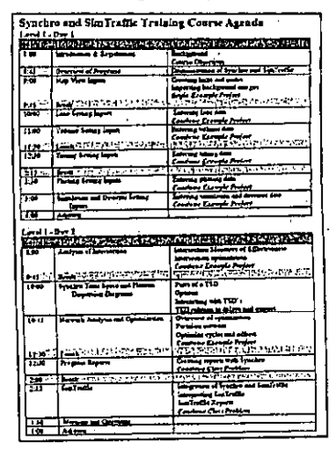
Performance Evaluation Phase

- Properly modeling the timing changes ensures the project performance can be accurately documented. A concise but robust report is provided that documents all data collected, tasks performed, results obtained and any recommendations for improvement, both operational and safety related.
- A Benefit to Cost ratio analysis based on the AASHTO guidelines is provided.
- The traffic operations engineering industry is moving toward having our ATMS platforms provide the before/after analysis. We will work with the MIST® vendor and utilization whatever ATMS capabilities are available.
- Another emerging technology is the use of Bluetooth MAC address reading devices. We are currently in the procurement phase of purchasing this platform and would anticipate having it available for your projects.

2.3 Training Plan

Albeck Gerken, Inc. with TEC's assistance shall provide an eight (8) hour initial signal optimization training course to City of Wichita staff. This initial class will include the following topics:

- Overview of Signal Timing
- Data Collection
- Local Intersection Timing Concepts
- Coordinated Signal System Concepts
- Traffic Models and Calibration (Synchro, SimTraffic, Tru-Traffic)
- Timing Plan Implementation and Evaluation (using Tru-Traffic)


Synchro and SimTraffic Training Course Agenda

Albeck Gerken, Inc. will prepare a class workbook and handouts for the class participants. In addition, Albeck Gerken, Inc. will develop appropriate slides and visuals for the class presentation and class participants will be provided with a disk of class projects.

Shortly after the course, the team will work with City staff to optimize a local signalized intersection that is adjacent to other signalized intersections. The tasks performed as a team effort between City Staff the consultant will include:

- Obtain accurate measurements of the intersection layout (field measurements, aerials, plan sheets)
- Gather traffic volume data for the time periods of interest
- Review existing signal timing plan(s)
- Perform before travel runs with Tru-Traffic as appropriate
- Review and update the existing Synchro model as needed
- Extract appropriate measures of effectiveness (MOEs) from Synchro and SimTraffic before model (delays, queues, fuel, emissions, etc.)
- Discuss and determine the appropriate optimization objectives (minimize delays and stops, provide/maintain coordination, clear critical queues, etc.)
- Optimize the intersection with Synchro and manual adjustments
- Test optimized timing plans with SimTraffic prior to field implementation
- Adjust timings based on SimTraffic simulations
- Enter timing plan in MIST® database and download to field
- Observe plan in the field and adjust as needed (use Tru-Traffic to verify timing as appropriate)
- Adjust Synchro model based on any field adjustments
- Perform after travel runs with Tru-Traffic as appropriate
- Extract after MOEs from Synchro and SimTraffic model
- Document before vs. after model and field results to illustrate benefits of signal timing

Following the optimization of the signal or signal system, Albeck Gerken, Inc. with TEC's assistance, will provide a follow-up training session of four (4) hours. This session will review and discuss the lessons learned during the signal timing project.

Concurrent with the above tasks, the team will develop a City of Wichita Signal Timing/Phasing Standards and Optimization Procedures Guidelines document. This document will be a stand-alone document that can be used by City Staff for years after the project close-out.

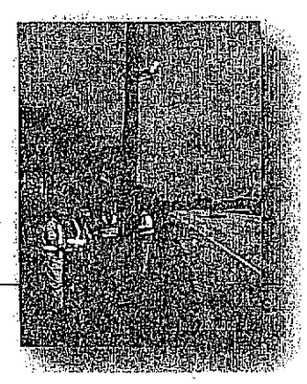
The ultimate goal of the project is to leave the City of Wichita with the tools and skills to be self sustainable with the tasks outlined above.

2.1 Software and Equipment

The team will use the Synchro 7, SimTraffic 7 software modeling packages for the project. The City developed Synchro model will be used and modified as necessary. The team will work with City staff to implement the designed signal timing plans via the MIST® software.

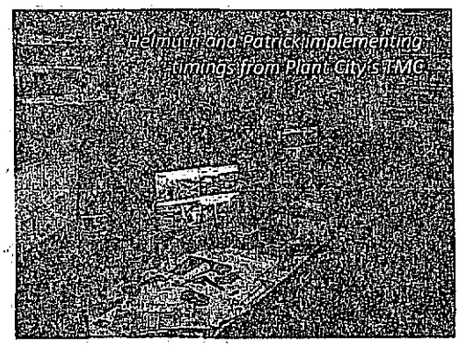
In addition, the Tru-Traffic GPS based software will be used. This tool is used for before and after travel time studies via a GPS in a test vehicle. The software will also create time-space and platoon dispersion diagrams of the coordinated systems. Given that the software uses a GPS that the user syncs with the signal system, it is also an invaluable tool to verify that the designed signal timing has been implemented in the field. Other potential software and equipment that is available and could be used include:

- Miovision Video Collection Units
- Wavetronix HD microwave detectors
- Jamar Count boards
- Jamar Tube Counters



In addition to industry standard data collection equipment mentioned above, if traffic data collection is requested for more than a single intersection, TEC working with Albeck Gerken, Inc. has 14 Miovision Video Collection Units to obtain Turning Movement Counts as well as portable Wavetronix HD units to collect segment counts. The combination of these two technologies enables the team to collect all volume data within the same week (specifically approach counts and turning movement counts) *without being in the roadway*. This represents a major reduction in risk exposure, streamlines project timelines by eliminating the delay between approach counts and turning movement counts, and provides for a more robust analysis of the traffic stream (volume, speed, occupancy and classification by lane) as well as providing an audit trail in the case of the Miovision video files.

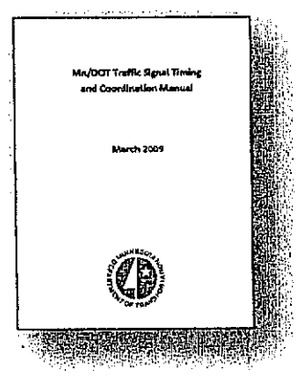
In the fall of 2009, Jeff Gerken presented a technical paper on Innovations in Data Collection to the Florida Section of ITE which documents the accuracy of both Wavetronix and Miovision platforms.



2.2 List of Deliverables

The following is a list of the items that the team will provide for the training:

- Instructors for intro signal timing course
- Course workbook and handouts
- CDs with all applicable classroom files
- Staff to work side-by-side with City Staff to develop actual signal timing optimization plans
- Report documenting the benefits of the signal timing optimization project
- City of Wichita Signal Timing/Phasing Standards and Optimization Procedures Guideline



2.3 Availability and commitment of resources

The following table summarizes key staff availability and projected workload. The takeaway of this table is *we are available and have the resources to make your project our priority.*

Steve Hofener	TEC	50%	70%
Jeff Gerken (JG)	AGI	65%	40%
Todd Butler	TEC	70%	30%
John Albeck (JA)	AGI	70%	40%
Michael Hofener	TEC	75%	50%
Wayne Russell	TEC	80%	40%
Scott Laxton (SL)	AGI	75%	60%
Bryan Guy (BG)	AGI	75%	60%
Hau Liu	TEC	60%	70%
Helmuth Arens (HA)	AGI	80%	50%
Anthony Nanwani (AN)	AGI	80%	50%
Brian Gerken (BGG)	AGI	50%	40%

3.0 Qualifications and Experience

3.1 Company Background

Traffic Engineering Consultants, Inc. (TEC) is a multi-purpose transportation engineering firm comprised of skilled professionals, highly qualified to perform consulting work. The company has extensive experience in coordinated traffic signal systems and the timing of those systems. It has always been on the leading edge of evaluation technology and tools in the field of traffic signal timing.

The firm was originally formed in May 1984 as a one person firm. It has since grown to 12 full time individuals and 6 part time individuals with offices in Tulsa and Oklahoma City. There are 5 licensed engineers all with PTOE certification. Steve Hofener (Kansas License # 10657) and Todd Butler (Kansas License # 18710) are both licensed to practice engineering in the state of Kansas. TEC also has a Kansas Certificate of Authorization # E1150. There are two additional EIT's soon to be licensed.

The company is a specialized company in the field of Traffic Engineering. Three of the licensed engineers have worked for Cities and brings that special understanding and expertise to the project. One of the engineers worked for the Oklahoma Department of Transportation.

The firm designed, implemented, and timed one of the first citywide closed loop systems in the Midwest. Since that time, the firm has assisted numerous municipalities in the design, installation, and operation of closed loop systems, main frame computer systems, and more recently Client/Server systems. The firm is currently working with the City of Oklahoma City in upgrading their entire 700+ traffic signal system to a wireless mesh Client/Server system. We are also working with the City of Edmond, Oklahoma on a complete communications plan, and ultimate change out of their entire traffic system to a Client/Server base system.

TEC has acquired the skill and knowledge required to solve complex transportation planning and design issues. TEC has extensive regional transportation planning and design experience in Oklahoma, Arkansas, Texas, Kansas, Missouri, Louisiana, New Mexico, Nebraska and Colorado.

Each of the five (5) registered professional engineers offer knowledge of the ever changing field of traffic/transportation planning and design. The key employee's backgrounds provide experience related to state and municipal employment. This background provides a better understanding of the process of project development, design and completion most firms are unable to offer. Resumes of key personnel are included later in the proposal.

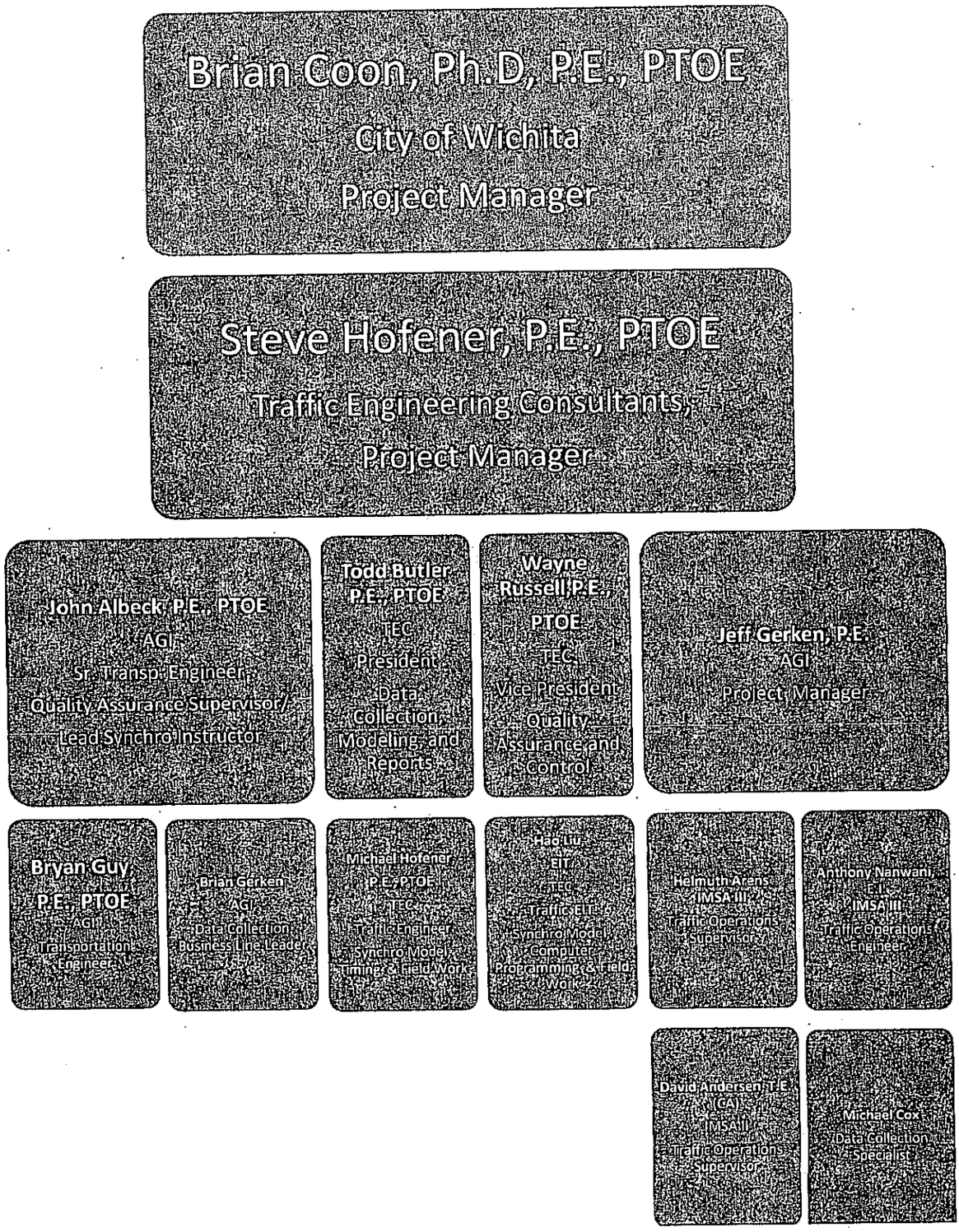
Albeck Gerken, Inc. (AGI) is a professional transportation engineering consulting firm specializing in traffic operations engineering, transportation analysis, traffic engineering instructor services, and ITS/ATMS Services. The firm was started in 2000 by Jeff Gerken and John Albeck and has steadily grown with offices in Tampa, Omaha, and Virginia Beach. Albeck Gerken, Inc. is registered to do business as Naztec ITS in certain states, allowing us to work closely with Naztec, Inc. on ATMS projects throughout the country. Albeck Gerken, Inc. engineers are skilled not only with Naztec controllers and software, but with virtually all other traffic control systems and hardware. Albeck Gerken, Inc. engineers are also advanced users of Synchro/SimTraffic and Tru-Traffic.

Albeck Gerken, Inc. has become one of the most experienced companies in the country specializing in the implementation of traffic signal systems. Perhaps most important is the specific experience and capabilities of the staff proposed for the project, which will consist largely of personnel that are currently completing similar project assignments and are mobilized to continue providing timely and efficient services consistent with the City of Wichita's requirements. This staff brings a balanced combination of skills and practical experience that are ideally suited to the requirements of this project. They have participated in a wide range of related projects and have demonstrated ability in traffic engineering, traffic operations, computer technology, electronic hardware and the implementation of computerized traffic surveillance and control system projects. We feel confident that the staff proposed for this project can provide the required services to the complete satisfaction of the City of Wichita.

3.2 Organization Structure

Traffic Engineering Consultants, Inc. will serve at the Prime Consultant for the project. The Oklahoma City office is located 2 hours from Wichita and will serve for the day to day contact. The firm has been in business for 26 years and will be around for many years to come to assist the City of Wichita.

Albeck Gerken, Inc. has multiple offices. It utilizes a task organization mentality for each project centered on regional locations. This allows it to assign personnel based on their strengths and geographic location, therefore reducing travel costs. The following graphic illustrates our proposed team for this project.


Brian Coon, Ph.D, P.E., PTOE
City of Wichita
Project Manager
Steve Hofener, P.E., PTOE
Traffic Engineering Consultants,
Project Manager
John Albeck, P.E., PTOE
AGI
Sr. Transp. Engineer,
Quality Assurance Supervisor/
Lead Synchro Instructor
Todd Butler, P.E., PTOE
TEC
President
Data Collection, Modeling, and Reports
Wayne Russell, P.E., PTOE
TEC
Vice President
Quality Assurance and Control
Jeff Gerken, P.E.
AGI
Project Manager
Bryan Guy, P.E., PTOE
AGI
Transportation Engineer
Brian Gerken
AGI
Data Collection Business Line Leader
Michael Hofener, P.E., PTOE
TEC
Traffic Engineer
Synchro Model, Timing & Field Work
Has Ltd
EIT
TEC
Traffic Eng.
Synchro Model, Computer Programming & Field Work
Helmuth Arens
IMSA III
Traffic Operations Supervisor
Anthony Nanwani, EIT
IMSA III
Traffic Operations Engineer
David Andersen, T.E. (CA)
IMSA III
Traffic Operations Supervisor
Michael Cox
Data Collection Specialist

3.3 Number of Employees

All personnel shown in the organization chart are anticipated to work on your project at various times. There are additional employees of each firm that will be used on an as needed basis. Key personnel and the descriptions of the tasks they will work on are provided in the following section. Resumes of the key staff are located in the Appendix.

3.4 Project Team

Steve Hofener, P.E. PTOE is our proposed Project Manager and will be responsible to the City of Wichita for all aspects of your project. He will coordinate all activities on the project. He will be involved with all aspects of the project including timing and field adjustments.

Steve is a licensed Professional Engineer in 5 states including Kansas. He is a certified Professional Traffic Operations Engineer. He has extensive municipal experience both as the Chief Traffic Engineer for the City of Oklahoma City and as a consultant for the past 26 years. He is the founder and an owner of Traffic Engineering Consultants, Inc.

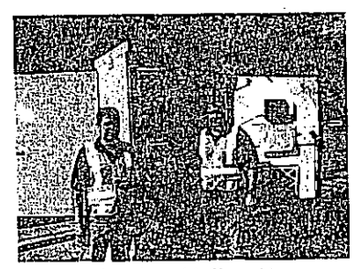
Steve holds a Bachelor of Science Degree in Civil Engineering from Oklahoma State University and a Masters of Engineering in Transportation from Texas A&M University. He is a registered Professional Engineer in the states of Oklahoma, Texas, Arkansas, Missouri and Kansas.

Steve has taught Traffic Engineering at the University of Oklahoma as an Adjunct Professor.

Steve has worked for the Oklahoma State Highway Department in Rural Design and Urban Design. He worked for both the Texas Transportation Institute (a nationally known transportation research firm) and the Texas Engineering Extension Service (a professional engineer teaching branch of Texas A&M). He has published several articles in the transportation field.

Steve is a Past President of the Institute of Transportation Engineers and currently serves as the Chair of the Professional Certification Board, which governs and administers the certification programs for the Institute of Transportation Engineers.

Jeff Gerken, P.E., PTOE will serve as the principal in charge of the Albeck Gerken, Inc. firm's activities. He will also be involved in most tasks of the project.



Helmuth and Jeff working on a Naztec TS2 cabinet

Jeff is a licensed Professional Engineer, a certified Professional Traffic Operations Engineer, and a certified IMSA Level II Traffic Signal Technician. Jeff is a hands-on engineer who manages and performs technical work on traffic operations engineering and ATMS projects exclusively and is experienced with standards of practice concerning traffic operations. Jeff is a Trafficware certified Synchro Instructor and has instructed over 50 Synchro courses, both for Trafficware and as an extension instructor for the University of California Institute of

Transportation Studies. He is the Mn/DOT Traffic Signal Timing and Coordination Co-instructor, having completed 6 course offerings since 1999. He routinely makes presentations to industry groups on topics such as signal timing and data collection. Mr. Gerken is the President of Albeck Gerken, Inc. and will ensure proper resources and trained personnel are assigned to your project.

Todd Butler, P.E. PTOE will serve in the areas of data collection, model building and review. He has extensive experience in these areas. Todd is currently President of Traffic Engineering Consultants, Inc.

Todd is licensed in 6 states including Kansas. He is certified as a Professional Traffic Operations Engineer. Todd has been an engineer with the firm since January 1988 and is currently an owner. He has extensive experience in traffic signal design, traffic impact studies, traffic planning and all other aspects of traffic engineering. His duties include project management on projects ranging from small traffic studies to large design/analysis projects. Prior to employment with TEC, Mr. Butler was employed as the Acting Chief Traffic Engineer for the City of Oklahoma City. He supervised all activities of the Traffic Management Division. During this term he also served as Secretary to the Traffic Commission. Before functioning as their Chief Traffic Engineer he was employed as a Traffic Engineer. His assignments included all facets of design/engineering.

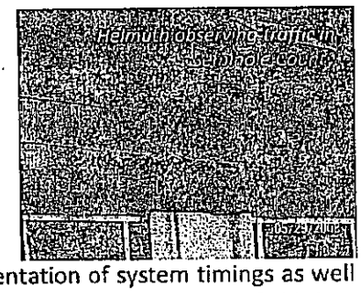
John Albeck, P.E., PTOE with AGI will serve as the **Lead Synchro Instructor** for this project. John has over 20 years of experience in transportation engineering and has extensive teaching experience. John provides technical support and is the lead instructor for Trafficware, providing training to various public agencies and private consultants throughout North America on the Synchro traffic analysis package. In addition, John has been involved in courses involving signal timing fundamentals, traffic controller programming, traffic signal design, just to name a few. John has been the primary Technical Support professional for Trafficware since 1999 and has been instrumental in guiding the development of new Trafficware products.

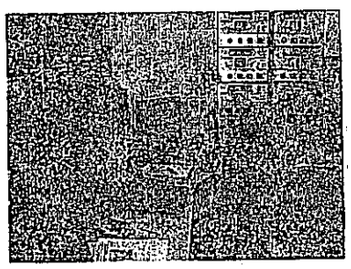
Wayne Russell, P.E. PTOE with TEC will serve in an oversight role in the areas of Quality Assurance and Control. Wayne is a Licensed Engineer in 3 states. He is a certified Professional Traffic Engineer. He currently is an owner in TEC.

Wayne has been involved in transportation/traffic engineering since 1985 and has experience in traffic impact studies as well as the design of construction plans for traffic signals, street lighting, construction traffic control, signing and striping and signal timing projects.

He spent 10 years with the Traffic Engineering Division of the Oklahoma Department of Transportation. His responsibilities included the supervision of all in-house design projects, checking consultant plans, monitoring the status of all in-house and consultant design projects, writing specifications and special provisions, and conducting engineering studies. He was directly responsible for the design of traffic signal, highway lighting, construction traffic control, signing and striping plans. Other responsibilities included approving shop drawings and material brochures, representing the Traffic Engineering Division at plan-in-hand meetings, final inspections and various other meetings with local municipalities, state and federal personnel, as well as evaluating new materials and procedures to be used in design projects. He has worked in the consulting field since 1996 with TEC.

Scott Laxton (Traffic Operations Engineer) with AGI is a licensed Professional Engineer in Kansas. He recently joined our team and will be part of the corridor retiming efforts. He has over 12 years of experience in the transportation engineering field. **Bryan Guy, P.E., PTOE (Transportation Engineer) with** AG I will support the timing staff with Synchro expertise, especially post processing and report generation activities. **Helmuth Arens (Traffic Operations Supervisor)** with AGI has substantial experience and is well acquainted with LMD, Peek, Econolite, Eagle/Siemens, Naztec, Traconex, and McCain controllers, as well as MIST®, ACTRA, I2, StreetWise, ATMS.now, LM System, and QuikNet ATMS softwares. He is an expert user of Synchro Studio 7 and Tru-Traffic. Helmuth often gets requests to train jurisdiction and local personnel on travel time and delay studies using Tru-Traffic. Helmuth is responsible for supervising timing teams, intimately involved with the development and implementation of system timings as well as the performance and review of all travel time runs and field data collection. Helmuth is a certified IMSA III Traffic Signal Field technician. **David Andersen, E.I. (Traffic Operations Engineer)** with AGI is a licensed California Traffic Engineer. David is a lead timing engineer on many of our projects and has experience in Naztec controllers and ATMS platforms. **Anthony Nanwani, E.I. (Traffic Operations Engineer)** with AGI also has substantial experience and is well acquainted with LMD, Peek, Naztec, Traconex, and McCain controllers, as well as MIST®, StreetWise, ATMS.now, LM System, and QuikNet ATMS softwares. He is an expert user of Synchro Studio 7 and Tru-Traffic.

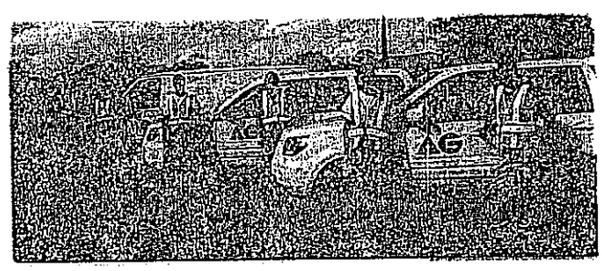




Michael Hofener, P.E., PTOE with TEC will assist with the modeling and review and field implementation of the timing changes. He has specialized in signal timing for the past 4 years. He has worked throughout the state of Texas and Oklahoma on signal timing projects. He has 6 years experience.

Hao Liu, EIT with TEC will assist in the modeling process and is available for software development if necessary. He has specialized skills in computer programming and has written many programs for TEC to automate many activities within the firm. One example is a program that converts data easily between TruTraffic, Synchro, and specialized timing sheets that are used by TEC in development of Traffic Signal timing plans.

Our team of timing engineers assigned to this project will be responsible for coordination of traffic data collection, and will ensure field inventory collection is performed by our technicians properly. Anthony is a certified IMSA III Traffic Signal Field technician. **Brian Gerken (Project Administrator and Data Collection Line Business Leader)** with AGI will be supporting the administrative aspects of the project from contract negotiations to invoicing. He is the company's Business Manager and has significant experience in quality assurance programs and oversees our data collection business line, specifically our integration of non-intrusive, portable data collection technologies. **Michael Cox (Data Collection Specialist)** with AGI will support any data collection efforts including field reviews and volume



studies. Several additional highly trained and experienced personnel are available to support your project if additional resources are required.

For our team of experienced individuals, it's not just about depth of staff, but about depth of training and resources. We implement interoperability to the greatest extent. Simple items like the proper cables for controller direct connect are provided to all timing engineers so that when issues arise we can quickly continue to implement the project. *One of our key differentiators is that we make signal timing implementation easy on our clients by being thoroughly prepared and committed to our client's success. We require no assistance on programming or implementation tasks but encourage client participation if desired.*

3.5 Experience on Similar Projects

Traffic operations engineering is the focus of both firms. Both firms have traffic signal system retiming projects ongoing at all times and we have trained staff to support these efforts. The following outlines some of our recent traffic signal system retiming projects for the following clients:

TEC

- Traffic Signal Design and Traffic Signal Project at the intersections of Tecumseh Rd. with 36th Avenue NW, Interstate Drive West and the I-35 NB Ramps – The project included the design of the traffic signals and the implementation of a new interconnect timing plans at nine traffic signal locations along 12th Avenue East in the City of Norman. Norman is using the Econolite Centracs sytem.
- Traffic Signal timing project for Robinson Avenue. This project is also in the City of Norman. TEC was asked to develop traffic signal timing plans to address oversaturated intersections along Robinson Avenue. The project included timing for 7 intersections including a high volume diamond interchange.
- Signal Timing Project for the City of Bentonville Arkansas. The City of Bentonville Arkansas contracts with TEC on an annual basis to coordinate and retime 21 intersections along three major corridors in the city. Bentonville is using a Siemens Actra system that is deployed and maintained by the Arkansas State Highway and Transportation Department for northwest Arkansas. TEC is the only firm authorized outside ASHTD to work on the system due to its proven track record and extensive experience.
- Rogers Avenue in Fort Smith Arkansas. TEC was retained to redesign and upgrade all signals on the busiest corridor in Fort Smith Arkansas along Rogers Avenue. The project included 21 intersections and two master systems. As part of the project, TEC developed signal timing plans, implemented the plans and field adjusted the plans. The system is an Econolite system.
- U.S. 71 signal coordination project in Fort Smith, Arkansas. TEC was retained by the City of Fort Smith, Arkansas to retime a 7 signal system along a 50 MPH state highway in Fort Smith Arkansas. The original timing plans were developed and deployed on a PEEK system. The City of Fort Smith subsequently changed out the system to an Econolite system and TEC was retained to retime the Econolite system.
- City of Edmond Oklahoma ITS project. TEC as part of a team developed a Systems Review and Deployment report for the City of Edmond Oklahoma. The city currently uses closed loop Traconex systems and is in the process of developing a plan to implement a new citywide system. The report addressed functional requirements for the new system, technology needed, and a plan to create a combination of a wireless mesh system with fiber optics. The city will go to a Client/Server system with many ITS components including Video. The design project should

occur within the next 6 to 12 months. The project will coordinate approximately 125 intersections.

- City of Oklahoma City ITS project. The City of Oklahoma City has deployed the largest wireless mesh system in the United States. The city has over 725 signalized intersections. There is wireless communications with all traffic signal locations. The City retained TEC as their consultant to evaluate central systems and select the appropriate system to install. The process is underway utilizing a Request for Proposals from suppliers. The team includes city staff from the Traffic Engineering, Traffic Maintenance, and IT departments. The process includes field tests of selected systems. A system should be selected by June and the first phase underway by midsummer that will include a minimum of 100 intersections. TEC has been involved throughout the process, has timed all of the test intersections (16) and will be involved in the field test evaluation and selection of the successful bidder.

AGI

- Hillsborough County Signalized Intersection Timing Update Program (SITUP). We have retimed over 20 corridors in addition to responding to citizen timing complaints for the County. We also conduct all database conversions to move from LMD controllers to the Naztec 980s. We supported Super Bowl XLIII in Tampa by implementing event timings for all affected County traffic signals and manning the event until all traffic dissipated. SITUP involves coordination with Hillsborough County as well as FDOT D7. Our consultant evaluation is 99.93% (out of 100%). *Ed Albritton, Hillsborough County, 813 307-1870*
- FDOT D7. Our most significant task assignment to date has been SR 60 in Brandon, one of the largest corridors in the district, which included implementation of lead/lag by time of day resulting in a major retiming success with a Benefit to Cost ratio of 114:1. In early we implement new timings in Plant City and operate the system under Traffic Responsive Pattern Selection mode of operation. We recently completed a task assignment to develop a district retiming model that will prioritize the retiming of all D7 systems. We received a 5.0 (perfect score) for all areas of our contract performance evaluation. *Mark Hall, FDOT District 7, 813 975-6247*
- FDOT D2 (sub consultant although Engineer of Record and responsibility for 70% of scope items). So far we have retimed SR10 in Lake City, SR 16 in St. Augustine, SR 116 in Jacksonville, and A1A in Jacksonville. *Glenn English, P.E., FDOT District 2, 904 360-5643*
- Brevard County. Completed retiming of 7 systems (most were state routes) over several years including the implementation of traffic responsive pattern selection mode of operation on Wickham Road. *Doug Mihalich, Traffic Operations Manager, 321 633-2077*
- City of Sarasota Citywide retiming. The project involved all steps of the process from data collection to implementation of three major systems as well as multiple isolated intersections totaling 108 intersections in 2008. The project was a success by all accounts and involved the City, Sarasota County, and FDOT D1. *David Hegel, City of Sarasota, 941 954-4180*
- Across the country we are currently working in Virginia Beach, VA and Norfolk, VA on city wide retiming programs; several corridors in Sacramento County, CA; and Sugar Land, TX to name a few.

The table below summarizes some recent projects and the Benefit to Cost ratios attained. Traffic signal retiming projects provide an excellent return on investment for our public works dollars. It is important to note that all of the listed projects were *completed in the last few years using current staff.*

Seminole Co.	5	71	Naztec TS2/ATMS.now	na	JG, HA, AN, BG, RZ, SA
Brevard Co.	7	56	Naztec TS2/ATMS.now	44:1	JG, HA, AN, BG, RZ, SA
City of Melbourne	2	20	Naztec TS2/ATMS.now	40:1	JG, HA, AN, RZ, SA
Hillsborough Co.	20	220	LMD, Naztec TS2/ATMS.now	64:1	JG, HA, AN, BG, RZ, SA
City of Sarasota	4	108	Peek/CLMATS	27:1	HA, AN, BG, RZ, SA
FDOT D7	1	24	LMD, Naztec TS2/ATMS.now	114:1	JG, HA, AN, BG, RZ, SA
FDOT D2	3	47	170, 2070, Econolite, Naztec TS2	38:1	JG, HA, AN, BG, RZ, SA
Virginia Beach, VA	5	118	Naztec TS2/ATMS.now	36:1	JG, BG, RZ, SA
Norfolk, VA	1	27	170/BiTrans	27:1	AN, BG, RZ, SA
Elk Grove, CA	1	17	Naztec 2070/ATMS.now	na	JG, HA, BG
Citrus Heights, CA	1	16	Naztec TS2/ATMS.now	na	JG, HA, AN, BG
Roanoke, VA	3	33	Traconex, Naztec TS2/ATMS.now	64:1	HA, AN, BG, RZ, SA
Sugar Land, TX	9	98	Naztec TS2/ATMS.now	57:1	HA, AN, BG, RZ, SA
FDOT D5	7	48	Eagle/Siemens, Naztec TS2/ATMS.now	na	JG, HA, AN, PO, RZ, SA, RD, FTE DT

3.6 Quality Control/Quality Assurance (QC/QA)

A quality project is at the foundation of our teams success in the past and into the future. Safety and quality represent our top company focus.

The team's traffic signal timing plans are completely designed, developed, tested and deployed by skilled personnel. The team recognizes the responsibility for the timing product resides with each of our team members, who are assigned quality assurance functions, ensuring responsibility for planning, coordinating and assessing all quality and workmanship issues pertaining to each task of this project. Integration of specialized and cross-trained employees creates an environment that efficiently critiques the quality of each project task. In addition, an internal feedback loop improves the overall product The City of Wichita will receive. Final product will be reviewed by Wayne Russell as an independent pair of eyes to assure quality.

There are a variety of internal auditing activities dependent upon the specific process being reviewed. Task checklists include documenting activities such as review, observation, analysis, verification, test, and action. The quality assurance and process control tasks throughout processing provide the validation necessary to completely assure a successful retiming project.
The traffic signal timing plans are completely designed, developed, tested and deployed by skilled personnel. We recognize the responsibility for the timing product resides with each of our team

members. All employees are assigned quality assurance functions, ensuring responsibility for planning, coordinating and assessing all quality and workmanship issues pertaining to each task of this project. We have found through experience, integration of specialized and cross-trained employees creates an environment that efficiently critiques the quality of each project task. In addition, an internal feedback loop improves the overall product that the City of Wichita will receive.

There are varieties of internal auditing activities dependent upon the specific process being reviewed. Task checklists may include documenting activities such as review, observation, analysis, verification, test, and action. This critique facilitates a coordinated quality effort to best ensure functionality of the end product in the hands of the ultimate user of the product. The quality assurance and process control tasks throughout processing provide the validation necessary to completely assure a successful retiming project.

There is no substitute for field experience. Downloading of a single parameter to the field that is incorrect can cause a traffic signal to go into flash. Quality measures such as when and how timing parameters are downloaded are key to a transparent and successful project. The team has this experience. Timing of lead/lag phasing, how transition can occur and many other factors can cause field operational problems including phase skipping. All systems also have their idiosyncrasies. The team has worked with your central system and controllers in other environments and understands the idiosyncrasies. The vast experience this team brings to the project can avoid many of these pitfalls that less experienced individuals may encounter. We have the experience, equipment, and technical expertise assuring a quality project.

3.7 Dun & Bradstreet DUNS Number

Traffic Engineering Consultants, Inc. DUNS number is 131057523
Albeck Gerken, Inc. DUNS number is 128630162

3.8 Litigation History and Legal Requirements

Traffic Engineering Consultants, Inc., certifies, by submission of this proposal, that neither the company nor any of our principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Albeck Gerken, Inc. certifies, by submission of this proposal, that neither the company nor any of our principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

4.0 Client References

Listing of past projects with similar attributes:

We encourage you to contact each of these references and discuss their experiences with the team.

Client	Contact Person	Address	Telephone Number	E-mail
Traffic Engineering Consultants, Inc.				
City of Norman, OK	Angelo Lombardo Traffic Engineer	201 W. Gray Norman, OK 73070	405-366-5327	angelo.lombardo@normanok.gov
City of Fort Smith, AR	Stan Snodgrass City Engineer	623 Garrison Ave. Fort Smith, AR 72902	479-784-2356	snodgrass@FortSmithAR.gov
City of Edmond, OK	Tom Minnick Transp. Planner	P.O. Box 2970 Edmond, OK 73083	405-348-8830	tom.minnick@ci.edmond.ok.us
City of Bentonville, AR	Brad Conley Traffic Signal Tech	117 West Central Bentonville, AR 72712	479-271-3188	bconley@bentonvillear.com
City of Okla. City, OK	Dennis Haikin Traffic Engineer	420 W. Main Okla. City, OK 73102	405-297-3729	dennis.haikin@okc.gov
Albeck Gerken, Inc.				
Mn/DOT	Jerry Kotzenmacher, Office of Traffic, Safety and Technology	1500 West County Road B2 Roseville, MN 55113	(651) 234-7054	jerry.kotzenmacher@state.mn.us
• March 2006 – present, Term Contract for Training and Training Manual Development. Held previous multi-year contacts from 2000-2006. • Developed, modified and instruct classes on Signal fundamentals, operations and design • Developing an ITS Design Manual and course • Other courses include Roadway Lighting, Signing and Intersection Control Evaluation • Highly praised as model classes by others throughout the US (including references by the FHWA)				
Trafficware	David Husch, Synchro inventor			
• Lead technical support for Synchro and SimTraffic since January 1999 • Research methods and procedures for Trafficware software • Assist in the development of Trafficware models • Documentation of Trafficware models				
Various attendees to Synchro Classes				

• Providing Synchro training to cities, counties, states and consultants since 1998 • Nearly 200 courses since 1998 to over 2000 participants • Highly evaluated class by course participants and sponsors • Classes are very practical with hands-on applications				
Hillsborough County, FL	Ed Albritton, ITS and Signal Timing Manager	County Center, 23rd Fl. 601 E. Kennedy Blvd. Tampa, FL 33602	(813) 307-1870	albrittone@hillsboroughcounty.org
• April 2005-present, Signalized Intersection Timing Update Program (SITUP) • Traffic signal system retiming (data collection, analysis, pattern development, implementation, fine-tuning, performance evaluation), over 20 systems retimed • Respond to traffic operations complaints from citizen or Board of Commissions • Controller database conversions (LMD to Naztec) • Supporting cabinet change over to Naztec and subsequent retiming to be operated under Traffic Responsive control when communications and cabinets complete				
Seminole County, FL	Charles Wetzel, P.E., PTOE Assistant County Traffic Engineer	140 Bush Loop Sanford, FL 32773	(407) 665-5686	cwetzel@seminolecountyfl.gov
• April 2006-present (projects assigned as funding is available) • SR 426, SR 417, US 17-92, SR 46, SR 436 Retiming project • Traffic signal system retiming (data collection, analysis, pattern development, implementation, fine-tuning, performance evaluation) • Anticipate working on Adaptive Traffic Control project to be implemented in summer 2010				
FDOT D7	Jim Stroz, P.E. Assistant District Traffic Engineer	719 S. Woodland Blvd. MS 3-562 DeLand, FL 32720	(386) 943-5312	jim.stroz@dot.state.fl.us
• September 2009-present (projects assigned on re-occurring basis), District wide contract • SR 426 (8 intersections), SR 434 (8 intersections), SR 436 (10 intersections), SR 434 (8 intersections), 17/92 (7 intersections), all implemented during the spring 2010 • Traffic signal system retiming (data collection, analysis, pattern development, implementation, fine-tuning, performance evaluation)				
Brevard County, FL	Doug Mihalich, County Traffic Operations Manager	580 Manor Drive Merritt Island, FL 32952	(321) 455-1440	doug.mihalich@brevardcounty.us
• April 2006-present (projects assigned as funding is available) • SR 520, US 1, Minton Road retiming projects, Wickham Road ITS project (traffic responsive control implementation) • Traffic signal system retiming (data collection, analysis, pattern development,				

	implementation, fine-tuning, performance evaluation)			
FDOT D7	Mark Hall, Traffic Operations Group	11201 N. Malcolm McKinley Drive Tampa, FL 33612	(813) 975-6247	mark.hall@dot.state.fl.us
• Summer 2008 - 2013 (projects assigned annually), District wide contract • Traffic signal system retiming (data collection, analysis, pattern development, implementation, fine-tuning, performance evaluation) • SR 60 retiming project (24 intersections), first district project to successfully implement sequence changes by time of day				
FDOT D2	Glenn English, P.E. Asst. District Traffic Operations Engineer	2198 Edison Ave. Jacksonville, Florida 32204	(904) 360-5643	Glenn.English@dot.state.fl.us
• Fall 2008 - 2013 (projects assigned annually), District wide contract • Traffic signal system retiming (segment data collection, analysis, pattern development, implementation, fine-tuning, performance evaluation) • Retiming projects include: SR 10 (17 intersections), SR 16 (17 intersections), and SR 116 (13 intersections) completed in 2009 • A1A in Jacksonville completed in February 2010				

5.0 Project Costs

In accordance with the Request for Proposals, Traffic Engineering Consultants, Inc. offers the following cost proposal. It should be understood that if selected, we will work with the City of Wichita to best optimize the tasks based on the available funding.

5.1 Traffic Signal System Re-timing Cost Estimate

The cost estimate provided below is in two parts. The first part outlines the projected costs for the main components of the study with a total cost. The second portion outlines the projected costs on a per intersection basis. The City can choose to issue a work order by corridor for as many intersections as they choose to include. There are two options shown for the second part. The first option is a turnkey per intersection cost to develop multiple plans as needed for the corridor covering a full 7 days. The second option shows three patterns as requested in the RFP. The cost estimate is negotiable dependent on further definition of the scope of work.

Cost Proposal

Task	Description	Total Cost
1.1 Review Model	Review Existing City Synchro Model/SimTraffic	$5,000
1.3 Signal Timing Task	Training including one 8 hour course and one 4 hour course	$10,250
1.4 Document Stds.	Document Standards and Procedures	$15,000
1.8 Summary Report	Prepare final summary report	$8,000
	Sub-Total	$38,250

In addition to the above costs, the following is the cost per intersection multiplied by the number of intersections to be studied

Signal Timing	Traffic Data Collection, Timing Develop. & Implem. (Per Intersection)	Option 1		Option 2	
Task 1	Project Management	5%	$ 300.00	5%	$ 200.00
Task 2	Data Collection (7-day, bi-directional counts, 6 hour TMC, field review)	25%	$ 1,500.00	25%	$ 1,000.00
Task 3	Timing Development (using Synchro & Tru-Traffic TS/PP)	20%	$ 1,200.00	20%	$ 800.00
Task 4	Deploy Timing Plans (via MIST)	5%	$ 300.00	5%	$ 200.00
Task 5	Fine-tune Timing Plans (using Tru-Traffic TS/PP)	25%	$ 1,500.00	25%	$ 1,000.00
Task 6	Performance Evaluation & Report (including B/C ratio, LOS reports, etc.)	20%	$ 1,200.00	20%	$ 800.00
		100%	$ 6,000.00	100%	$ 4,000.00

The cost per intersection for a Traffic Signal Warrant Analysis $ 500 per intersection

Option 1 is the recommended method of traffic signal timing and includes multiple patterns as necessary for week days and week end patterns
It includes 7-day bi-directional counts, multiple turning movement counts as needed, and multiple timing plans including weekend plans.
It also includes 85 percentile speed studies as needed and the Before and After MOE's.
Training will be based on Option 1

Option 2 is the method requested in the RFP It includes 6 hours of turning movement counts, 24 hour counts and three weekday patterns including the special patterns
It also includes the Before and After MOE's

Additonal Cost Information per intersection for expanded services
Additional intersections can be added as desired at a cost of either $ 6000 for Option 1 or $ 4,000 for Option 2

For example, if the City of Wichita decided to issue a work order for TEC and AG to perform a corridor timing analysis and implementation for a ten intersection corridor turn key using Option 1, the cost would be:

Traffic Data Collection, timing plan derivation, implementation, and field adjustments	10 X $ 6000	$60,000
Traffic Signal Warrant Analysis	10 X 500	$5,000
Total		$66,000

The $ 38,250 project cost would be in addition to the $ 66,000 for a total cost of $104,250.

CITY OF WICHITA
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Easements Across City Owned Property at West Millbrook Park and Auburn Hills Golf Course for the 119th Street West from Kellogg to Maple Improvement Project (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Grant the easements.

Background: On August 4, 2009, the City Council approved funding to acquire right-of-way for a project to improve 119th Street West from Kellogg to Maple. The improvements will consist of widening the two lane road to five lanes. There will be four lanes of traffic and a center two-way turn lane. Landscaping will also be installed within available right of way. Ditches will be replaced with a storm water sewer system and sidewalks will be built along both the east and west side of 119th. The project requires sidewalk and drainage easements over parts of West Millbrook Park and Auburn Hills Golf Course.

Analysis: The project requires easements over the north and south parts of West Millbrook Park as well as the east side of Auburn Hills Golf Course. These include a sidewalk easement and a temporary easement over the north part of West Millbrook Park, which is titled to the Board of Park Commissioners. The sidewalk easement has no impact on any improvements. The temporary easement will allow a drainage swale to be relocated without impacting any trees on the property. A sidewalk easement and drainage easement are required along the southerly portion of West Millbrook Park. Again, the sidewalk easement impacts no improvements. The drainage easement is necessary to allow the construction and maintenance of a subsurface storm water structure. The final easement is a drainage easement located on the west side of 119th in Auburn Hills Golf Course. This easement is necessary to allow the relocation of the existing drainage ditch west of the new road improvements. The easement has no impact on any improvement except a cable fence which will be relocated. On May 17, 2010, the proposed easements were presented to and supported by the Park Board.

Financial Considerations: There is no cost to the City.

Goal Impact: Granting this easement assists in providing efficient infrastructure to support a major new government development.

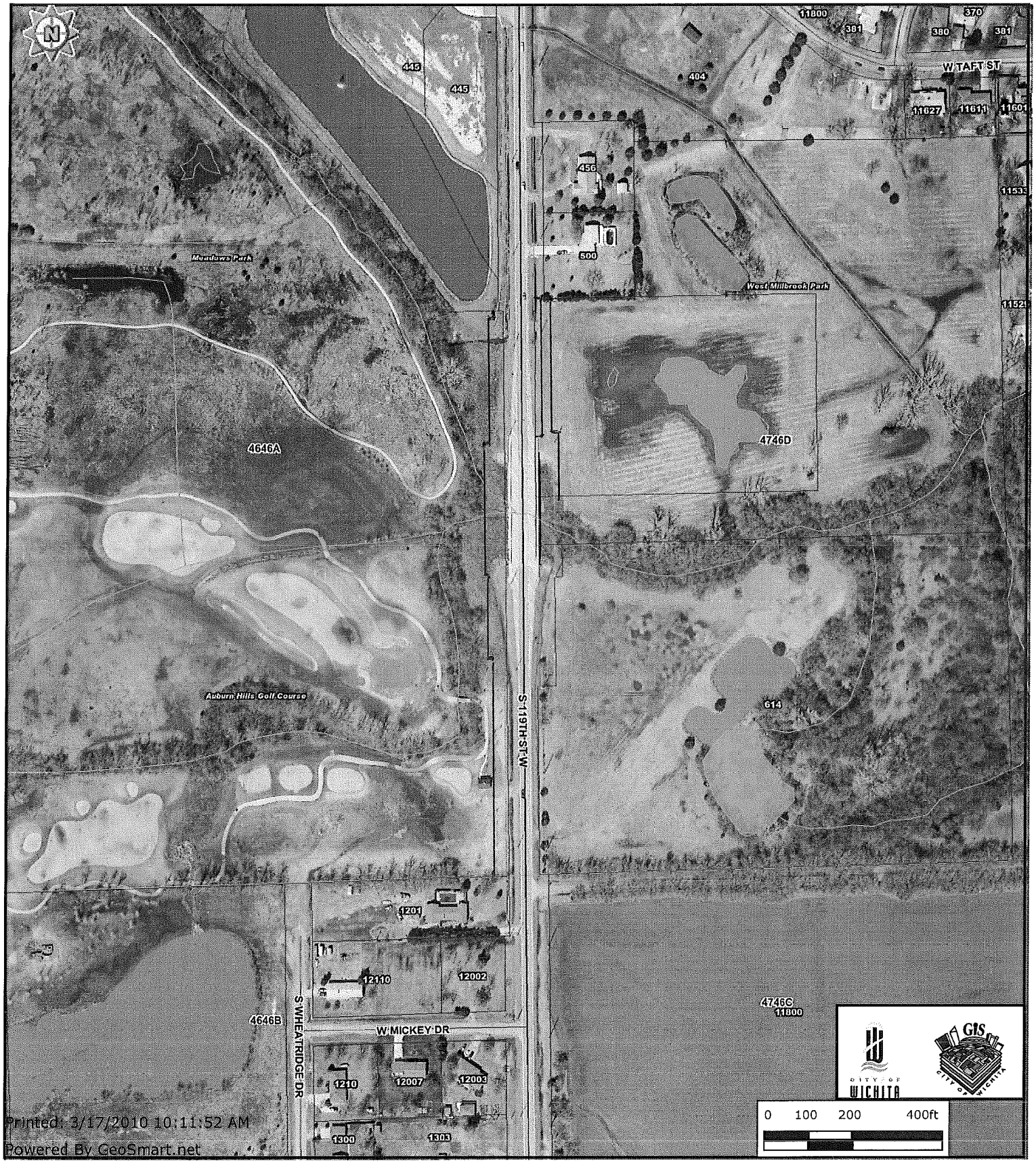
Legal Considerations: The Law Department has approved the easements as to form.

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

Attachments: Easements forms, tract maps and aerials

City 119th Street Road Project

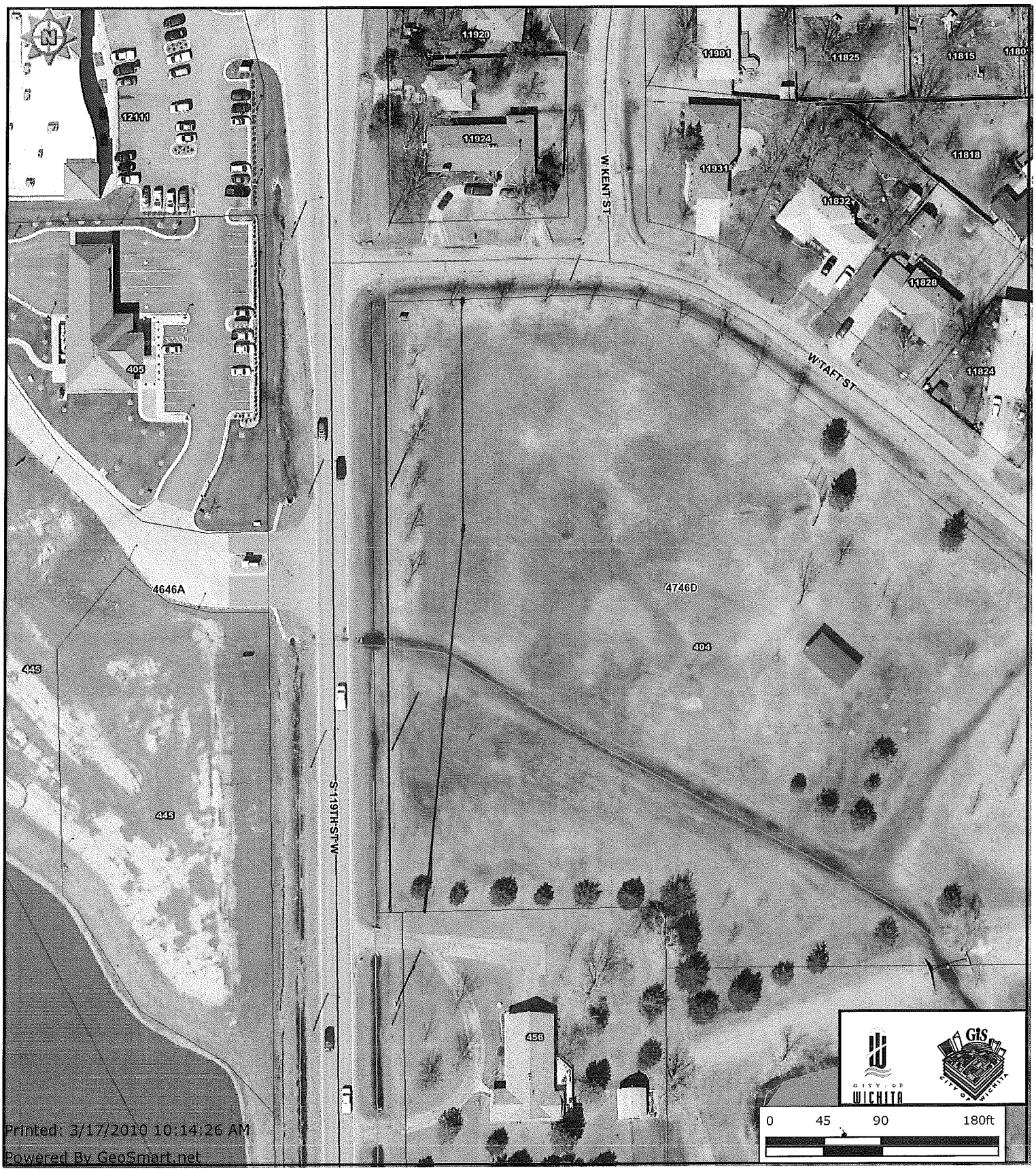
at Auburn Hills Golf Course



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 119th Street Road Project

at Millbrook Park



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.

DRAINAGE EASEMENT

THIS EASEMENT made this _____ day of _____, 2010, by and between, the City of Wichita, Kansas, a municipal corporation and the Board of Park Commissioners, a municipal corporation herein referred to as "Grantors", successors and assigns and the City of Wichita, Kansas, a municipal corporation, herein referred to as "Grantee".

WITNESSETH: That Grantor, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee a perpetual easement for the purpose of constructing, maintaining, and repairing drainage over, along, and under the following described real estate situated in Sedgwick County, Kansas; to wit:

Beginning at a point on the South line of the Northeast Quarter of Section 25, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, and 40 feet West of the East line of said Northeast Quarter; thence West along said South line to a point 72 feet West of said East line; thence North, parallel with said East line, a distance of 500 feet; thence West, perpendicular to said East line, a distance of 8 feet; thence North, parallel with said East line, a distance of 170 feet; thence West, perpendicular to said East line, a distance of 10 feet; thence North, parallel with said East line, a distance of 275 feet; thence East; perpendicular to said East line, a distance of 20 feet; thence North, parallel with said East line, a distance of 270 feet; thence East, perpendicular to said East line, a distance of 20 feet; thence North, parallel with said East line, a distance of 30.46 feet more or less to a point on the South line of Reserve "A", Block A, Thunderbird Office Park, an Addition to Wichita, Sedgwick County, Kansas; thence East, perpendicular to said East line, a distance of 10 feet; thence South, parallel with said East line, to the point of beginning, containing 1.03 acres more or less.

And said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such drainage improvements.

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

City of Wichita, Kansas

_____

By: Carl Brewer, Mayor

Attest:

_____

By: Karen Sublett, City Clerk

Board of Park Commissioners

_____

By: Bryan Frye, President

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by Carl Brewer, Mayor of the City of Wichita, a municipal corporation and Karen Sublett, City Clerk of the City of Wichita, Kansas, a municipal corporation for and on behalf of said corporation.

_____

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by Bryan Frye, President of the Board of Park Commissioners a municipal corporation for and on behalf of said corporation.

_____

Notary Public

My Commission Expires: _____

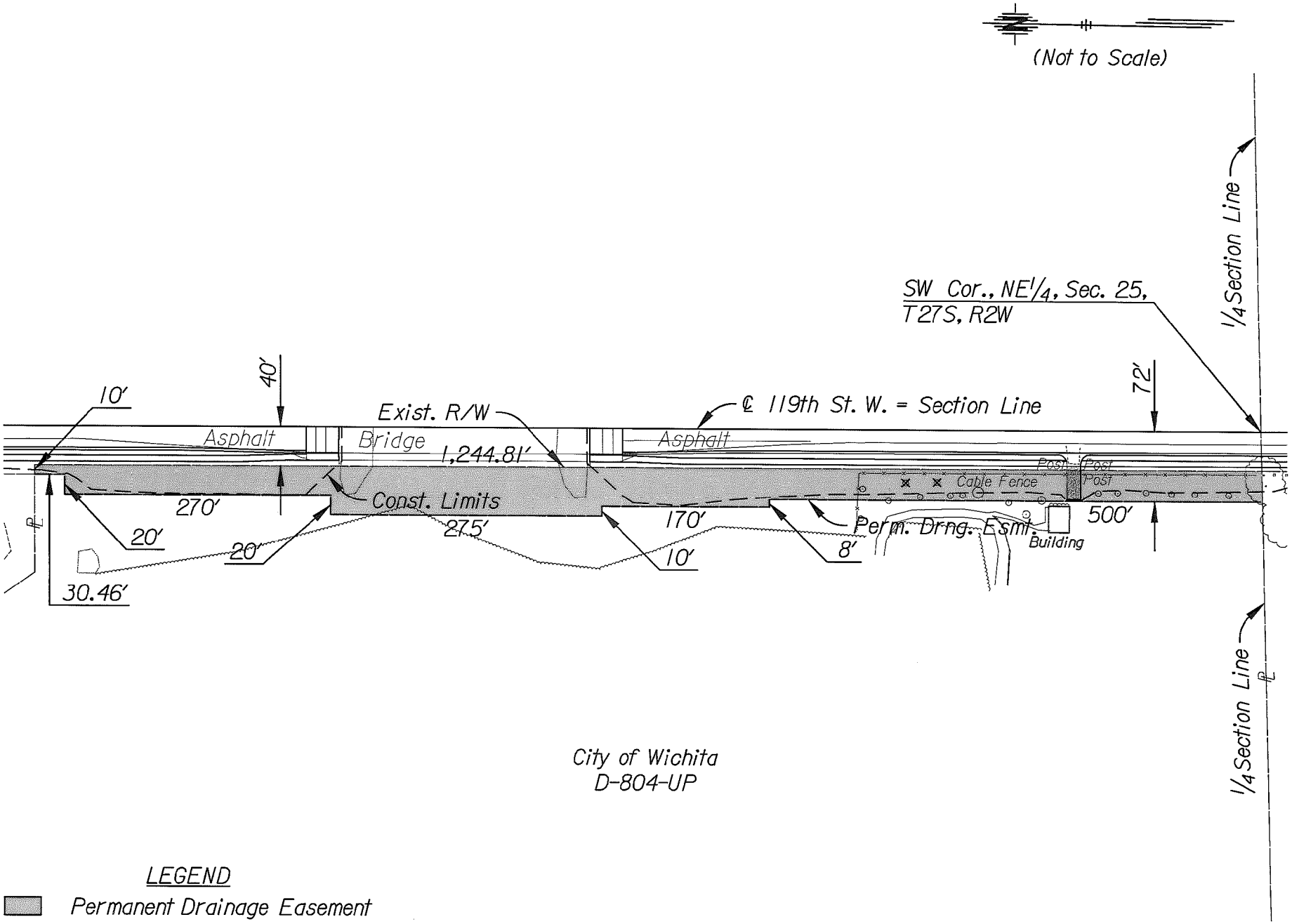
APPROVED AS TO FORM:

Gary E. Rebenstorf / MW

Gary E. Rebenstorf, Director of Law

TRACT MAP D-804-UP

PERMANENT DRAINAGE EASEMENT



City of Wichita
D-804-UP

LEGEND

Permanent Drainage Easement

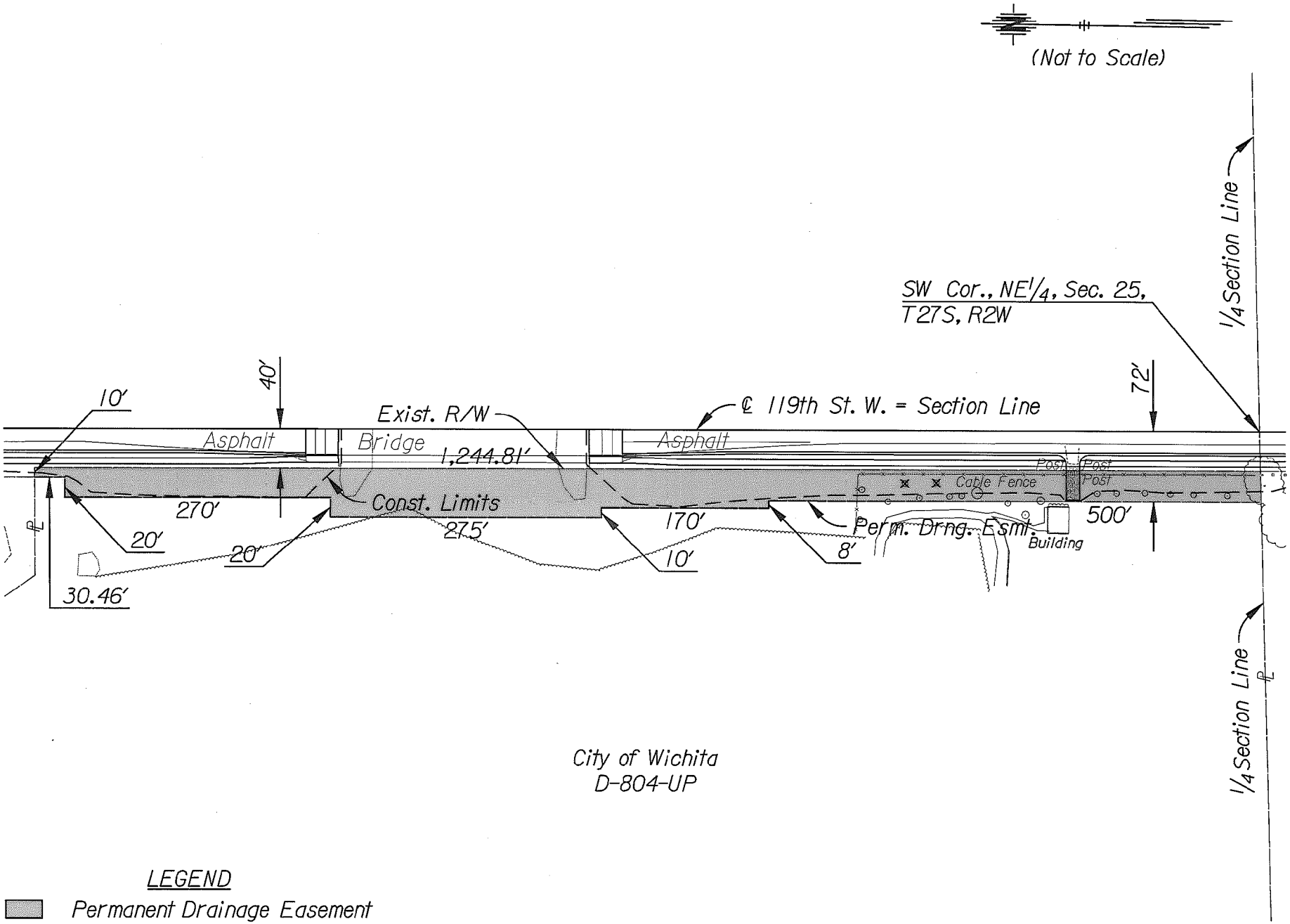
March 15, 2010

Tract D-804-UP
City of Wichita
Permanent Drainage Easement

Beginning at a point on the South line of the Northeast Quarter of Section 25, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, and 40 feet West of the East line of said Northeast Quarter; thence West along said South line to a point 72 feet West of said East line; thence North, parallel with said East line, a distance of 500 feet; thence West, perpendicular to said East line, a distance of 8 feet; thence North, parallel with said East line, a distance of 170 feet; thence West, perpendicular to said East line, a distance of 10 feet; thence North, parallel with said East line, a distance of 275 feet; thence East; perpendicular to said East line, a distance of 20 feet; thence North, parallel with said East line, a distance of 270 feet; thence East, perpendicular to said East line, a distance of 20 feet; thence North, parallel with said East line, a distance of 30.46 feet more or less to a point on the South line of Reserve "A", Block A, Thunderbird Office Park, an Addition to Wichita, Sedgwick County, Kansas; thence East, perpendicular to said East line, a distance of 10 feet; thence South, parallel with said East line, to the point of beginning, containing 1.03 acres more or less.

TRACT MAP D-804-UP

PERMANENT DRAINAGE EASEMENT



City of Wichita
D-804-UP

LEGEND

Permanent Drainage Easement

March 15, 2010

SIDEWALK EASEMENT

THIS EASEMENT made this _____ day of _____, 2010, by and between, the City of Wichita, Kansas, a municipal corporation and the Board of Park Commissioners, a municipal corporation herein referred to as "Grantors", successors and assigns and the City of Wichita, Kansas, a municipal corporation, herein referred to as "Grantee".

WITNESSETH: That Grantor, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee a perpetual easement for the purpose of constructing, maintaining, and repairing public sidewalk and other such public improvements as necessary over, along, and under the following described real estate situated in Sedgwick County, Kansas; to wit:

Commencing from a point on the West line of the Northwest Quarter of Section 30, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, and 934 feet North of the Southwest Corner of said Northwest Quarter; thence East, perpendicular to said West line, a distance of 30 feet to the point of beginning; thence continuing East, perpendicular to said West line, a distance of 10 feet; thence North, parallel with said West line, a distance of 335 feet; thence West, perpendicular to said West line, a distance of 10 feet; thence thence South, parallel with said West line, a distance of 335 feet to the point of beginning, containing 3,350.00 square feet more or less.

And said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such improvements.

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

City of Wichita, Kansas

_____

By: Carl Brewer, Mayor

Attest:

_____

By: Karen Sublett, City Clerk

Board of Park Commissioners

_____

By: Bryan Frye, President

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by Carl Brewer, Mayor of the City of Wichita, a municipal corporation and Karen Sublett, City Clerk of the City of Wichita, Kansas, a municipal corporation for and on behalf of said corporation.

_____

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by Bryan Frye, President of the Board of Park Commissioners a municipal corporation for and on behalf of said corporation.

_____

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

Gary E. Rebenstorf / DW

Gary E. Rebenstorf, Director of Law

DRAINAGE EASEMENT

THIS EASEMENT made this _____ day of _____, 2010, by and between, the City of Wichita, Kansas, a municipal corporation and the Board of Park Commissioners, a municipal corporation herein referred to as "Grantors", successors and assigns and the City of Wichita, Kansas, a municipal corporation, herein referred to as "Grantee".

WITNESSETH: That Grantor, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee a perpetual easement for the purpose of constructing, maintaining, and repairing drainage over, along, and under the following described real estate situated in Sedgwick County, Kansas; to wit:

Commencing from a point on the West line of the Northwest Quarter of Section 30, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, and 834 feet North of the Southwest Corner of said Northwest Quarter; thence East, perpendicular to said West line, a distance of 30 feet to the point of beginning; thence continuing East, perpendicular to said West line, a distance of 55 feet; thence North, parallel with said West line, a distance of 115 feet; thence West, perpendicular to said West line, a distance of 15 feet; thence North, parallel with said West line, a distance of 320 feet; thence West, perpendicular to said West line, a distance of 30 feet; thence South, parallel with said West line, a distance of 335 feet; thence West, perpendicular to said West line, a distance of 10 feet; thence South, parallel with said West line, a distance of 100 feet to the point of beginning, containing 0.36 acres more or less.

And said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such drainage improvements.

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

City of Wichita, Kansas

_____

By: Carl Brewer, Mayor

Attest:

_____

By: Karen Sublett, City Clerk

Board of Park Commissioners

_____

By: Bryan Frye, President

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by Carl Brewer, Mayor of the City of Wichita, a municipal corporation and Karen Sublett, City Clerk of the City of Wichita, Kansas, a municipal corporation for and on behalf of said corporation.

_____

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by Bryan Frye, President of the Board of Park Commissioners a municipal corporation for and on behalf of said corporation.

_____

Notary Public

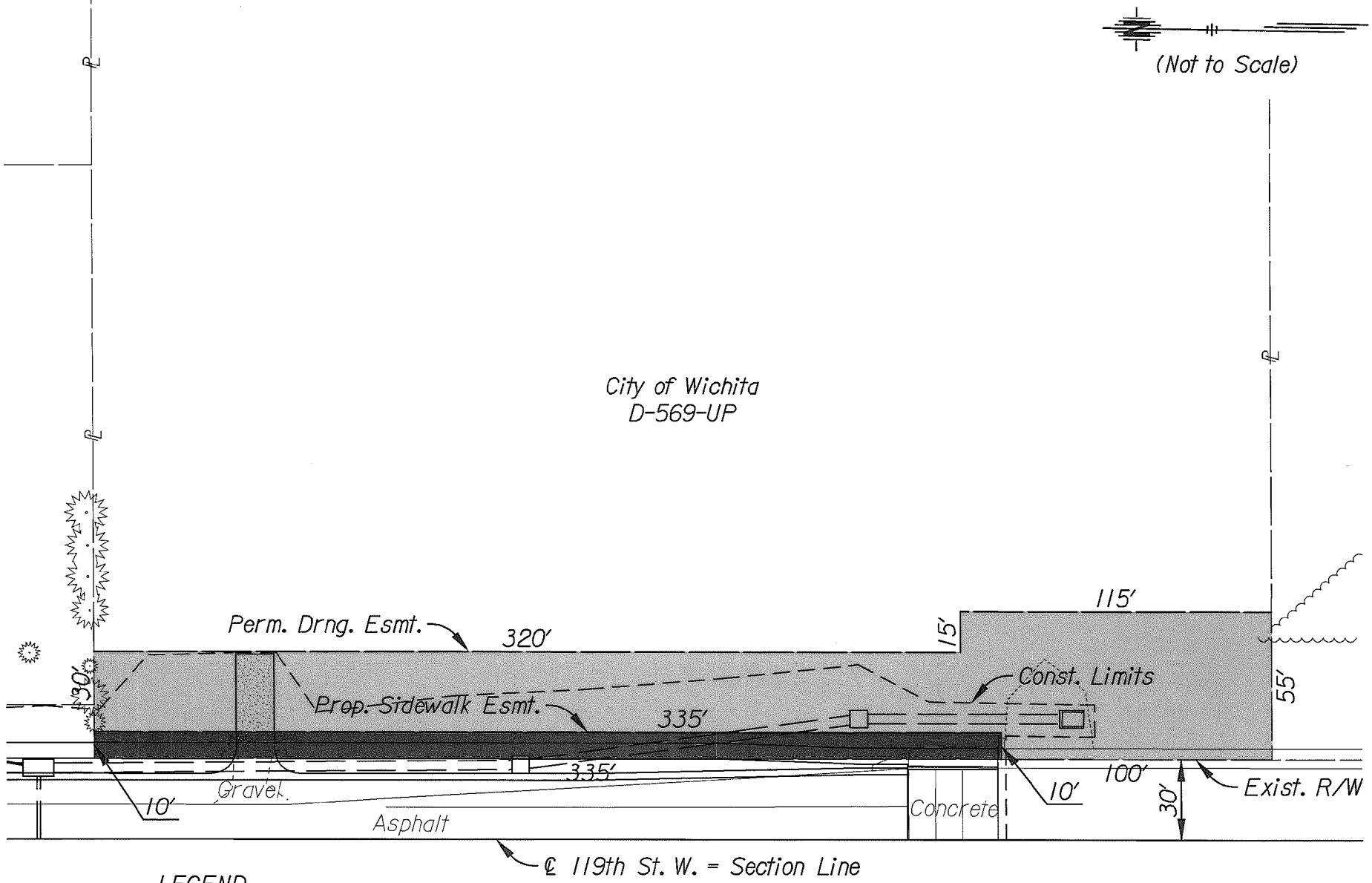
My Commission Expires: _____

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

TRACT MAP D-569-UP

SIDEWALK EASEMENT, PERMANENT DRAINAGE EASEMENT



LEGEND

Proposed Sidewalk Easement

Permanent Drainage Easement

March 12, 2010

Tract D-569-UP
City of Wichita
Permanent Drainage Easement

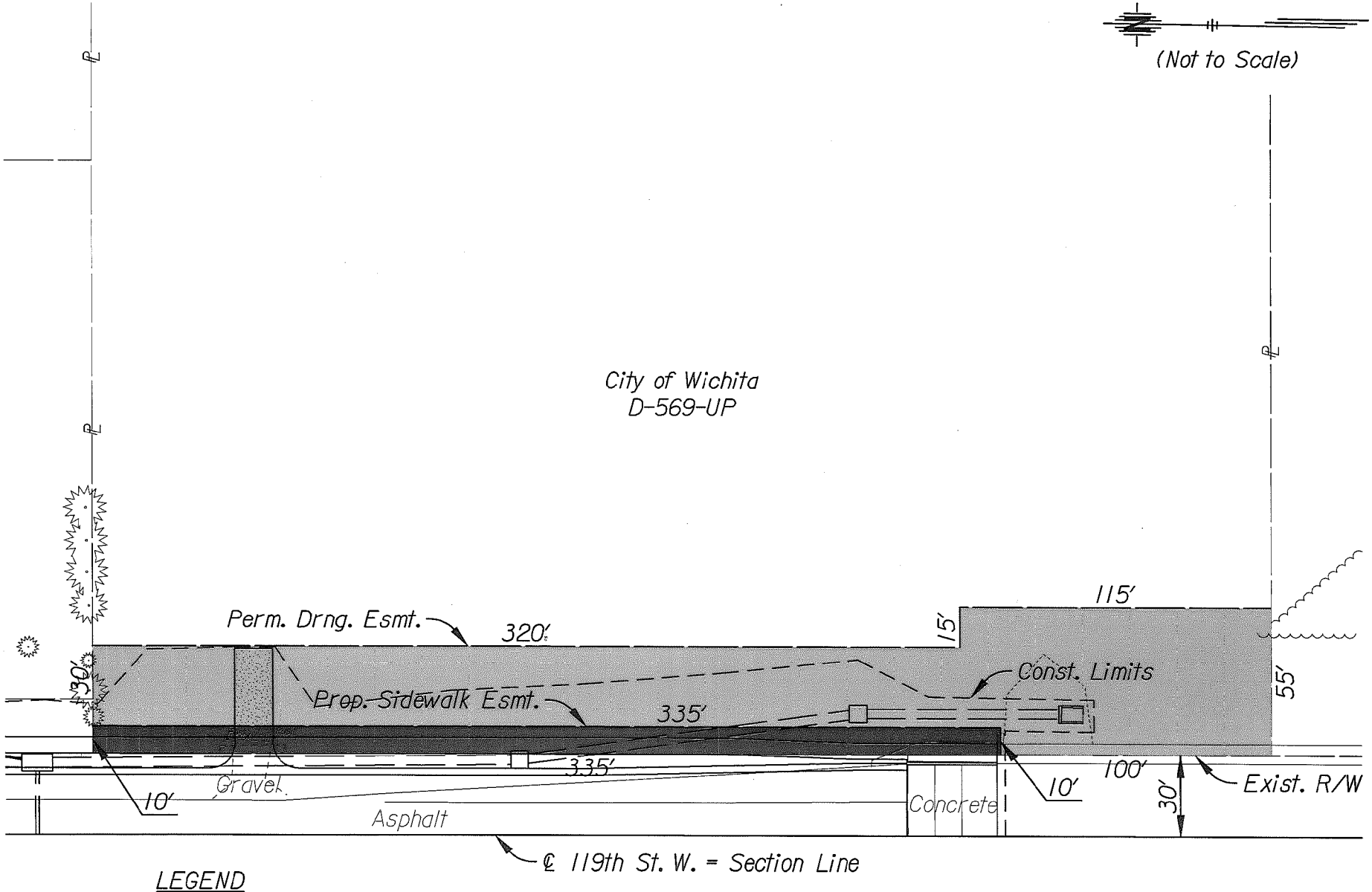
Commencing from a point on the West line of the Northwest Quarter of Section 30, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, and 834 feet North of the Southwest Corner of said Northwest Quarter; thence East, perpendicular to said West line, a distance of 30 feet to the point of beginning; thence continuing East, perpendicular to said West line, a distance of 55 feet; thence North, parallel with said West line, a distance of 115 feet; thence West, perpendicular to said West line, a distance of 15 feet; thence North, parallel with said West line, a distance of 320 feet; thence West, perpendicular to said West line, a distance of 30 feet; thence South, parallel with said West line, a distance of 335 feet; thence West, perpendicular to said West line, a distance of 10 feet; thence South, parallel with said West line, a distance of 100 feet to the point of beginning, containing 0.36 acres more or less.

Tract D-569-UP
City of Wichita
Sidewalk Easement

Commencing from a point on the West line of the Northwest Quarter of Section 30, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, and 934 feet North of the Southwest Corner of said Northwest Quarter; thence East, perpendicular to said West line, a distance of 30 feet to the point of beginning; thence continuing East, perpendicular to said West line, a distance of 10 feet; thence North, parallel with said West line, a distance of 335 feet; thence West, perpendicular to said West line, a distance of 10 feet; thence South, parallel with said West line, a distance of 335 feet to the point of beginning, containing 3,350.00 square feet more or less.

TRACT MAP D-569-UP

SIDEWALK EASEMENT, PERMANENT DRAINAGE EASEMENT



LEGEND

Proposed Sidewalk Easement

Permanent Drainage Easement

March 12, 2010

SIDEWALK EASEMENT

THIS EASEMENT made this _____ day of _____, 2010, by and between, the Board of Park Commissioners, a municipal corporation herein referred to as "Grantors", successors and assigns and the City of Wichita, Kansas, a municipal corporation, herein referred to as "Grantee".

WITNESSETH: That Grantor, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee a perpetual easement for the purpose of constructing, maintaining, and repairing a public sidewalk and other such public improvements as necessary over, along, and under the following described real estate situated in Sedgwick County, Kansas; to wit:

Commencing from a point on the West line of the Northwest Quarter of Section 30, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, and 520 feet South of the Northwest Corner of said Northwest Quarter; thence East, perpendicular to said West line, a distance of 30 feet to the point of beginning; thence continuing East, perpendicular to said West line, a distance of 10 feet; thence South, parallel with said West line, a distance of 466 feet; thence West, perpendicular to said West line, a distance of 10 feet; thence North, parallel with said West line, a distance of 466 feet to the point of beginning, containing 4,660.00 square feet more or less.

And said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such improvements.

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

Board of Park Commissioners

_____

By: Bryan Frye, President

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by Carl Brewer, Mayor of the City of Wichita, a municipal corporation and Karen Sublett, City Clerk of the City of Wichita, Kansas, a municipal corporation for and on behalf of said corporation.

_____
Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by Bryan Frye, President of the Board of Park Commissioners a municipal corporation for and on behalf of said corporation.

_____
Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this _____ day of _____, 2010, by and between, the Board of Park Commissioners, a municipal corporation herein referred to as "Grantors", successors and assigns and the City of Wichita, Kansas, a municipal corporation, herein referred to as "Grantee".

WITNESSETH: That Grantor, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee a temporary easement for the purpose of constructing, maintaining, and repairing a public sidewalk drainage and other such public improvements as necessary over, along, and under the following described real estate situated in Sedgwick County, Kansas; to wit:

Commencing from a point on the West line of the Northwest Quarter of Section 30, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, and 520 feet South of the Northwest Corner of said Northwest Quarter; thence East, perpendicular to said West line, a distance of 40 feet to the point of beginning; thence continuing East, perpendicular to said West line, a distance of 60 feet; thence South, parallel with said West line, a distance of 175 feet; thence Southwesterly for a distance of 293.10 feet to a point 986 feet South and 65 feet East of said Northwest Corner; thence West, perpendicular to said West line, a distance of 25 feet; thence North, parallel with said West line, a distance of 466 feet to the point of beginning, containing 0.52 acres more or less.

And Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing improvements and associated site work for a period not to exceed three years from the date above written.

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

Board of Park Commissioners

_____

By: Bryan Frye, President

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by Carl Brewer, Mayor of the City of Wichita, a municipal corporation and Karen Sublett, City Clerk of the City of Wichita, Kansas, a municipal corporation for and on behalf of said corporation.

_____
Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by Bryan Frye, President of the Board of Park Commissioners a municipal corporation for and on behalf of said corporation.

_____
Notary Public

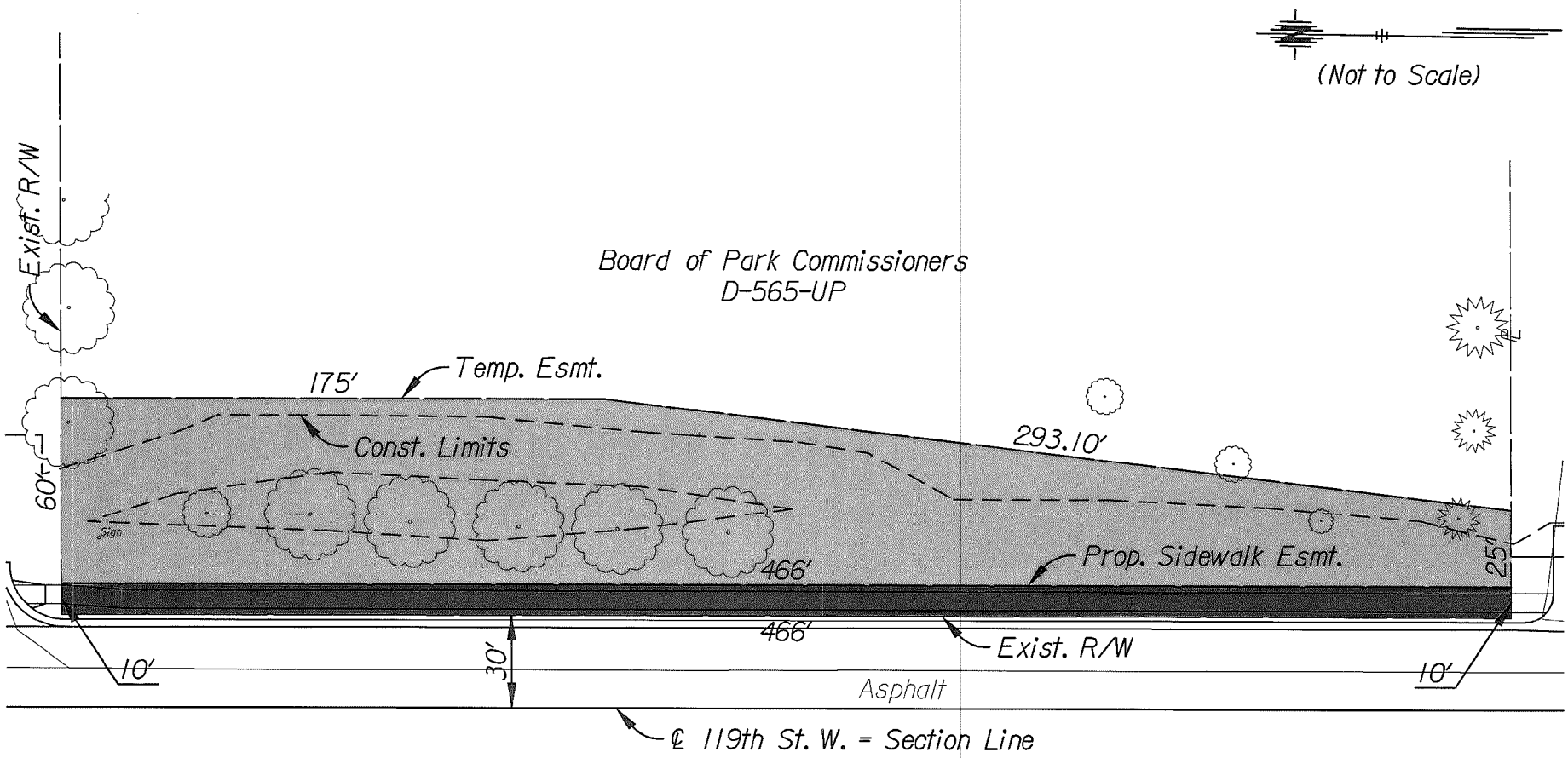
My Commission Expires: _____

APPROVED AS TO FORM:

Gary E. Rebenstorf / AW
Gary E. Rebenstorf, Director of Law

TRACT MAP D-565-UP

SIDEWALK EASEMENT, TEMPORARY CONSTRUCTION EASEMENT



LEGEND

- Proposed Sidewalk Easement
- Temporary Construction Easement

March 16, 2010

Tract D-565-UP
Board of Park Commissioners
Temporary Construction Easement

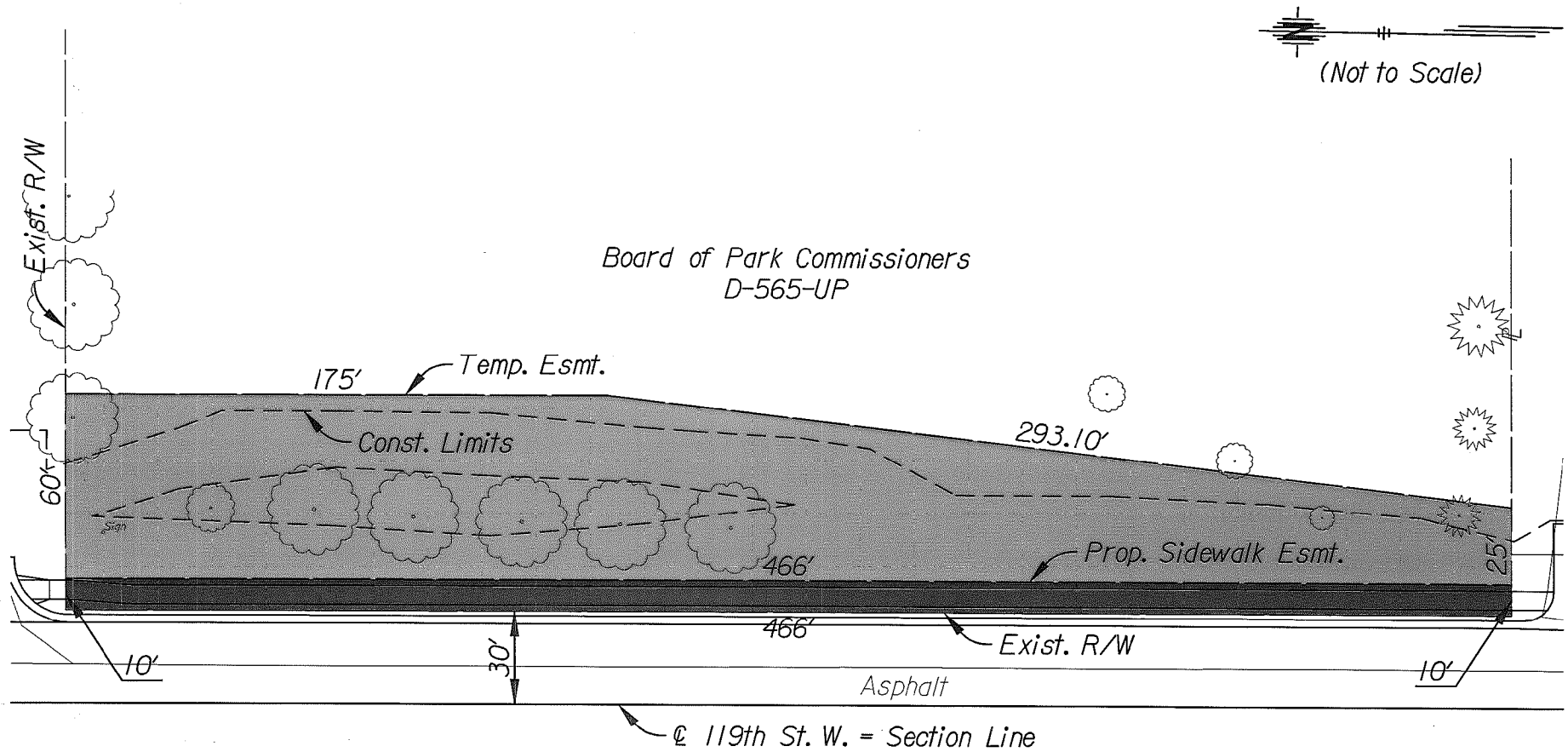
Commencing from a point on the West line of the Northwest Quarter of Section 30, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, and 520 feet South of the Northwest Corner of said Northwest Quarter; thence East, perpendicular to said West line, a distance of 40 feet to the point of beginning; thence continuing East, perpendicular to said West line, a distance of 60 feet; thence South, parallel with said West line, a distance of 175 feet; thence Southwesterly for a distance of 293.10 feet to a point 986 feet South and 65 feet East of said Northwest Corner; thence West, perpendicular to said West line, a distance of 25 feet; thence North, parallel with said West line, a distance of 466 feet to the point of beginning, containing 0.52 acres more or less.

Tract D-565-UP
Board of Park Commissioners
Sidewalk Easement

Commencing from a point on the West line of the Northwest Quarter of Section 30, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, and 520 feet South of the Northwest Corner of said Northwest Quarter; thence East, perpendicular to said West line, a distance of 30 feet to the point of beginning; thence continuing East, perpendicular to said West line, a distance of 10 feet; thence South, parallel with said West line, a distance of 466 feet; thence West, perpendicular to said West line, a distance of 10 feet; thence North, parallel with said West line, a distance of 466 feet to the point of beginning, containing 4,660.00 square feet more or less.

TRACT MAP D-565-UP

SIDEWALK EASEMENT, TEMPORARY CONSTRUCTION EASEMENT



LEGEND

- Proposed Sidewalk Easement
- Temporary Construction Easement

March 16, 2010

Agenda Item No. XII-8b

CITY OF WICHITA
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Easements Across City Owned Property at Grove Park in Conjunction with the Homeland Preparedness Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Grant the easements.

Background: The City of Wichita and Sedgwick County have entered into an agreement with the Federal government to develop a centralized facility for National Guard and Army Reserve use. The site is located on City owned land east of I-135 and south of the Union Pacific railroad rail line. The City's commitment to the project includes development of access to the site, along with a variety of other infrastructure improvements. As part of the project, sufficient access and utility service must be provided to the site. To accomplish this requires several utility, access and drainage easements over City owned parcels in and around Grove Park.

Analysis: The project requires five easements over City-owned parcels. This includes two waterline easements that impact parcels titled to the Board of Park Commissioners. None of the easements impact any improvements or significant landscaping. With the exception of an access and drainage easement along the railroad corridor at the north edge of the property, all the easements are subsurface. On May 17, 2010, the proposed easements were presented to and supported by the Park Board.

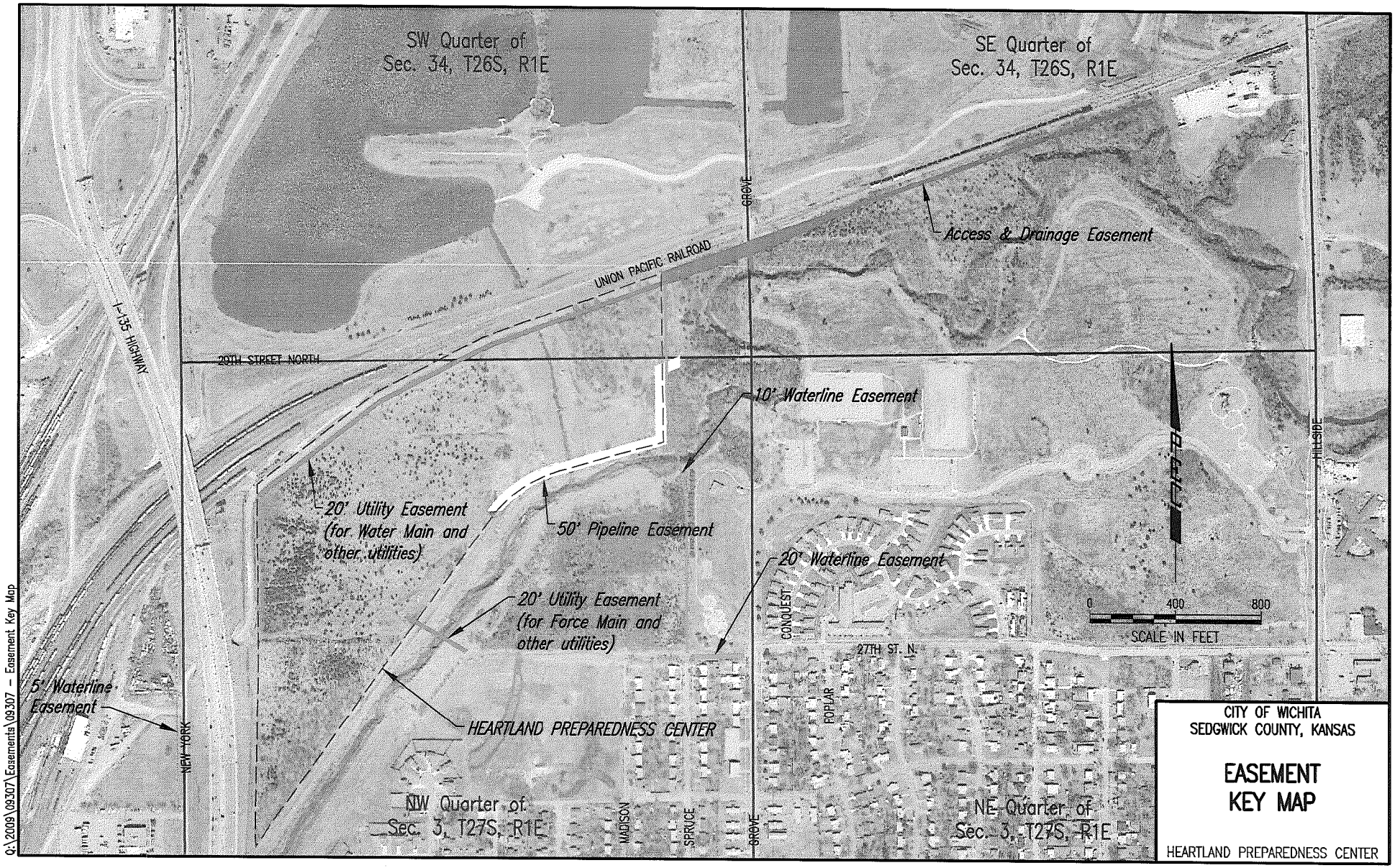
Financial Considerations: There is no cost to the City.

Goal Impact: Granting this easement assists in providing efficient infrastructure to support a major new government development.

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

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

Attachments: Waterline easements, utility easements, access and drainage easement, tract maps and aerial



Q:\2009\09307\Easements\09307 – Easement Key Map

UTILITY EASEMENT

THIS EASEMENT made this _____ day of _____, 2010, by and between, the City of Wichita, Kansas, a municipal corporation and the Board of Park Commissioners, a municipal corporation herein referred to as "Grantors", successors and assigns and the City of Wichita, Kansas, a municipal corporation, herein referred to as "Grantee".

WITNESSETH: That Grantor, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee a perpetual easement for the purpose of constructing, maintaining, and repairing public utilities over, along, and under the following described real estate situated in Sedgwick County, Kansas; to wit:

COMMENCING at the northwest corner of Lot 1, Block 1, Heartland Preparedness Center, an addition to Wichita, Sedgwick County, Kansas; Thence Bearing S00°29'28"E, along the east line of said Lot 1, a distance of 45.30 feet to the **POINT OF BEGINNING**; Thence Bearing N52°05'32"E, parallel with and 36' from the north boundary of said Lot 1, a distance of 689.05 feet to the P.C. of a curve to the right; Thence along said curve to the right, having a radius of 485.00 feet, a chord bearing of N57°10'32"E, a chord distance of 85.95 feet and through a central angle of 10°10'00", an arc distance of 86.06 feet; Thence Bearing N62°15'32"E, parallel with and 36' from the north boundary of said Lot 1, a distance of 480.52 feet to the P.C. of a curve to the right; Thence along said curve to the right, having a radius of 485.00 feet, a chord bearing of N66°01'02"E, a chord distance of 63.58 feet and through a central angle of 07°31'00", an arc distance of 63.63 feet; Thence Bearing N69°46'32"E, parallel with and 36' from the north boundary of said Lot 1, a distance of 841.23 feet to a point on the east line of said Lot 1 being 38.16 feet south of the northeast corner of said Lot 1; Thence Bearing S00°45'09"E, along said east line, a distance of 21.21 feet; Thence Bearing S69°46'32"W, a distance of 834.15 feet to the P.C. of a curve to the left; Thence along said curve to the left, having a radius of 465.00 feet, a chord bearing of S66°01'02"W, a chord distance of 60.96 feet and through a central angle of 07°31'00", an arc distance of 61.00 feet; Thence Bearing S62°15'32"W, a distance of 480.52 feet to the P.C. of a curve to the left; Thence along said curve to the left, having a radius of 465.00 feet, a chord bearing of S57°10'32"W, a chord distance of 82.40 feet and through a central angle of 10°10'00", an arc distance of 82.51 feet; Thence Bearing S52°05'32"W, a distance of 704.35 feet to the west line of said Lot 1; Thence Bearing N00°29'28"W, along said west line, a distance of 25.18 feet to the **POINT OF BEGINNING**.

And said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such utilities.

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

City of Wichita, Kansas

_____

By: Carl Brewer, Mayor

Attest:

_____

By: Karen Sublett, City Clerk

Board of Park Commissioners

_____

By: Bryan Frye, President

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by Carl Brewer, Mayor of the City of Wichita, a municipal corporation and Karen Sublett, City Clerk of the City of Wichita, Kansas, a municipal corporation for and on behalf of said corporation.

_____

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by Bryan Frye, President of the Board of Park Commissioners a municipal corporation for and on behalf of said corporation.

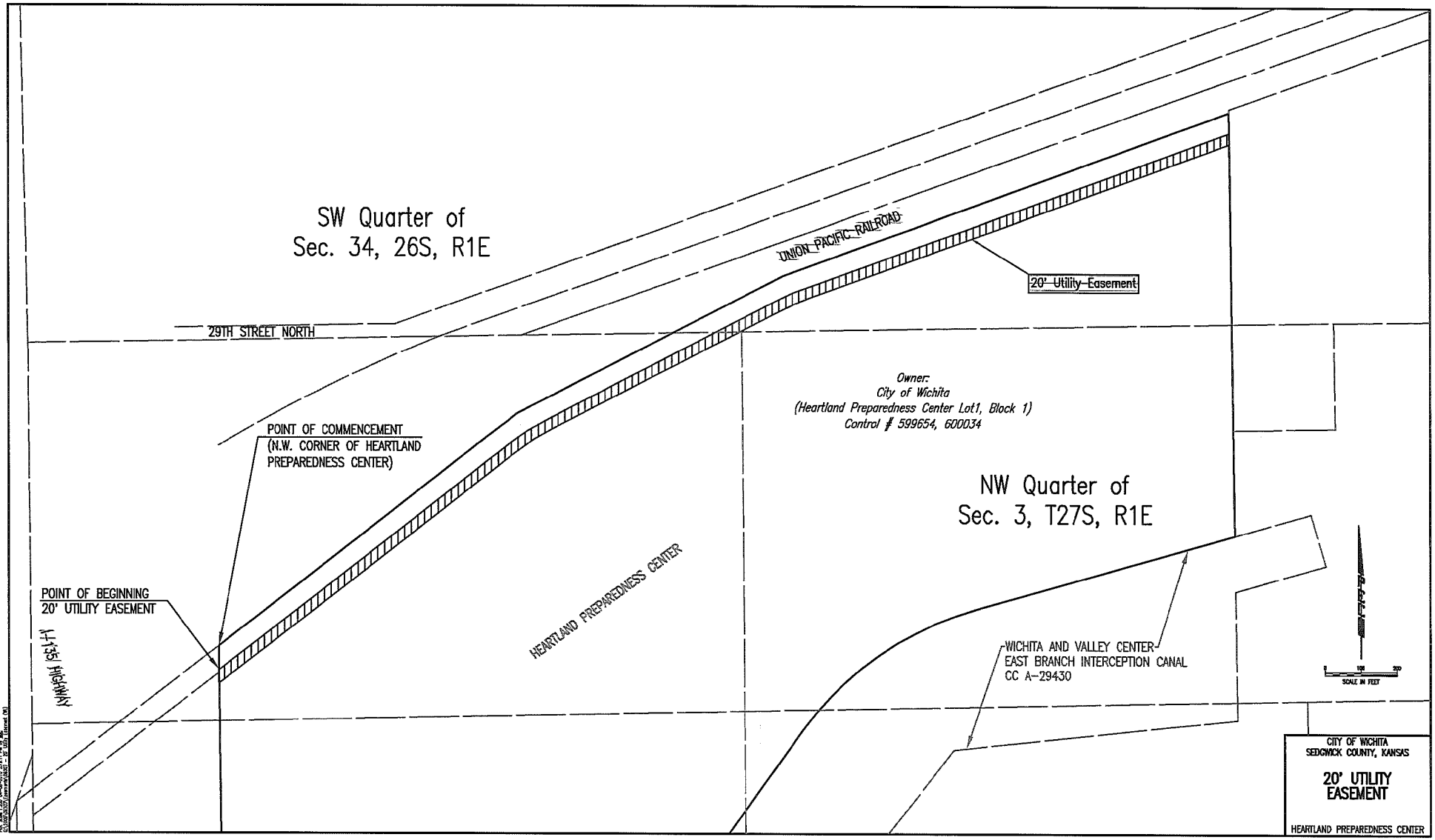
_____

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law


SW Quarter of
Sec. 34, 26S, R1E
UNION PACIFIC RAILROAD
20' Utility Easement
29TH STREET NORTH
Owner:
City of Wichita
(Heartland Preparedness Center Lot1, Block 1)
Control # 599654, 600034
POINT OF COMMENCEMENT
(N.W. CORNER OF HEARTLAND
PREPAREDNESS CENTER)
NW Quarter of
Sec. 3, T27S, R1E
HEARTLAND PREPAREDNESS CENTER
POINT OF BEGINNING
20' UTILITY EASEMENT
I-135 HIGHWAY
WICHITA AND VALLEY CENTER
EAST BRANCH INTERCEPTION CANAL
CC A-29430
SCALE IN FEET
CITY OF WICHITA
SEDGWICK COUNTY, KANSAS
20' UTILITY
EASEMENT
HEARTLAND PREPAREDNESS CENTER

SEWER EASEMENT

THIS EASEMENT made this _____ day of _____, 2010, by and between, the City of Wichita, Kansas, a municipal corporation and the Board of Park Commissioners, a municipal corporation herein referred to as "Grantors", successors and assigns and the City of Wichita, Kansas, a municipal corporation, herein referred to as "Grantee".

WITNESSETH: That Grantor, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee a perpetual easement for the purpose of constructing, maintaining, and repairing a force main and other public utilities over, along, and under the following described real estate situated in Sedgwick County, Kansas; to wit:

COMMENCING at the northeast corner of Power C.D.C. Second Addition, an addition to Wichita, Sedgwick County, Kansas; Thence Bearing S88°41'35"W, along the north line of said Power C.D.C. Second Addition, a distance of 63.17 feet to a point on the westerly line of a 20' Sewer Easement as described in Condemnation Case # A-68222; Thence Bearing N37°02'35"E, along the westerly line of said 20' Sewer Easement, a distance of 56.83 feet to the **POINT OF BEGINNING**; Thence continuing Bearing N37°02'35"E, along said westerly line a distance of 20.17 feet; Thence Bearing N59°33'18"W, a distance of 48.04 feet to a point on the easterly line of floodway right of way as described in Condemnation Case A-29430; Thence continuing Bearing N59°33'18"W, a distance of 225.12 feet to a point on the easterly line of Lot 1, Block 1, Heartland Preparedness Center, an addition to Wichita, Sedgwick County, Kansas, said point being 586.81 feet southwest of a P.C. in the easterly line of said Lot 1; Thence continuing Bearing N59°33'18"W, a distance of 55.72 feet to a point on the easterly line of a platted 20' Utility Easement; Thence Bearing S35°26'16"W, along the easterly line of said platted Utility Easement, a distance of 20.08 feet; Thence Bearing S59°33'18"E, a distance of 328.31 feet to the **POINT OF BEGINNING**.

And said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such utilities.

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

City of Wichita, Kansas

_____

By: Carl Brewer, Mayor

Attest:

_____

By: Karen Sublett, City Clerk

Board of Park Commissioners

_____

By: Bryan Frye, President

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by Carl Brewer, Mayor of the City of Wichita, a municipal corporation and Karen Sublett, City Clerk of the City of Wichita, Kansas, a municipal corporation for and on behalf of said corporation.

_____

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by Bryan Frye, President of the Board of Park Commissioners a municipal corporation for and on behalf of said corporation.

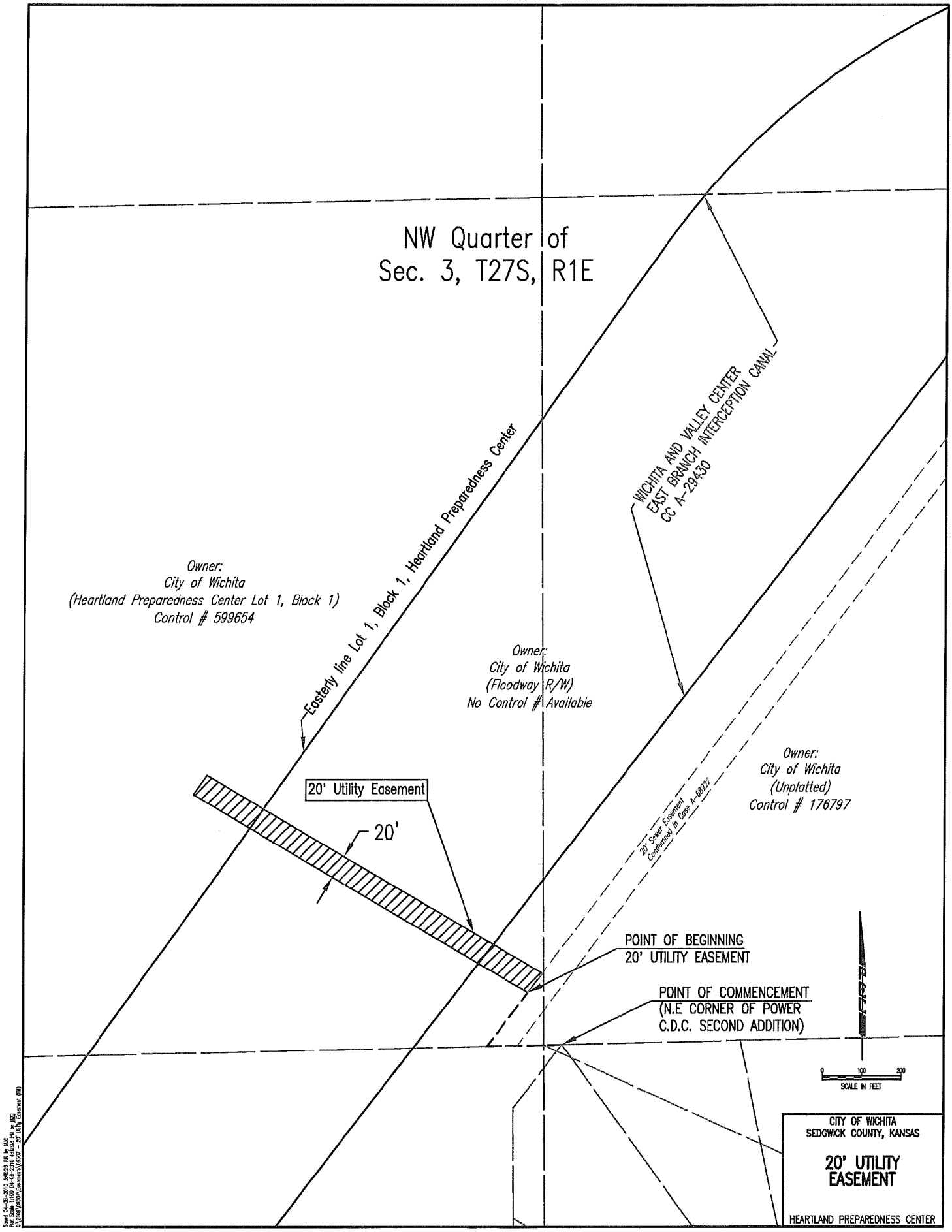
_____

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law


NW Quarter of
Sec. 3, T27S, R1E
WICHITA AND VALLEY CENTER
EAST BRANCH INTERCEPTION CANAL
CC A-29430
Easterly line Lot 1, Block 1, Heartland Preparedness Center
Owner:
City of Wichita
(Heartland Preparedness Center Lot 1, Block 1)
Control # 599654
Owner:
City of Wichita
(Floodway R/W)
No Control # Available
Owner:
City of Wichita
(Unplatted)
Control # 176797
20' Utility Easement
20'
20' Sewer Easement
Condemned in Case A-68222
POINT OF BEGINNING
20' UTILITY EASEMENT
POINT OF COMMENCEMENT
(N.E CORNER OF POWER
C.D.C. SECOND ADDITION)
0
100
200
SCALE IN FEET
CITY OF WICHITA
SEDGWICK COUNTY, KANSAS
20' UTILITY
EASEMENT
HEARTLAND PREPAREDNESS CENTER

WATERLINE EASEMENT

THIS EASEMENT made this _____ day of _____, 2010, by and between, the City of Wichita, Kansas, a municipal corporation and the Board of Park Commissioners, a municipal corporation herein referred to as "Grantors", successors and assigns and the City of Wichita, Kansas, a municipal corporation, herein referred to as "Grantee".

WITNESSETH: That Grantor, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee a perpetual easement for the purpose of constructing, maintaining, and repairing a water line and other public utilities over, along, and under the following described real estate situated in Sedgwick County, Kansas; to wit:

The south 20.00 feet of the north half of the west 240.00 feet of the east 280.00 feet of the Northwest Quarter of Section 3, Township 27 South, Range 1 East of the 6th P.M. and

COMMENCING in the Southwest Quarter of Section 34, Township 26 South, Range 1 East of the 6th P.M. at the northeast corner of Lot 1, Block 1, Heartland Preparedness Center, an addition to Wichita, Sedgwick County, Kansas; Thence Bearing S00°45'09"E, along the east line of said Heartland Preparedness Center, a distance of 48.76 feet to the **POINT OF BEGINNING**; Thence continuing Bearing S00°45'09"E, along said east line, a distance of 10.61 feet; Thence Bearing N69°46'32"E, a distance of 15.91 feet; Thence Bearing S00°45'09"E, a distance of 342.67 feet to a point on the south line of said Southwest Quarter of Section 34, also being the north line of said Northwest Quarter of Section 3 and being a point 401.66 feet west of the northeast corner of said Northwest Quarter; Thence continuing Bearing S00°45'09"E, a distance of 220.76 feet; Thence Bearing S11°32'22"E, a distance of 460.73 feet to a point that is 310 feet west of the east line of said Northwest Quarter; Thence Bearing S00°17'22"E, parallel with the east line of said Northwest Quarter, a distance of 715.86 feet to a point that is 30 feet north of the south line of the north half of said Northwest Quarter; Thence Bearing N88°41'35"E, parallel with the south line of the north half of said Northwest Quarter, a distance of 10.00 feet; Thence Bearing N00°17'22"W, parallel with and 300 feet west of the east line of said Northwest Quarter, a distance of 716.67 feet; Thence Bearing N11°32'22"W, a distance of 460.77 feet; Thence Bearing N00°45'09"W, a distance of 219.86 feet to a point on the north line of said Northwest Quarter of Section 3, also being the south line of said Southwest Quarter of Section 34 and being 391.66 feet west of the southeast corner of said Southwest Quarter; Thence continuing Bearing N00°45'09"W, a distance of 356.77 feet; Thence Bearing S69°46'32"W, a distance of 26.52 feet to the **POINT OF BEGINNING**.

And said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such utilities.

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

City of Wichita, Kansas

_____

By: Carl Brewer, Mayor

Attest:

_____

By: Karen Sublett, City Clerk

Board of Park Commissioners

_____

By: Bryan Frye, President

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by Carl Brewer, Mayor of the City of Wichita, a municipal corporation and Karen Sublett, City Clerk of the City of Wichita, Kansas, a municipal corporation for and on behalf of said corporation.

_____

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by Bryan Frye, President of the Board of Park Commissioners a municipal corporation for and on behalf of said corporation.

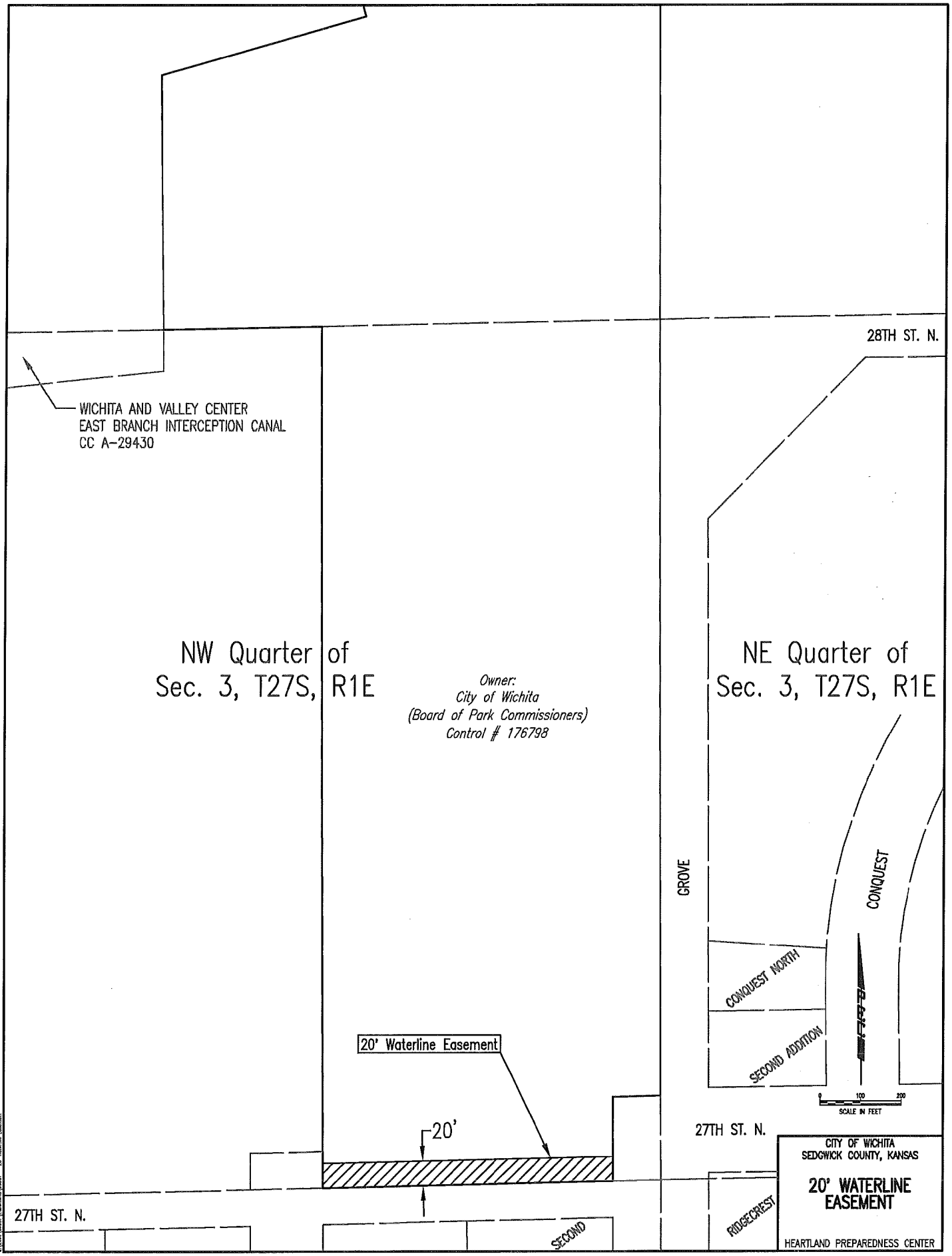
_____

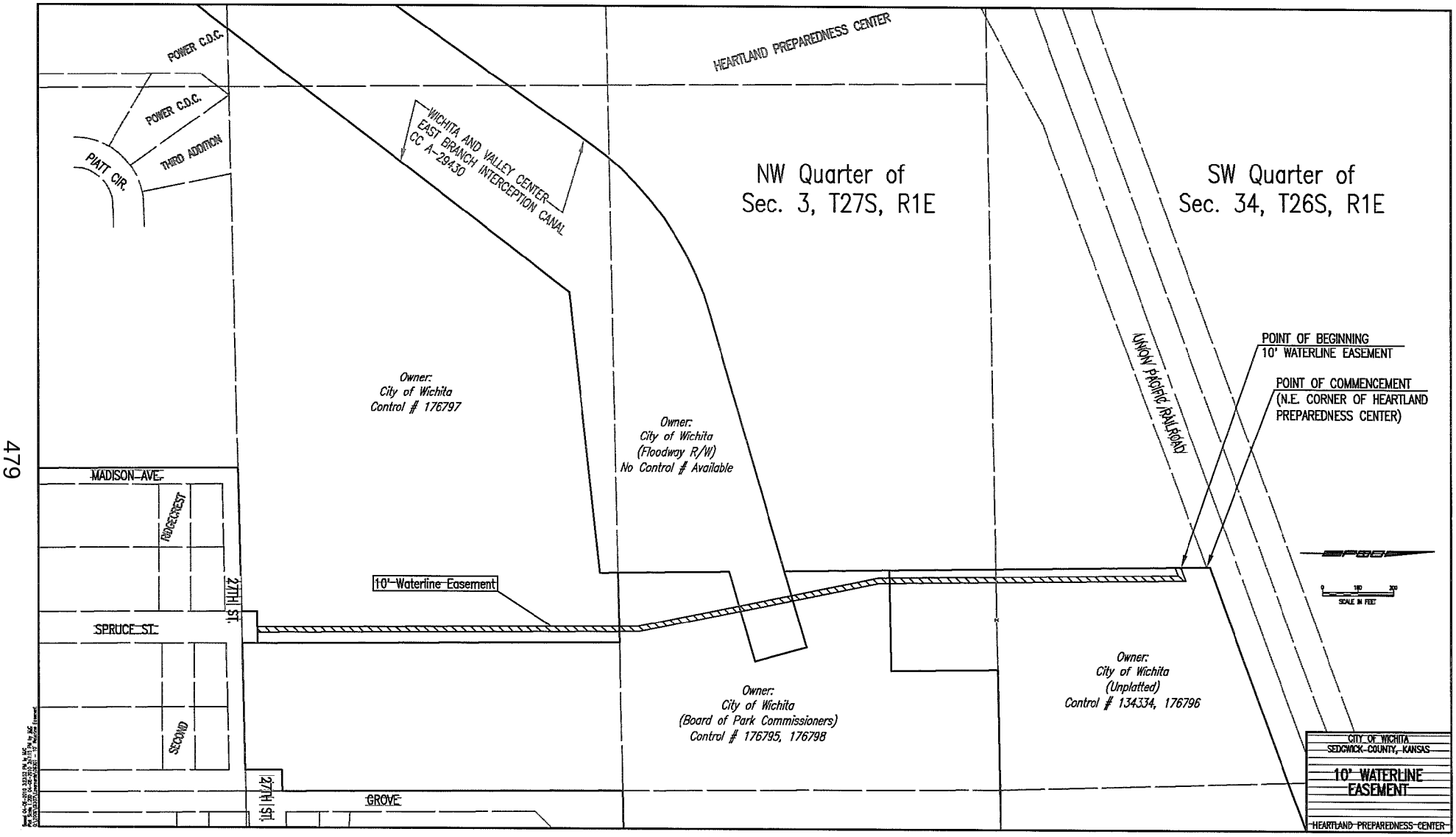
Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law


28TH ST. N.
WICHITA AND VALLEY CENTER
EAST BRANCH INTERCEPTION CANAL
CC A-29430
NW Quarter of
Sec. 3, T27S, R1E
Owner:
City of Wichita
(Board of Park Commissioners)
Control # 176798
NE Quarter of
Sec. 3, T27S, R1E
GROVE
CONQUEST
CONQUEST NORTH
SECOND ADDITION
20' Waterline Easement
20'
27TH ST. N.
27TH ST. N.
SECOND
RIDGECREST
0 100 200
SCALE IN FEET
CITY OF WICHITA
SEDGWICK COUNTY, KANSAS
20' WATERLINE
EASEMENT
HEARTLAND PREPAREDNESS CENTER


POWER C.D.C.
POWER C.D.C.
THIRD ADDITION
PIATT CIR.
HEARTLAND PREPAREDNESS CENTER
WICHITA AND VALLEY CENTER
EAST BRANCH INTERCEPTION CANAL
CC A-29430
NW Quarter of
Sec. 3, T27S, R1E
SW Quarter of
Sec. 34, T26S, R1E
UNION PACIFIC RAILROAD
POINT OF BEGINNING
10' WATERLINE EASEMENT
POINT OF COMMENCEMENT
(N.E. CORNER OF HEARTLAND
PREPAREDNESS CENTER)
Owner:
City of Wichita
Control # 176797
Owner:
City of Wichita
(Floodway R/W)
No Control # Available
MADISON AVE.
RIDGECREST
27TH ST.
10'-Waterline Easement
SPRUCE ST.
SECOND
Owner:
City of Wichita
(Board of Park Commissioners)
Control # 176795, 176798
Owner:
City of Wichita
(Unplatted)
Control # 134334, 176796
0 100 200
SCALE IN FEET
CITY OF WICHITA
SEDGWICK COUNTY, KANSAS
10' WATERLINE
EASEMENT
HEARTLAND PREPAREDNESS CENTER
27TH ST.
GROVE

ACCESS AND DRAINAGE EASEMENT

THIS EASEMENT made this _____ day of _____, 2010, by and between, the City of Wichita, Kansas, a municipal corporation and the Board of Park Commissioners, a municipal corporation herein referred to as "Grantors", successors and assigns and the City of Wichita, Kansas, a municipal corporation, herein referred to as "Grantee".

WITNESSETH: That Grantor, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee a perpetual easement for the purpose of constructing, maintaining, and repairing limited public access and drainage over, along, and under the following described real estate situated in Sedgwick County, Kansas; to wit:

BEGINNING at the northwest corner of North University Addition to Wichita, Sedgwick County, Kansas; Thence Bearing S01°39'16"E, along the west line of said North University Addition, a distance of 21.06 feet; Thence Bearing S70°03'56"W, parallel with the south right of way line of the Union Pacific Railroad (formerly Missouri Pacific Railroad), a distance of 459.60 feet; Thence Bearing S19°56'04"E, a distance of 70.00 feet; Thence Bearing S70°03'56"W, parallel with the south right of way line of said Union Pacific Railroad, a distance of 20.00 feet; Thence Bearing N19°56'04"W, a distance of 70.00 feet; Thence Bearing S70°03'56"W, parallel with the south right of way line of said Union Pacific Railroad, a distance of 990.83 feet; Thence Bearing S64°23'13"W, a distance of 424.22 feet; Thence Bearing S70°03'56"W, parallel with the south right of way line of said Union Pacific Railroad, a distance of 103.59 feet; Thence Bearing S01°35'27"E, a distance of 74.32 feet; Thence Bearing S88°24'33"W, a distance of 18.91 feet to a point on the west line of the Southeast Quarter of Section 34, Township 26 South, Range 1East of the 6th P.M., also being the east line of the Southwest Quarter of said Section 34, said point being 410.13 feet north of the southeast corner of said Southwest Quarter; Thence continuing Bearing S88°24'33"W, a distance of 1.09 feet; Thence Bearing N01°35'27"W, parallel with the east line of said Southwest Quarter, a distance of 67.69 feet; Thence Bearing S70°03'56"W, parallel with the south right of way line of said Union Pacific Railroad, a distance of 432.60 feet to a point on the east line of Heartland Preparedness Center, an addition to Wichita, Sedgwick County, Kansas; Thence Bearing N00°45'09"W, along said east line, a distance of 59.37 feet to the northeast corner of said Heartland Preparedness Center; Thence continuing Bearing N00°45'09"W, a distance of 6.25 feet to a point on the south right of way line of the Union Pacific Railroad; Thence Bearing N70°03'56"E, along the south right of way line of said Union Pacific Railroad, a distance of 432.73 feet to a point on the east line of the Southwest Quarter of Section 34, Township 26 South, Range 1East of the 6th P.M., also being the west line of the Southeast Quarter of said Section 34, said point being 543.47 feet north of the southeast corner of said Southwest Quarter; Thence continuing Bearing N70°03'56"E, a distance of 2002.13 feet to the **POINT OF BEGINNING**.

And said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such access and drainage.

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

City of Wichita, Kansas

_____

By: Carl Brewer, Mayor

Attest:

_____

By: Karen Sublett, City Clerk

Board of Park Commissioners

_____

By: Bryan Frye, President

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by Carl Brewer, Mayor of the City of Wichita, a municipal corporation and Karen Sublett, City Clerk of the City of Wichita, Kansas, a municipal corporation for and on behalf of said corporation.

_____

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by Bryan Frye, President of the Board of Park Commissioners a municipal corporation for and on behalf of said corporation.

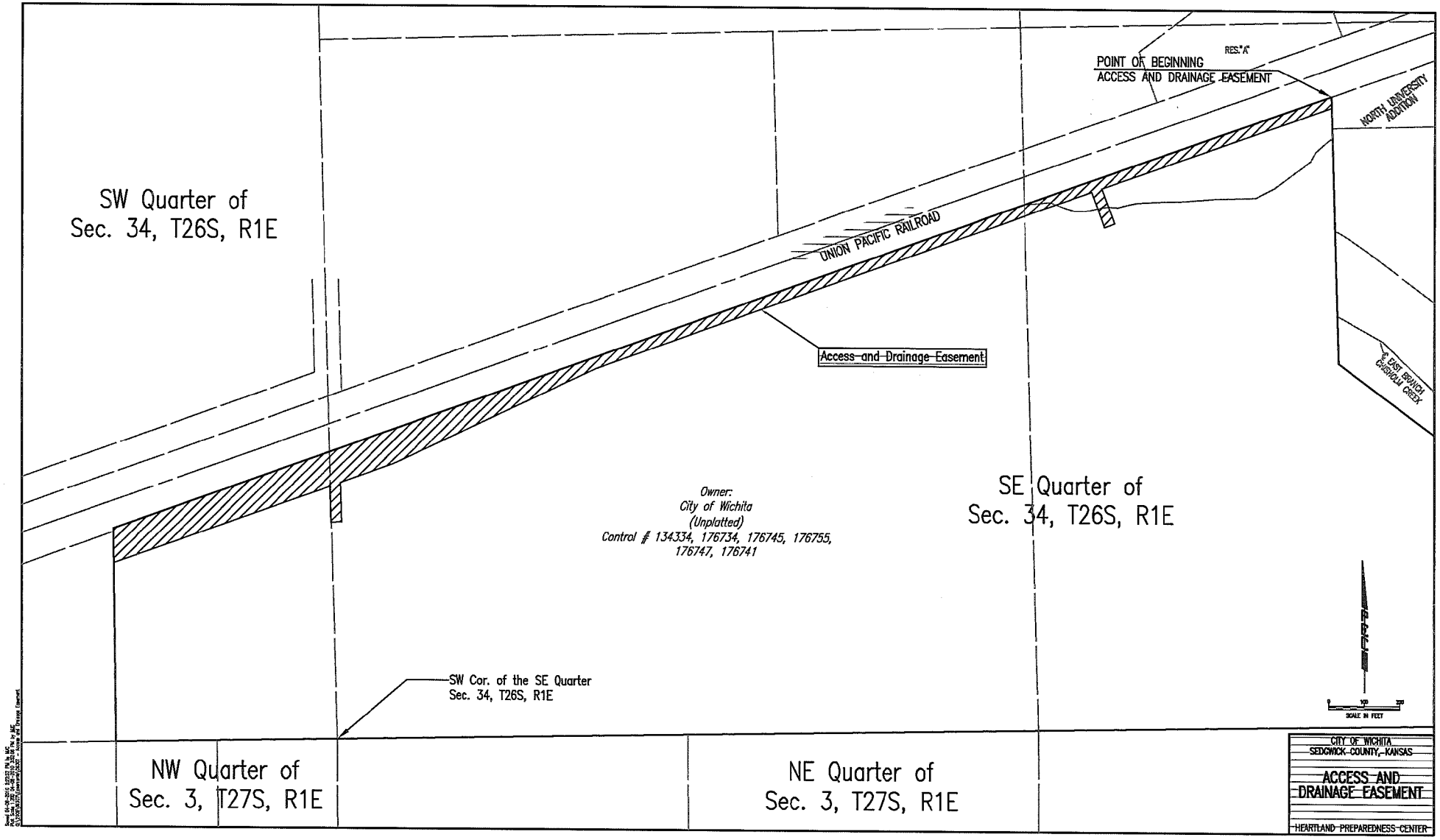
_____

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law


SW Quarter of
Sec. 34, T26S, R1E
POINT OF BEGINNING
ACCESS AND DRAINAGE EASEMENT
RES. "A"
NORTH UNIVERSITY ADDITION
UNION PACIFIC RAILROAD
Access and Drainage Easement
EAST BRANCH CHISHOLM CREEK
Owner:
City of Wichita
(Unplatted)
Control # 134334, 176734, 176745, 176755,
176747, 176741
SE Quarter of
Sec. 34, T26S, R1E
SW Cor. of the SE Quarter
Sec. 34, T26S, R1E
NW Quarter of
Sec. 3, T27S, R1E
NE Quarter of
Sec. 3, T27S, R1E
SCALE IN FEET
CITY OF WICHITA
SEDGWICK COUNTY, KANSAS
ACCESS AND
DRAINAGE EASEMENT
HEARTLAND PREPAREDNESS CENTER

Agenda Item No. XII-8c

CITY OF WICHITA
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Amendment of Lease for Space at 2244 North Rock Road for Library Use (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the amendment.

Background: In November 1995, the City and Dillon Companies entered into a lease allowing the use of a portion of the Dillon Store at 2244 North Rock for use by the Wichita Public Library. The lease calls for no rent and has a term ending October 31, 2006. The lease was amended for two additional two year terms by City Council action on August 31, 2004. This amendment expires on October 31, 2010. The library has requested that inquires be made concerning the availability of the leased space beyond the end of the lease term.

Analysis: Dillon indicated they have no plans for the store that would impact the library's usage. Dillon suggested an extension be drafted adding ten additional years to the lease term with a mutual 120 day early termination. This extends the lease to October 31, 2020.

Financial Considerations: The extension has no financial impact.

Goal Impact: This extension supports the Quality of Life by providing library service to an underserved area of the City.

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

Recommendation/Action: It is recommended that the City Council approve the Second Amendment to the Lease Agreement and authorize all necessary signatures.

Attachments: Second Amendment to Lease Agreement

SECOND AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN

DILLON COMPANIES, INC. AND

THE CITY OF WICHITA, KANSAS

This Second Amendment to Lease made and entered into this ___ day of May, 2010, by and between the Dillon Companies, Inc., a Kansas corporation ("LESSOR") and the City of Wichita, Kansas, a municipal corporation ("LESSEE").

WHEREAS LESSOR and LESSEE have previously entered into a lease agreement on November 6, 1995 and first amendment to lease on August 31, 2004 covering a portion of LESSOR's retail facility at 2244 North Rock Road in Wichita Kansas; and

WHEREAS LESSOR and LESSEE desire to modify certain items in the lease;

NOW, THEREFORE, LESSOR and LESSEE do hereby covenant and agree as follows:

Item 1. Description and Term: is expanded as follows:

Immediately upon conclusion of the now current term, October 31, 2010, this lease will be extended for an additional ten (10) year term on the same terms and conditions as the initial leasehold. LESSOR or LESSEE may terminate the Lease by notifying the other party in writing at least one hundred and twenty (120) days at any point of said term that the noticing party wishes to terminate the lease.

All other terms and conditions shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease in duplicate the day and year first above written.

LESSOR
Dillon Companies, Inc.

By:_____
John Bays, Vice President

LESSEE
City of Wichita, Kansas on behalf of the
Wichita Public Library

_____
Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
June 8, 2010

TO: Mayor and City Council Members

SUBJECT: Acquisition of 1405 South 119th Street for the 119th Street West from Kellogg to Maple Improvement Project (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 4, 2009, the City Council approved funding to acquire right-of-way for a project to improve 119th Street West from Kellogg to Maple. The improvements will consist of widening the two lane road to five lanes. There will be four lanes of traffic and a center two-way turn lane. Landscaping will also be installed within available right of way. Ditches will be replaced with a storm water sewer system and sidewalks will be built along both the east and west side of 119th. The project requires the acquisition of all or part of sixteen privately owned tracts. The parcel at 1405 S 119th was identified as full take. Improvements at 1405 S 119th consist of a 2,580 square foot, single-family residence on a 1 acre lot.

Analysis: The owner agreed to sell the property for the appraised value of $200,000, or $78 per square foot. As a result of the acquisition of the improvements, the seller's are eligible for relocation and reestablishment expenses. Those benefits are estimated to be $20,000. The improvements will be razed and the property maintained as road right-of-way.

Financial Considerations: The funding source is General Obligations Bonds and Federal Grants administrated by the State. A budget of $230,950 is requested. This includes $200,000 for acquisition, $20,000 for moving costs and costs of reestablishment, $10,000 for demolition, and $950 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving an arterial street through a developed part of the City.

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

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Aerial map, tract map and real estate contract.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2010 by and between Daniel Saenz Rubio and Kimberly K. Rubio, husband and wife, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

   LOT 5 & N 76 FT LOT 6 BLEDSOE ADD.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Two Hundred Thousand Dollars ($200,000) in the manner following to-wit: cash at closing

3. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above-described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.

6. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.

7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before June 30, 2010, subject to the conditions of Item 11 below.

9. Possession to be given to Buyer at closing

10. Closing costs shall be paid 100% by Buyer and 0% by Seller.

11. Site Assessment

A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

12. Closing shall occur at Security 1st Title, 434 N Main, Wichita, KS.

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

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

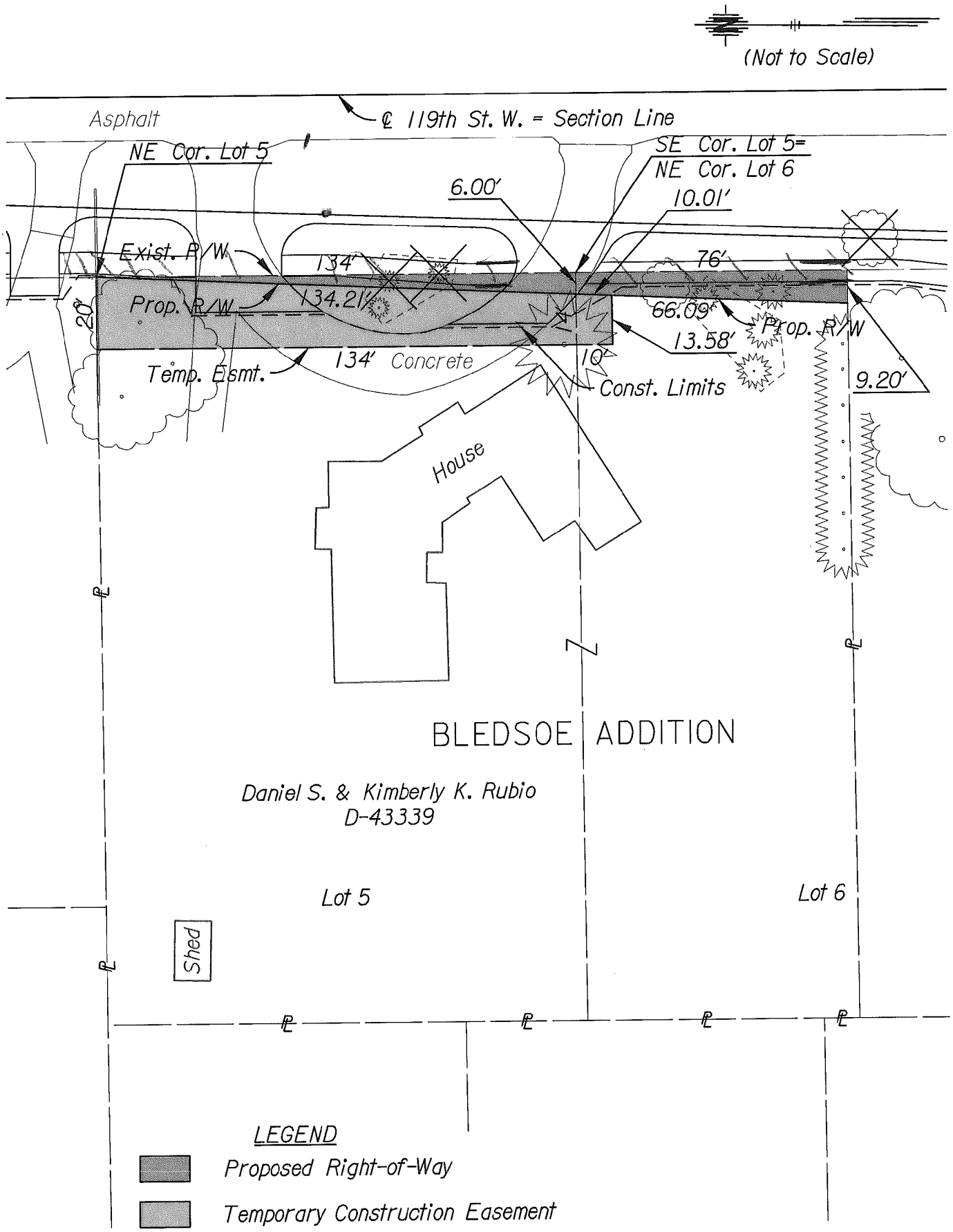
SELLER:

Daniel Saenz Rubio

Kimberly K. Rubio

TRACT MAP D-43339

RIGHT-OF-WAY, TEMPORARY CONSTRUCTION EASEMENT



March 15, 2010

1405 S 119th

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.

Agenda Item No. XII-10.

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: **"**Be Air Aware" Media Campaign (All Districts)

INITIATED BY: Public Works

AGENDA: Consent

Recommendation: Approve the contract.

Background: Since April, Wichita's ozone (or smog) levels from area monitoring stations have exceeded the 2008 federal ozone standard on two occasions. Wichita may be designated as a federal ozone "nonattainment" area if certain design levels are exceeded for the federal standard. Violation of this standard indicates that public health is threatened. Also, a "nonattainment" designation triggers significant regulatory burden that might cost the community upwards of $10 million per year. This burden is expected to have a negative impact on the already-affected economy, threatening area businesses and industries as well as future economic development. Area business, industry and local government in the Wichita Metropolitan Statistical Area (Sedgwick, Butler, Harvey and Sumner), would be required to develop and implement costly air quality improvement programs. Nonattainment continues until the area demonstrates the requirements of "attainment."

Adding to this serious challenge, EPA recently announced intentions to lower the health-based ozone limit because of a nation-wide increase of asthma cases and respiratory illnesses. EPA is expected to establish the new limit at the end of August. If the new standard is lowered as anticipated, Wichita levels will be extremely close to the design levels that could lead to a designation of "nonattainment." Because taking action now can still make a difference, it is urgent that the City quickly and effectively communicate to the public ways to reduce ozone levels. More than three fourths of the activities and equipment that generate chemical emissions causing high ozone levels are from unregulated businesses and the general public. Voluntary, low cost actions could be immediately implemented by area businesses and the general public to help lower ozone levels.

Analysis: Recent ozone results create an urgent need to widely communicate with the general public about this serious issue. There are voluntary steps that businesses and the general public could cost effectively implement to immediately help reduce ozone levels before the area is faced with a costly, regulatory mandate. The City will utilize a media buyer to obtain cost effective media services to reach a diverse public with a significant number of appropriate messages being delivered through a variety of different media outlets. The media buyer will provide a strategic marketing campaign (Media Plan) and will work with City staff to implement the campaign from

concept to completion. The work will include but is not limited to purchasing the advertisements, assisting with message development and advertisement production if needed, providing evaluation and revamping the campaign for effectiveness, if necessary, and assistance with development of community partnerships.

Four media buyers were identified and contacted as potential contractors through a competitive telephone solicitation process. Two companies provided a response to the City's request. Copp Media Services has been selected as the qualified vendor based on the company's marketing plan outline, service charge and experience. A media plan which outlines three phases of public outreach provides the scope of the project and is provided as an exhibit to the attached contract. Phase I is a general public awareness campaign, Phase II is a consumer education tactic campaign, and Phase III is a promotional engagement campaign.

Financial Considerations: The cost for Phase I Public Awareness Campaign shall not exceed $16,000. The cost for Phase II Consumer Education Tactic Campaign shall not exceed $41,000. There are no direct City costs associated with Phase III Promotional Engagement Campaign. The entire project shall not to exceed $57,000. Phase I media outlet costs and schedules are provided as an exhibit to the contract. Only Phase I will be contracted for at this time and funding will come from Marketing Services General Fund budget ($10,000) and from Public Works Environmental Initiative Project Account ($6000). Phase II and III Media outlet costs and schedules are not provided at this time as funding has not been identified. The City will continue to explore opportunities to engage additional funding partners.

Goal Impact: This project addresses goals for Safe and Secure Community, Efficient Infrastructure and Economic development.

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

Recommendation/Action: It is recommended that the City Council approve the attached contract including the "Be Air Aware" media plan concept and authorize the necessary signatures.

Attachments: Contract for Copp Media Services

CONTRACT
for
Be Air Aware Media Campaign

THIS CONTRACT entered into this 2nd day of June, 2010, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY"**, and Copp Media Services, Inc., hereinafter called **"CONTRACTOR"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited formal proposal for the Be Air Aware Media Campaign; and

WHEREAS, CONTRACTOR 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. CONTRACTOR** shall provide to the **CITY** at its request media services including a strategic marketing campaign (Media Plan) and will work with City staff to implement the campaign from concept to completion. The work will include but is not limited to purchasing the advertisements, assisting with message development and advertisement production if needed, providing evaluation and revamping the campaign for effectiveness, if necessary, and assistance with development of community partnerships. These commodities and/or services specified in its proposal package which is comprised of a Media Plan (Exhibit B) and Media Schedules - Phase I (Exhibit C), shall be considered a part of this contract and are incorporated by reference herein. Phase II scope of services identified in the Media Plan may be provided in part or in its entirety through a separately bid contract at a later date.

2. **Compensation. CITY** agrees to pay to **CONTRACTOR** for the media services as described as Phase I Public Awareness Campaign (Media Plan Exhibit B) and identified by media outlet and schedule in Phase I Media Schedules (Exhibit C) for a total amount of $15,096.50 and as approved by the City Council on _____. The **CONTRACTOR** agrees to pay identified radio stations for airing public service messages as identified in Exhibit B and C for the total net amount of $12,832.03. The **CONTRACTOR** will keep the standard agency commission of 15% allowed by the radio stations as compensation for services in the amount of $2,264.47. All media placements will be documented for compensation and will be billed to **City** no later than 30 days after placement.

3. **Term.** The term of the contract shall be for one year. Phase I shall begin June 14 and will be completed no later than July 15**.** Phases II and III are options that may be contracted as agreed by addendum. 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 **CONTRACTOR.** Upon notice of cancellation, **Contracto**r shall make no further media placements, and shall receive no further compensation, having withheld commission from each media placement as made.

4. **Indemnification and Insurance.**

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$500,000 each occurrence $500,000 each aggregate
Property Damage Liability	$500,000 each occurrence $500,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 each occurrence $500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	$500,000 each accident
Property Damage Liability	$500,000 each accident
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 each accident

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability $100,000 each accident

The Insurance Certificate must contain the following:

A. Statement that the Contractural Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.

B. Cancellation – should any of the above polices be canceled before the expiration date thereof the issuing company will mail ten (10) days written notice to certificate holder.

5. **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws. CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **CONTRACTOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination. CONTRACTOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration**. The **Contractor** and the **City** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the **CONTRACTOR** or **CONTRACTOR** represents the he or she is duly authorized by the contractor or **CONTRACTOR** to execute this contract, and that the contractor or **CONTRACTOR** 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

CITY OF WICHITA, KANSAS

_____
Carl G. Brewer
Mayor

_____
Bonnie Tharp
Copp Media Services, Inc.

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

EXHIBIT A

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

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

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

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor

reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors 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 Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor 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

Be Air Aware Campaign
Media Plan
Prepared by Copp Media Services
June 3, 2010

Situation Analysis

The communities within the four county areas of Sedgwick, Butler, Harvey and Sumner are currently in a crisis situation of becoming non-compliant with the EPA standard on air quality. The air in our communities is measured daily April through October. In addition to air quality being a public health risk, non-compliance will cause our communities and local business' to incur penalties and expenses as well as fall under different guidelines. The annual estimated cost for our cities and businesses are estimated to be a minimum of $10 Million. It is important that our communities develop a public education program to inform the citizens of this threat of non-compliance and to begin to change consumer habits and implement changes to improve our air quality.

It is estimated that two-thirds of air pollution is caused by "every day" things that we do as individuals (with one-third air pollution resulting from businesses). Following is a partial list of simple steps that we could implement to make a difference:

- Limit vehicle idling
- Refuel car after 6PM
- Avoid spilling gas and don't "top off"
- Keep car tuned and tires property inflated
- Drive Less, Carpool or rideshare, combine your errands into one trip, bike, walk
- Mow grass after 6PM, keep lawn movers property tuned
- Conserve electricity – don't over cool your home (78 degrees in the summer)
- Use Compact Fluorescent Light Bulbs (CFLs) and LED lights
- Dispose of household paints, solvents and pesticides properly, store in airtight containers
- Paint with brush, not a sprayer
- Ride the bus

Geographic Target Audience

The Be Air Aware Campaign target markets will be the four counties of Sedgwick, Butler, Harvey and Sumner counties.

Demographic Target Audience

Our message will be directed to a target demographic of Adults 18 plus. There are generational groups that tend to have a greater concern about the environment and, therefore, will be more easily influenced to make a difference by changing their personal habits as it relates to living their daily lives. The campaign should have a secondary target of Adults 35 Plus to ensure that we are adequately reaching this audience at an affective level.

Media Goals and Objectives

The media plan will be segmented into three phases:

1. Public Awareness/Consumer Education
2. Consumer Education – Tactics
3. Promotional – Engagement

Each of these campaigns will have a "creative platform" as well as separate goals and strategies to ensure that each "Phase" has adequate reach and frequency goals to achieve results.

Phase I - Public Awareness Introductory Campaign

It is critical the citizens of our communities understand the urgency of our air quality situation and the negative effects of non-compliance will have on our daily lives – both quality of life as well as the financial impact upon local businesses. The message for this portion of our campaign should be delivered by the Mayor of Wichita. Mayor Carl Brewer is a respected and authoritative figure that will be needed to generate the attention that this issue deserves.

The content of this message(s) should be unscripted and positioned as a critical period for "you, your family, your city and local businesses." The message should be YOU CAN HELP and over the next few weeks we will be running public service messages that will give you ways in which we all can make a difference in our air quality. The creative should direct the consumer to our website to discover how simple steps can make a difference in our air quality.

The media goal for this campaign will be to reach 80% of Adults 18 plus with a frequency of seven times during this two-week campaign. The primary media strategy during the first phase of the campaign will be radio. This medium will allow us the opportunity to reach a large demographic audience and is a medium that will help us to reach the consumer several times over the fourteen day period with the message that we can all make a difference.

We will ask radio stations to partner with us by providing "Public Service Inventory (PSA)" that will air our :60 second creative messages. Each station group has a different set of guidelines for PSAs, and the proposed schedules attached include estimated PSA commercials.

Campaign Flight Dates/Projected Investments
June 14-27 (2 Weeks)
Radio

Estimated Rating Points, Adults 18 Plus:	618.8 GRPs
Estimated Reach, Adults 18Plus:	81.4
Estimated Frequency, Adults 18 Plus:	7.6 Times
Estimated Investment:	$15,096.50

TOTAL Phase I -Public Awareness Campaign $15,096.50

Phase II - Consumer Education Tactic Campaign

Once the general consumer is aware of the problem, we must give them solutions that they can implement on a daily basis. Because we are trying to change consumer habits, this portion of our campaign must focus on frequency mediums in addition to reach mediums.

The creative platform will contain multiple messages of facts about what causes the pollution and then solutions that will help our air remain healthy. We are suggesting that the positioning of this portion of the campaign is "Be Air Aware and Make a Difference." This statement reinforces our campaign slogan and also gives a call to action. An example of a campaign message might be:

> Copy: Wait until after 6PM to get gas when it is cooler. If you gas up during the day, the emissions bake in the heat and create smog. We can make our community a healthier and better place to live. Be Air Aware and Make a Difference.
>
> Copy: Don't top off the gas tank. Once you hear the handle click, take the nozzle out. When you keep fueling after it clicks, gas often spills out and causes vapors. Spilling justone ounce of gasoline produces the same amount of emissions as a car driving 56 miles. Be Air Aware and Make a Difference
>
> Copy: Wait until after 6PM to mow your yard when it is cooler to reduce emissions. If possible, switch to using an electric or push mower. Over the life of a traditional lawnmower, it puts out as much air pollution as 43 cars driven 12,000 miles each. Be Air Aware and Make a Difference.
>
> Copy: Don't idle your vehicle for more than 30 seconds unless you are stuck in traffic. Idling produces the same amount of emissions as driving 30 miles per hour. Be Air Aware and Make a Difference.

Additional messages would be created and air through the Consumer Education Tactic Campaign.

The media goal for this campaign will be to reach 95% of Adults 18 Plus an average of 18 times over the three week period. Schedules will be placed with television stations (network and cable), radio stations and newspaper to achieve the high reach and frequency goals. We will ask radio and television stations to partner with us to provide additional public service announcement time to generate greater reach and frequency of our messages.

We will also utilize Facebook advertising during this campaign to build awareness. Social media will help us to engage the younger audience (as well as reach Adults 35-54) with our message on making a difference. A Facebook Fan Page could also be created along with Facebook Advertising. There are currently 442,500 Facebook accounts for users within ten miles of Wichita. With a budget of $1,000 the campaign would have 2,130,000 impressions to Adults 18+ within ten miles of Wichita. By utilizing Facebook Ads, we would also be able to find out more information about the users who clicked on the ad and became fans. Information would include music genres listened too, favorite television shows, hobbies and more.

We would also recommend scheduling of interviews with radio stations and television news programming to talk about this initiative and gain public support of our efforts.

We did consider outdoor billboard advertising, and are suggesting that this strategy not be implemented at this time. We believe that we need to provide a message that has greater detail than an outdoor billboard could provide during this phase of the campaign.

Campaign Flight Dates to be Determined/Projected Investments

Television – 3 Week Campaign

Estimated Rating Points, Adults 18 Plus:	600.0 GRPs
Estimated Reach, Adults 18 Plus:	98%
Estimated Frequency, Adults 18 Plus:	6.1 Times
Estimated Investment:	$22,800

Newspaper

Wichita Eagle – 3 Week Campaign

Full Page and 2 column x 5 inch - Weekly

Estimated Rating Points, Adults 18 Plus:	720.0 GRPs
Estimated Reach, Adults 18 Plus:	75%
Estimated Frequency, Adults 18 Plus:	9.6 Times
Estimated Investment:	$5,148

Radio - 3 Week Campaign

Estimated Rating Points, Adults 18 Plus:	450.0 GRPs
Estimated Reach, Adults 18 Plus:	65%
Estimated Frequency, Adults 18 Plus:	6.9 Times
Estimated Investment:	$11,250

Face Book – 3 Week Campaign

Estimated Budget per day:	$60
Estimated Impressions:	2,130,000
Estimated Investment:	$1,140

TOTAL Phase II Consumer Education Tactic Campaign $40,338

Phase III - Promotional-Engagement Campaign

The third phase of the campaign has been developed as a tool to seek promotional partners in an effort to extend the life of the overall campaign. The following "ideas" have been developed to provide a foundation for generating interest of larger corporations to become involved in this campaign. Each of the programs outlined below are in their infant stages, and additional work would need to be completed to provide a finished product for presentation. The Promotional-Engagement phase of the campaign can run at any time. In fact, there are enough options that this part of the promotion can run during the Consumer Education Tactic campaign as well as throughout the summer.

Davis Moore - approach Dawson Grimsley to adopt the automotive message of this campaign as one of the Davis Moore Dealership "cause marketing" campaigns. The message fits well with a car dealership, encouraging people to fuel their cars after 6PM, not idle when stopped for more than one minute and not to "top off" their fuel.

Dillons/Kwik Shop – partner with Kwik Shop to see if they will offer an additional incentive for people who fill their tanks up after 6PM – possible incentives would be free coffee, soft drink, car wash, etc. The message about not topping off their tank and/or fueling after 6PM could be promoted at the pump.

Wichita Auto Dealers Association – work with the Wichita Auto Dealers Association to develop a "coupon program" that will give dollars off of tune ups, service products to help encourage consumers to keep their vehicles in top conditions in an effort to provide cleaner air.

Bad Boy, Grass Hopper, John Deere Mowers – Develop some type of promotion that is a "mystery shopper" that seeks out persons who are mowing after 6PM. Take a camera crew and film that person getting $50 cash and/or certificate as a recognition of making a difference in our community.

Ride Share Programs - we have reviewed some of these programs and think that Zimride provides a quality product that can be placed on the Wichita.gov site as zimride.Wichita.gov. It also has Facebook integration which users can utilize and we could promote it using Facebook ads and a Facebook Fan Page. Our understanding is the software has a backend where it could be run by us or the city. It isn't cheap but they are willing to work with us on pricing because there is a marketing plan behind it. They estimated $30,000 on the cost but would like to set up a demonstration meeting. A program of this nature would need the costs offset by sponsors.

The City of Albuquerque is using software called Private Carpool Software. This software is much cheaper and they do offer a trial. The cost is $10 per month for the first 500 user trip records and $2 per each additional 100 user trip records. Thelink to their carpooling site and the link to the software sites are:

> http://www.cabq.gov/transit/getting-around/carpoolinghttp://www.carpoolworld.com/groups.html#pricing

July, which is one of the hottest months in Kansas, could be "Wichita Carpooling Month". This could be marketed by sponsoring the morning traffic on radio stations. If a personalized app is needed, that could be placed on the Wichita.gov site, Facebook app or mobile app. We believe Howerton+White would be a perfect choice for development and could do this much cheaper than the $30,000 Zimride is asking.

We have reserved the account name WichitaCarpool on Twitter that could be set up as an informational and updateable site. Twitter is known for being immediate information and the average Twitter user tends to care more about the environment, social issues and charitable organizations.

Final Friday Parking - Parking is already difficult in Old Town, so why not have free valet parking for First Friday and Final Friday? This should be utilized in a certain month for all vehicles with four or more people in the car. The businesses in Old Town would be asked to put up flyers promoting the event and also use the special hand stamps with the text message to persons entering their business on those days.

Energy Star Campaign -Having Energy Star compliant appliances can save money and also help in keeping Wichita's air clean. A campaign partnering with a furniture store or multiple stores to have a Wichita Energy Star Weekend in which anyone who purchases an Energy Star compliant appliance is registered to have their purchase reimbursed. There will be one winner from each store that gets involved. To promote this campaign we would ask the stores to provide in-store marketing as well as asking the Wichita Eagle to run a story on how having compliant appliances helps keep clean air, how it saves individuals money and electricity and also about the campaign. We would also ask the Eagle for a Post It Note ad in the shape of a star on the front page of the Eagle on Friday of the event. The Post It Note could say see page X for more information and also text "Energy Star" to 25827 for a list of partner locations.

Gas and Electric Grills - July 4th is one of the biggest days of the year for grilling outside. A radio campaign the week of the 4th advising people how much better gas and electric grills are for the air will help to educate the general public of this. Partner with Dillon's to either donate or pay for a page on their insert for the Wednesday coupons in the Wichita Eagle and also in-store promotions either on the carts or in the meat department. A contest could be done around this page that would include bringing the ad in and scanned with your Dillon's card on Friday or Saturday before the 4th, you would be registered for a gas grill given away on Saturday night and delivered to your house on Sunday morning.

Be Air Aware Campaign
Summary

Phase I	Public Awareness Campaign	$15,096.50
June 9-June 27, 2010	Consumer Education Tactic Campaign	$40,338.00
June 9-August 28, 2010	Promotional Engagement Campaign	Sponsorships/ Grants
TOTAL INVESTMENT – CITY OF WICHITA		$55,434.50

Station Order

Order #: 70-352 **Revision #:** 0 **Date:** 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.

Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Revision Comments:

Line No	Daypart / Program	Daypart Code	STN Gross	Dur	Wks 6/14	Wks 6/21	Total Spots	Adults 18+ RTG / CPP
KDGS-FM								
1	MTuWThF 6:00a-7:00p	RT	$30.00	60	14	12	26	1.2
								$25.00
2	MTuWThFSaSu 6:00a-5:59a	RT	$0.00	60	20	18	38	0.7
	psa							$0.00
3	Sa 6:00a-7:00p	WK	$15.00	60	6	6	12	0.8
								$18.75
				Total Spots:	40	36	76	
				Total GRP/GIMP(000):	35.6	31.8		67.4

Total Cost: $960.00 **Total CPP/CPM:** $14.24

Total		
JUN 10	$960.00	76

Signature: _____

Station Order

Order #: 70-353 **Revision #:** 0 **Date:** 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.

Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Revision Comments:

Line No	Daypart / Program	Daypart Code	STN Gross	Dur	Wks 6/14	Wks 6/21	Total Spots	Adults 18+ RTG / CPP
KEYN-FM								
4	MTuWThF 6:00a-7:00p	RT	$26.00	60	14	12	26	0.9
								$28.89
5	MTuWThFSaSu 6:00a-5:59a	RT	$0.00	60	20	18	38	0.5
	psa							$0.00
6	Sa 6:00a-7:00p	WK	$10.00	60	6	6	12	0.5
								$20.00
				Total Spots:	40	36	76	
				Total GRP/GIMP(000):	25.6	22.8		48.4

Total Cost: $796.00 **Total CPP/CPM:** $16.45

Total			
	JUN 10	$796.00	76

Signature: _____

Station Order

Order #: 70-354 **Revision #:** 0 **Date:** 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Vendor: KFBZ-FM
2120 N. Woodlawn Ste. 352
Wichita, KS 67208
Jeff Pickering
Phone: 316-685-2121 **Fax:** 316-685-3408

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.
Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Revision Comments:

Line No	Daypart / Program	Daypart Code	STN Gross	Dur	Wks 6/14	Wks 6/21	Total Spots	Adults 18+ RTG / CPP
KFBZ-FM								
7	MTuWThFSaSu 6:00a-5:59a psa	RT	$0.00	60	20	18	38	0.3 / $0.00
8	MTuWThF 6:00a-7:00p 0	RT	$30.00	60	14	12	26	0.6 / $50.00
9	Sa 6:00a-7:00p	WK	$10.00	60	6	6	12	0.4 / $25.00
				Total Spots:	40	36	76	
				Total GRP/GIMP(000):	16.8	15.0		31.8
		Total Cost:	$900.00				**Total CPP/CPM:**	$28.30

Total		
JUN 10	$900.00	76

Signature: _____

Station Order

Order #: 70-355 **Revision #:** 0 **Date:** 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Vendor: KFDI-FM
1632 So. Maize Road
Wichita, KS 67209
La Nguyen
Phone: 316-721-8484 **Fax:** 316-773-1901

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.
Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Revision Comments:

Line No	Daypart / Program	Daypart Code	STN Gross	Dur	Wks 6/14	Wks 6/21	Total Spots	Adults 18+ RTG / CPP
KFDI-FM								
26	MTuWThF 6:00a-7:00p	RT	$33.55	60	15	15	30	1.8 / $18.64
27	MTuWThFSaSu 5:00a-5:00a streaming	RT	$1.00	60	25	25	50	0.1 / $10.00
28	MTuWThF 7:00p-12:00a	EV	$34.00	60	5	5	10	0.3 / $113.33
29	MTuWThF 12:00a-6:00a	RT	$34.00	60	5	5	10	0.3 / $113.33
30	SaSu 6:00a-7:00p	WK	$33.00	60	6	6	12	1.1 / $30.00
31	SaSu 7:00p-12:00a	EV	$33.00	60	2	2	4	0.3 / $110.00
32	SaSu 12:00a-6:00a	RT	$33.00	60	2	2	4	0.2 / $165.00
				Total Spots:	60	60	120	
				Total GRP/GIMP(000):	40.1	40.1		80.2

Total Cost: $2,396.50 **Total CPP/CPM:** $29.88

Total		
JUN 10	$2,396.50	120

Station Order

Order #: 70-355 **Revision #:** 0 **Date:** 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Vendor: KFDI-FM
1632 So. Maize Road
Wichita, KS 67209
La Nguyen
Phone: 316-721-8484 **Fax:** 316-773-1901

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.
Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Revision Comments:

Line No	Daypart / Program	Daypart Code	STN Gross	Dur	Wks 6/14	Wks 6/21	Total Spots	Adults 18+ RTG / CPP

KFDI-FM

Signature: _____

Station Order

Order #: 70-367 **Revision #:** 0 **Date:** 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.

Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Revision Comments:

Line No	Daypart / Program	Daypart Code	STN Gross	Dur	Wks 6/14	Wks 6/21	Total Spots	Adults 18+ RTG / CPP
KFTI-AM								
39	MTuWThF 6:00a-7:00p	RT	$6.00	60	15	15	30	0.4 / $15.00
40	MTuWThF 7:00p-12:00a	EV	$4.00	60	5	5	10	0.2 / $20.00
41	MTuWThF 12:00a-6:00a	RT	$4.00	60	5	5	10	0.1 / $40.00
42	SaSu 6:00a-7:00p	WK	$5.00	60	6	6	12	0.3 / $16.67
43	SaSu 7:00p-12:00a	EV	$4.00	60	2	2	4	0.2 / $20.00
44	SaSu 12:00a-6:00a	RT	$4.00	60	2	2	4	0.1 / $40.00
				Total Spots:	35	35	70	
				Total GRP/GIMP(000):	9.9	9.9		19.8

Total Cost: $352.00 **Total CPP/CPM:** $17.78

Total		
JUN 10	$352.00	70

Signature: _____

Station Order

Order #: 70-368 **Revision #:** 0 **Date:** 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.

Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Revision Comments:

Line No	Daypart / Program	Daypart Code	STN Gross	Dur	Wks 6/14	Wks 6/21	Total Spots	Adults 18+ RTG / CPP
KFTI-FM								
45	MTuWThF 6:00a-7:00p	RT	$6.00	60	15	15	30	0.3 / $20.00
46	MTuWThF 7:00p-12:00a	EV	$4.00	60	5	5	10	0.1 / $40.00
47	MTuWThF 12:00a-6:00a	RT	$4.00	60	5	5	10	0.0
48	SaSu 6:00a-7:00p	WK	$5.00	60	6	6	12	0.2 / $25.00
49	SaSu 7:00p-12:00a	EV	$4.00	60	2	2	4	0.1 / $40.00
50	SaSu 12:00a-6:00a	RT	$4.00	60	2	2	4	0.0
				Total Spots:	35	35	70	
				Total GRP/GIMP(000):	6.4	6.4		12.8
		Total Cost:	$352.00				**Total CPP/CPM:**	$27.50

Total		
JUN 10	$352.00	70

Signature: _____

Station Order

Order #: 70-357 **Revision #:** 0 **Date:** 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.

Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Revision Comments:

Line No	Daypart / Program	Daypart Code	STN Gross	Dur	Wks 6/14	Wks 6/21	Total Spots	Adults 18+ RTG / CPP
KFXJ-FM								
33	MTuWThF 6:00a-7:00p	RT	$14.00	60	15	15	30	0.8 / $17.50
34	MTuWThF 7:00p-12:00a	EV	$13.00	60	5	5	10	0.3 / $43.33
35	MTuWThF 12:00a-6:00a	RT	$13.00	60	5	5	10	0.1 / $130.00
36	SaSu 6:00a-7:00p	WK	$13.00	60	6	6	12	0.4 / $32.50
37	SaSu 7:00p-12:00a	EV	$13.00	60	2	2	4	0.3 / $43.33
38	SaSu 12:00a-6:00a	RT	$13.00	60	2	2	4	0.1 / $130.00
				Total Spots:	35	35	70	
				Total GRP/GIMP(000):	17.2	17.2		34.4

Total Cost: $940.00 **Total CPP/CPM:** $27.33

Total			
	JUN 10	$940.00	70

Signature: _____

Station Order

Order #: 70-358 **Revision #:** 0 **Date:** 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Vendor: KIBB-FM
1938 N. Woodlawn Ste. 150
Wichita, KS 67208
Kim Kretchmar
Phone: 316-558-8800 **Fax:** 316-558-8802

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.
Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Revision Comments:

Line No	Daypart / Program	Daypart Code	STN Gross	Dur	Wks 6/14	Wks 6/21	Total Spots	Adults 18+ RTG / CPP
KIBB-FM								
64	Sa 6:00a-7:00p	WK	$25.00	60	7	0	7	0.7 / $35.71
65	MTuWThF 6:00a-7:00p	RT	$50.00	60	8	0	8	0.8 / $62.50
66	MTuWThFSaSu 6:00a-12:00p psa	RT	$0.00	60	15	0	15	0.7 / $0.00
				Total Spots:	30	0	30	
				Total GRP/GIMP(000):	21.8			21.8
			Total Cost:	$575.00			**Total CPP/CPM:**	$26.38

Total		
JUN 10	$575.00	30

Signature: _____

Station Order

Order #: 70-359 **Revision #:** 0 **Date:** 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.

Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Revision Comments:

Line No	Daypart / Program	Daypart Code	STN Gross	Dur	Wks 6/14	Wks 6/21	Total Spots	Adults 18+ RTG / CPP
KICT-FM								
51	MTuWThF 6:00a-7:00p	RT	$14.00	60	15	15	30	1.0 $14.00
52	MTuWThFSaSu 5:00a-5:00a Streaming	RT	$1.00	60	25	25	50	0.1 $10.00
53	MTuWThF 7:00p-12:00a	EV	$13.00	60	5	5	10	0.6 $21.67
54	MTuWThF 12:00a-6:00a	RT	$13.00	60	5	5	10	0.2 $65.00
55	SaSu 6:00a-7:00p	WK	$13.00	60	6	6	12	0.9 $14.44
56	SaSu 7:00p-12:00a	EV	$13.00	60	2	2	4	0.5 $26.00
57	SaSu 12:00a-6:00a	RT	$13.00	60	2	2	4	0.2 $65.00
				Total Spots:	60	60	120	
				Total GRP/GIMP(000):	28.3	28.3		56.6

Total Cost: $990.00 **Total CPP/CPM:** $17.49

Total		
JUN 10	$990.00	120

Station Order

Order #: 70-359 **Revision #:** 0 **Date:** 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.

Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Revision Comments:

Line No	Daypart / Program	Daypart Code	STN Gross	Dur	Wks 6/14	Wks 6/21	Total Spots	Adults 18+ RTG / CPP

KICT-FM

Signature: _____

Station Order

Order #: 70-360 **Revision #:** 0 **Date:** 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.

Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Revision Comments:

Line No	Daypart / Program	Daypart Code	STN Gross	Dur	Wks 6/14	Wks 6/21	Total Spots	Adults 18+ RTG / CPP
KNSS-AM								
10	MTuWThF 6:00a-7:00p	RT	$30.00	60	24	20	44	1.5
								$20.00
11	MTuWThFSaSu 6:00a-5:59a	RT	$0.00	60	32	26	58	0.7
	psa							$0.00
12	Sa 6:00a-7:00p	WK	$10.00	60	8	6	14	0.4
								$25.00
				Total Spots:	64	52	116	
				Total GRP/GIMP(000):	61.6	50.6		112.2

Total Cost: $1,460.00 **Total CPP/CPM:** $13.01

Total

JUN 10	$1,460.00	116

Signature: _____

Station Order

Order #: 70-361 **Revision #:** 0 **Date:** 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Vendor: KRBB-FM
9323 E. 37th Street North
Wichita, KS 67226
Michael O'Donnel
Phone: 316-494-6600 **Fax:** 316-494-6730

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.
Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Revision Comments:

Line No	Daypart / Program	Daypart Code	STN Gross	Dur	Wks 6/14	Wks 6/21	Total Spots	Adults 18+ RTG / CPP
KRBB-FM								
13	MTu 6:00a-7:00p	RT	$69.00	60	10	10	20	0.8 / $86.25
14	MTuWThFSaSu 6:00a-5:59a psa	RT	$0.00	60	3	3	6	0.4 / $0.00
				Total Spots:	13	13	26	
				Total GRP/GIMP(000):	9.2	9.2		18.4
			Total Cost:	$1,380.00			**Total CPP/CPM:**	$75.00

Total

JUN 10	$1,380.00	26

Signature: _____

Station Order

Order #: 70-362 **Revision #:** 0 **Date:** 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.

Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Revision Comments:

Line No	Daypart / Program	Daypart Code	STN Gross	Dur	Wks 6/14	Wks 6/21	Total Spots	Adults 18+ RTG / CPP
KTHR-FM								
15	MTuWThF 6:00a-7:00p	RT	$28.00	60	7	7	14	0.5 $56.00
16	MTuWThFSaSu 6:00a-5:59a psa	RT	$0.00	60	5	5	10	0.3 $0.00
17	Sa 6:00a-7:00p	WK	$15.00	60	8	8	16	0.4 $37.50
				Total Spots:	20	20	40	
				Total GRP/GIMP(000):	8.2	8.2		16.4
		Total Cost:	$632.00				**Total CPP/CPM:**	$38.54

Total		
JUN 10	$632.00	40

Signature: _____

Station Order

Order #: 70-363 **Revision #:** 0 **Date:** 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.

Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Revision Comments:

Line No	Daypart / Program	Daypart Code	STN Gross	Dur	Wks 6/14	Wks 6/21	Total Spots	Adults 18+ RTG / CPP
KVWF-FM								
18	MTuWThF 6:00a-7:00p	RT	$25.00	60	15	15	30	0.7
								$35.71
19	MTuWThFSaSu 6:00a-5:59a psa	RT	$0.00	60	21	21	42	0.4
								$0.00
20	Sa 6:00a-7:00p	WK	$15.00	60	6	6	12	0.5
								$30.00
				Total Spots:	42	42	84	
				Total GRP/GIMP(000):	21.9	21.9		43.8

Total Cost: $930.00 **Total CPP/CPM:** $21.23

Total		
JUN 10	$930.00	84

Signature: _____

Station Order

Order #: 70-364 **Revision #:** 0 **Date:** 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.

Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Revision Comments:

Line No	Daypart / Program	Daypart Code	STN Gross	Dur	Wks 6/14	Wks 6/21	Total Spots	Adults 18+ RTG / CPP
KYQQ-FM								
58	MTuWThF 6:00a-7:00p	RT	$10.00	60	15	15	30	0.2
								$50.00
59	MTuWThF 7:00p-12:00a	EV	$9.00	60	5	5	10	0.0
60	MTuWThF 12:00a-6:00a	RT	$9.00	60	5	5	10	0.0
61	SaSu 6:00a-7:00p	WK	$9.00	60	6	5	11	0.2
								$45.00
62	SaSu 7:00p-12:00a	EV	$8.00	60	2	2	4	0.0
63	SaSu 12:00a-6:00a	RT	$7.00	60	2	2	4	0.0
				Total Spots:	35	34	69	
				Total GRP/GIMP(000):	4.2	4.0		8.2

Total Cost: $639.00 **Total CPP/CPM:** $77.93

Total			
	JUN 10	$639.00	69

Signature: _____

Station Order

Order #: 70-365 **Revision #:** 0 **Date:** 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.

Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Revision Comments:

Line No	Daypart / Program	Daypart Code	STN Gross	Dur	Wks 6/14	Wks 6/21	Total Spots	Adults 18+ RTG / CPP
KZCH-FM								
21	MTuWThF 6:00a-7:00p	RT	$39.00	60	7	7	14	0.8
								$48.75
22	MTuWThFSaSu 6:00a-5:59a	RT	$0.00	60	5	5	10	0.5
	psa							$0.00
23	Sa 6:00a-7:00p	WK	$18.00	60	8	8	16	0.5
								$36.00
				Total Spots:	20	20	40	
				Total GRP/GIMP(000):	12.1	12.1		24.2

Total Cost: $834.00 **Total CPP/CPM:** $34.46

Total

JUN 10	$834.00	40

Signature: _____

Station Order

Order #: 70-366 **Revision #:** 0 **Date:** 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.

Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Revision Comments:

Line No	Daypart / Program	Daypart Code	STN Gross	Dur	Wks 6/14	Wks 6/21	Total Spots	Adults 18+ RTG / CPP
KZSN-FM								
24	MTuWThF 6:00a-7:00p	RT	$40.00	60	12	12	24	0.8 / $50.00
25	MTuWThFSaSu 6:00a-5:59a psa	RT	$0.00	60	4	4	8	0.4 / $0.00
				Total Spots:	16	16	32	
				Total GRP/GIMP(000):	11.2	11.2		22.4
	Total Cost:		$960.00				**Total CPP/CPM:**	$42.86

Total

JUN 10	$960.00	32

Signature: _____

Summary by Station/System

Date: 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.

Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Station	Total Spots	STN Gross	PCT	Adults 18+ CPP	GRP	PCT
					Reach Pct / Freq	
KDGS-FM	76	$960.00	6%	$14.24	67.4	11%
					11.6%	5.8
KEYN-FM	76	$796.00	5%	$16.45	48.4	8%
					9.3%	5.2
KFBZ-FM	76	$900.00	6%	$28.30	31.8	5%
					6.6%	4.8
KFDI-FM	120	$2,396.50	16%	$29.88	80.2	13%
					17.8%	4.5
KFTI-AM	70	$352.00	2%	$17.78	19.8	3%
					4.5%	4.4
KFTI-FM	70	$352.00	2%	$27.50	12.8	2%
					3.0%	4.2
KFXJ-FM	70	$940.00	6%	$27.33	34.4	6%
					8.8%	3.9
KIBB-FM	30	$575.00	4%	$26.38	21.8	4%
					6.2%	3.5
KICT-FM	120	$990.00	7%	$17.49	56.6	9%
					9.8%	5.8
KNSS-AM	116	$1,460.00	10%	$13.01	112.2	18%
					11.4%	9.8

Summary by Station/System

Date: 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.

Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Station	Total Spots	STN Gross	PCT	Adults 18+ CPP	GRP	PCT
					Reach Pct / Freq	
KRBB-FM	26	$1,380.00	9%	$75.00	18.4	3%
					5.6%	3.3
KTHR-FM	40	$632.00	4%	$38.54	16.4	3%
					5.3%	3.1
KVWF-FM	84	$930.00	6%	$21.23	43.8	7%
					7.7%	5.7
KYQQ-FM	69	$639.00	4%	$77.93	8.2	1%
					1.6%	5.2
KZCH-FM	40	$834.00	6%	$34.46	24.2	4%
					8.3%	2.9
KZSN-FM	32	$960.00	6%	$42.86	22.4	4%
					7.5%	3.0
Market Total:	1115	$15,096.50		$24.40	618.8	
					81.4%	7.6

Summary by Station/Month

Date: 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
Flight Start Date: 6/14/10 12:00:00 AM
Flight End Date: 6/27/10 11:59:00 PM
Survey: WI10 MSA ARB
Buyer: Bonnie Tharp

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.

Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Station		Total Spots	STN Gross	PCT
KDGS - FM				
	JUN 10	76	$960.00	6%
KEYN - FM				
	JUN 10	76	$796.00	5%
KFBZ - FM				
	JUN 10	76	$900.00	6%
KFDI - FM				
	JUN 10	120	$2,396.50	16%
KFTI - AM				
	JUN 10	70	$352.00	2%
KFTI - FM				
	JUN 10	70	$352.00	2%
KFXJ - FM				
	JUN 10	70	$940.00	6%
KIBB - FM				
	JUN 10	30	$575.00	4%
KICT - FM				
	JUN 10	120	$990.00	7%
KNSS - AM				
	JUN 10	116	$1,460.00	10%
KRBB - FM				
	JUN 10	26	$1,380.00	9%

Summary by Station/Month

Date: 6/2/2010

Client: City of Wichita
Media: Radio
Product: Be Air Aware - Introductory Campaig
Market: Wichita
Primary Demo: Adults 18+
Separation between spots: 30

Estimate: 70
Description: Be Air Aware Radio Campaign
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Buyer: Bonnie Tharp

Send Billing To: Copp Media Services, Inc.
3215 Keywest Ct.

Wichita, KS 67204
Phone: 316-425-7065
Fax: 316-425-7047

Estimate Comments:

Station		Total Spots	STN Gross	PCT
KTHR - FM				
	JUN 10	40	$632.00	4%
KVWF - FM				
	JUN 10	84	$930.00	6%
KYQQ - FM				
	JUN 10	69	$639.00	4%
KZCH - FM				
	JUN 10	40	$834.00	6%
KZSN - FM				
	JUN 10	32	$960.00	6%
Market Total:				
	JUN 10	1115	$15,096.50	100%
		1115	$15,096.50	

Senior Management Expenses
For the Month of April 2010

Employee by Department	Purpose	Amount
01-City Manager Staff		
Robert Layton, City Manager	KACM Soring Conference, Lawrence, KS	$ 553.24
Cathy Holdeman, Assistant City Manager	KACM Soring Conference, Lawrence, KS	712.14
04-Law		
Gary Rebenstorf, Director of Law	Int'l Municipal Lawyer's Association Conf.,Washington, DC	$1,858.24
13-Public Works		
Jim Armour, City Engineer	KS Transportation Engineering Conference, Manhattan, KS	$420.74
16-Transit		
Michael Vinson, Director of Transit	KPTA Quarterly Board Meeting, Topeka, KS	130.00
18-Water and Sewer		
Debra Ary, Superintendent Water Production & Pumping	NGWA Groundwater Sumit, Denver, CO	1,836.79
Total		**$ 5,511.15**

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Ken Mar TIF Bonding Ordinance (District I)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve first reading of the amending ordinance.

Background: On August 19, 2008, the City Council took action to establish the Ken Mar Redevelopment District in the area northwest of 13th and Oliver for the purpose of providing tax increment financing (TIF) to pay a portion of the costs of a redevelopment project in that area.

On January 13, 2009, the City Council adopted the Ken Mar TIF Project Plan and approved a bonding ordinance authorizing the issuance of full faith and credit TIF bonds to pay for acquisition of property and construction of site improvements in the Ken Mar Redevelopment District. It has been recommended by bond counsel that the City amends the bonding ordinance to clarify and expand the authority to issue bonds for the project.

Analysis: An amending ordinance has been prepared authorizing the City to issue general obligation bonds under home rule authority in lieu of full faith and credit TIF bonds in order to finance the improvements in the Ken Mar District. The Ken Mar TIF Project has been duly authorized and TIF revenue will be collected and remitted to the City's Debt Service Fund to repay the bonds.

Financial Considerations: All approved costs have been completed for this project. The amending bonding ordinance is needed to finance costs for this project in connection with the summer 2010 bond sale.

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

Legal Considerations: The attached amending ordinance has been prepared by bond counsel and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council place the amending ordinance on first reading.

Attachment: Amending ordinance.

ORDINANCE NO. 48-751

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY ALL OR A PORTION OF THE COST OF CERTAIN REDEVELOPMENT EXPENSES IN CONNECTON WITH THE KEN MAR CENTER PROJECT AND REPEALING PORTIONS OF ORDINANCE NO. 48-172.

WHEREAS, pursuant to Ordinance No. 48-172 of the City of Wichita, Kansas (the "City"), passed by the Governing Body of the City on January 13, 2009 ("Ordinance No. 48-172"), the Governing Body of the City authorized the issuance of full faith and credit bonds to pay or reimburse all or a portion of the costs of acquiring the property located within the Ken Mar Center Project Area and to construct site improvements located within the project area of the Ken Mar Redevelopment District; and

WHEREAS, it is necessary to repeal portions of Ordinance No. 48-172 to clarify the authority to issue full faith and credit bonds for the project previously described under the authority of Article 12, Section 5, of the Constitution of the State of Kansas;

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

SECTION 1. Sections 2 and 3 of Ordinance No. 48-172 are hereby repealed and replaced by the following:

SECTION 2. The Governing Body hereby declares it to be its intention to issue and sell, in the manner provided by law, full faith and credit bonds (the "Bonds") under the authority of Article 12, Section 5, of the Kansas Constitution, to pay or reimburse all or a portion of the costs of acquiring the property located within the Ken Mar Center Project Area and to construct certain site improvements located within the project area of the Ken Mar Redevelopment District. The costs of such acquisition and improvements, or a portion of such costs, shall be paid or reimbursed by the issuance of full faith and credit bonds as aforesaid in an amount not to exceed $2,750,000, plus the costs of interest on borrowed money.

SECTION 3. It is hereby further authorized, ordered and directed that in order to temporarily finance the aforesaid costs prior to the issuance of the Bonds, there may be issued temporary improvement notes (the "Notes"), the aggregate amount of which shall not exceed the sum of $2,750,000, plus the cost of interest on borrowed money, such Notes to be issued from time to time upon subsequent ordinance or resolution of the City which shall provide and set forth the details of the Notes, including the fixing of the dates, terms, denominations, interest rates and maturity dates thereof. The Notes shall be issued and provision shall be made therefore as funds are needed and required for the orderly completion of the aforesaid land acquisition and improvements. Any Notes issued under the authority of this Section shall be issued under and will contain a recital that they are issued under the authority of K.S.A. 10-123 and Article 12, Section 5 of the Kansas Constitution, and shall contain all other usual and required recitals and covenants and be in the form required by K.S.A. 10-123, as amended and supplemented; and said Notes may be issued in combination with any other temporary notes being issued by the

City as shall be determined by the Governing Body at the time of such issuance to be in the City's best interests.

SECTION 4. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper.

PASSED by the Governing Body of the City of Wichita, Kansas, on June 15, 2010.

(Seal)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Helicopter Engine Overhaul

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the helicopter repairs, Standard Aero as the vendor, and any necessary budget adjustments.

Background: The Wichita Police Air Section operates an MD 500E helicopter for aerial support of Police operations. The helicopter is operated under the rules and guidelines of the Federal Aviation Administration (FAA). In addition, directives from the manufacturer mandate service intervals. Specific pieces of equipment on the helicopter must be replaced at mandated flight hour intervals or the aircraft will be grounded.

Analysis: The Police Department helicopter is required by the FAA to undergo a complete overhaul of the engine when it reaches 4,800 flight hours or it will be grounded. Based on current flight schedules, this is anticipated to occur by July. Price quotes were solicited from three (3) eligible vendors. Standard Aero has given the low bid initial quote of $40,285.57 for the engine overhaul. This vendor has exclusively performed the engine maintenance on the Police Helicopter in the past, and is authorized by the original equipment manufacturer to perform such repairs. Actual costs may vary from the quote.

Financial Considerations: The Police Department operating budget includes funding for helicopter repairs. In addition, a subsidiary reserve fund is maintained within the Police Department budget for major maintenance required by FAA guidelines.

Legal Considerations: None.

Goal Impact: The helicopter is a key component of the Safe and Secure Goal. Providing aerial patrol enhances efforts to reduce response times and the crime rate.

Recommendations/Actions: It is recommended that the City Council approve the helicopter repairs; approve Standard Aero as the vendor for the overhaul of the police helicopter engine and approve any necessary budget adjustments.

Attachments: Quote from Standard Aero.

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: National Recreation and Park Association (NRPA) Food Grant Program. (Districts I, III, IV and VI)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Authorize staff to finalize Memorandum of Understanding with NRPA.

Background: The Department of Park and Recreation offers an eight week half-day Summer Activity Camp for Kids. This program is offered at locations listed below and that participate in the Summer Lunch Program sponsored by USD 259. The program operates Monday through Friday from 1p.m.-5p.m., except for the Hilltop location which meets during the morning. The program targets low income neighborhoods and is licensed by Kansas Department of Health and Environment. The lunch program will be served prior to the afternoon recreation program which serves an estimated 700 to 800 children each summer and it continues to emphasize the local efforts to decrease childhood hunger in Wichita. The Summer Activity Camps/Summer Lunch programs are being offered at the following locations:

Lynette Woodard Recreation Center (District I)
McAdams Recreation Center (District I)
Colvin Recreation Center (District III)
Hilltop Neighborhood Community Building (Boston, District III)
Aley Park Shelter, Summer of Discovery Site (District IV)
Pleasant Valley Middle School (Evergreen, District VI)

Analysis: The NRPA received a grant from the Wal-Mart Foundation and have since invited the Wichita Department of Park and Recreation to participate in the nation-wide program designed to promote and increase participation in summer lunch programs. The cities chosen to participate in the program were selected through a targeted telephone interview. The grant program is designed to help assist with staffing, advertising, purchasing of equipment, supplying additional healthy foods such as fruit, create incentive programs for good attendance and in turn increase attendance at the lunch program.
Once the Memorandum of Understanding is issued, staff will come back to City Council for final approval and authorization of signatures.

Financial Considerations: Currently the budget for the Summer Activity Camps at Lynette Woodard Recreation Center, McAdams Recreation Center, Colvin Recreation Center, Hilltop Neighborhood Community Building and Pleasant Valley Middle School includes $83,910.80 General Fund and $41,000.00 CSBG for a total of $124,910.80. These funds can be utilized to offset unrecovered City costs of the program.

Goal Impact: Accepting this grant will improve the Quality of Life for families and their children.

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

Recommendation/Action: Authorize staff to finalize the Memorandum of Understanding with NRPA.

Attachment: None.

Agenda Item No. XII-15

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Brownfields Cleanup Grant – Redbud Bike Path Project (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendations: Accept Brownfields Cleanup Grant and approve the agreement.

Background: In 2006, the City of Wichita rail banked the abandoned former Burlington Northern and Santa Fe (BNSF) railroad corridor for future use as a bike path (designated the Redbud bike path). The corridor extends east-northeast from the I-135 Freeway, north of Central, to 17th Street North and Oliver, and east along 17th Street to 159th Street East. In 2010, the Kansas Department of Health and Environment (KDHE) completed an assessment of the rail corridor and determined that soils beneath the old railroad contain hazardous contaminants in the soil. These contaminants can be mitigated either by excavation and removal or by capping with an approved material such as a concrete bike path. KDHE has offered a $200,000 Brownfields Cleanup Grant for this purpose.

Analysis: It is proposed that the grant be used to construct Phase 1 of the bike path in the segment between I-135 and Hillside. A City/State agreement has been prepared to participate in KDHE's Brownfields Program for the cleanup grant and enroll the site in the KDHE Voluntary Cleanup Program. Plans to optimize the use of cleanup funds for improvements along the Redbud bike path are being prepared. The project must meet a substantial progress deadline of September 30, 2010, and final completion by the end of 2010. An application previously approved by the City Council (if approved by the Kansas Department of Transportation) would provide federal transportation enhancement funds to complete the full project. That determination will be made this summer.

Financial Considerations: Funding for bike path enhancements is allocated in the Adopted 2009-2018 Capital Improvement Program (CIP). The $200,000 grant will provide a significant amount of the costs for capping portions of the 2.5 mile bike path. The City's cost for the local matching funds and design costs is $100,000 for a total budget of $300,000. The funding source for the City's share is General Obligation bonds.

Goal Impact: This cleanup addresses the Quality of Life goal by capping a potential health hazard, extending the bike path network, and potentially reducing air pollution.

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

Recommendation/Action: Approve the agreement, authorize staff to complete the Brownfields Program enrollment process and authorize the necessary signatures.

Attachments: Brownfields Cleanup Grant Agreement.

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT BROWNFIELDS CLEANUP REVOLVING LOAN AND GRANT FUND

SUBGRANT AGREEMENT

This Agreement is entered into this day of _____, 2010, by and between the Kansas Department of Health and Environment ("KDHE"), 1000 SW Jackson, Topeka, Kansas 66612 (the "Subgrantor") an agency of the state of Kansas, and the City of Wichita, Kansas, a Municipality according to K.S.A. 65-3321 (the "Subgrantee"), having an office for its principal place of business located at 1900 E. 9th Street, Wichita, Kansas 67214.

RECITALS

WHEREAS, the Subgrantor is a recipient from the United States Environmental Protection Agency (EPA) of a Brownfield Revolving Loan Fund Grant (BF# 98718102-0) (EPA Grant); and

WHEREAS; the Subgrantee is the fee simple owner, or prospective fee simple owner in the process of acquiring certain real estate and improvements thereon located in the City of Wichita, Kansas, within an area of approximately three acres that extends from I-35 to Oliver Street between Central Street and 17th Street in Wichita, Kansas and is more fully described on Exhibit A (the "Property"); and

WHEREAS; the Subgrantee has provided Subgrantor with its plans to develop the "Property" as follows: The railroad corridor will be utilized as a recreational paved bike path following completion of the environmental action at the Property (hereinafter "the Project"); and

WHEREAS, the Property suffers from certain adverse environmental conditions more fully described in the following described environmental reports, copies of which have or will be provided by Subgrantee to Subgrantor: Burns & McDonnell conducted Phase I and Terracon conducted Phase II environmental site assessments at the subject property in 2009 and 2010, respectively through the KDHE Brownfields Program; and

WHEREAS, Subgrantee has made certain representations to Subgrantor relating to the Property, the Project and Subgrantee's financial condition including representations contained in the documents attached hereto as Exhibit B, upon which representations Subgrantor has relied and continues to rely in making this Subgrant; and

WHEREAS, the Subgrantee desires to receive the sum of two-hundred thousand dollars ($200,000.00) (hereinafter, "the Subgrant") from the Subgrantor under the terms and conditions set forth herein, which such Subgrant will complete Subgrantee's financing package to substantially complete the Project; and

WHEREAS, by Ordinance #_____, attached hereto as Exhibit C, Subgrantee's City Council has approved and authorized this Subgrant.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, THE MUTUAL AGREEMENTS SET FORTH BELOW AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH HEREBY IS ACKNOWLEDGED, THE PARTIES HERE TO AGREE AS FOLLOWS:

I. Agreement to Grant & Purpose of Subgrant

1. Subgrantor agrees to grant to Subgrantee and Subgrantee agrees to accept from Subgrantor the principal amount of $200,000.00, upon the terms and conditions contained herein for the purpose of providing Subgrantee with funds necessary to complete the environmental action to address the property consistent with the terms and conditions of the EPA Grant regulations, governing laws and guidelines.

2. Upon fulfillment of all conditions described herein, and otherwise in accordance with Section IV hereof, Subgrantor shall advance the Subgrant to Subgrantee. This Agreement shall be null and void and of no effect in the event Subgrantee shall fail to fulfill all conditions described herein within thirty (30) days of the execution hereof providing that under no circumstances shall the environmental action to address the property extend beyond 2010 to complete. Subgrantor shall reasonably cooperate with Subgrantee in fulfilling such conditions but shall be under no financial burden in connection therewith.

3. Prior to funding the Subgrant (and/or any installment thereof), Subgrantee shall, among other conditions stated in this Agreement, deliver to Subgrantor an originally executed and notarized and properly authenticated Resolution of Subgrantee's City Commissioners authorizing this Subgrant and the execution of all Subgrant Documents and a true and accurate copy of the deed by which Subgrantee has acquired fee simple title to the Property.

II. Mandatory Participation in KDHE VCPRP and Eligible & Ineligible Uses of Subgrant

1. To ensure the proposed environmental action is protective of human health and the environment and as a condition to Subgrantor's obligation to fund this Subgrant (and/or any installment hereof), Subgrantee, among other conditions stated in this Agreement, shall: secure enrollment and participation of the Property in the Kansas Department of Health and Environment—Kansas Brownfields Program; secure enrollment in the KDHE Voluntary Cleanup and Property Redevelopment Program (KDHE VCPRP) develop and secure KDHE VCPRP approval of a Voluntary Cleanup Plan (VCP) for the Property and Project and maintain such participation in good status throughout the Project.

2. If acceptable to KDHE Kansas Brownfields Program, the KDHE VCPRP may require changes/alterations to the approved VCP as may be necessary to respond to substantive information relative to the environmental condition of the Property obtained subsequent to KDHE VCPRP's approval of the VCP. In implementing the VCP, Subgrantee shall follow any and all directives of Subgrantor and EPA which are not in conflict with the approved VCP.

3. Subgrantee shall immediately provide Subgrantor with true and accurate copies of all correspondence and communications by and between Subgrantee and KDHE VCPRP relative to the Project, the Property and the VCP, including, but not limited to, the "No Further Action" letter.

4. Proceeds of this Subgrant shall be used to pay for costs & expenses incurred by Subgrantee directly related to implementing the approved VCP. To the extent any environmental assessment, testing and/or sampling is required to implement the VCP (e.g. cleanup verification sampling, post-cleanup confirmation sampling), the Subgrantee shall comply with 40 CFR Part 31.45 to develop and implement quality assurance practices sufficient to produce technically defensive data adequate to meet project objectives. The costs and expenses associated with preparing and securing EPA approval of a Quality Assurance Project Plan (QAPP) consistent with 40 CFR Part 31.45 and prepared in accordance with current EPA requirements as defined in EPA Requirements for Quality Assurance Project Plans: EPA QA/R-5 (EPA/240/B-01/003, March 2001) and Guidance for Quality Assurance Project Plans: EPA QAJG-5(EPA/240/R-02/009, December 2002), or their subsequent revisions, shall also be deemed an eligible use of the Subgrant. In no event, however, shall the costs of undertaking such additional assessment, testing and/or sampling be deemed an eligible use of the Subgrant unless pre-approved in writing by EPA.

5. Subgrantee shall not use Subgrant funds for ineligible uses. Every use of Subgrant funds shall be deemed "ineligible" unless expressly deemed eligible in this Agreement. By way of further clarification, Subgrant funds may not be used for payment of the following: a penalty or fine; a federal cost-share requirement; administrative costs prohibited under CERCLA 104(k)(4)(B). Other prohibited costs include all indirect costs under applicable OMB Circulars incurred by Subgrantee.
   a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the Uniform Administrative Requirements for Grants contained in 40 CFR Part 30 or 40 CFR part 31. Direct costs for grant and subgrant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the subgrantee is required to carry out the activity under the grant agreement.
   b. Ineligible grant or subgrant administration costs include: preparation of applications for Brownsfields grants and subgrants; record retention required under 40 CFR 30.53 and 40 CFR 31.42; record keeping associated with supplies and equipment purchases under 40 CFR 30.33, 30.34, and 40 CFR 31.32 and 31.33; preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 40 CFR 30.25 and 40 CFR 31.30; maintaining and operating financial management systems required under 40 CFR 30.25 and 40 CRF 31.30, preparing payment requests and handling payments under 40 CFR 30.22 and
   40 CFR 31.21; non-federal audits required under 40 CFR 30.26, 40 CFR 31.26, and OMB Circular A-133; and close out under 40 CFR 30.71 and 40 CFR 31;
   c. Other ineligible costs include: disbursement requests; overhead costs of the Subgrantee that do not directly clean up the Property; salaries/wages/benefits of employees of Subgrantee; a response cost at a brownfields site for which the recipient of the Subgrant is a potentially responsible party for purposes of CERCLA Sec. 107; a cost of compliance with any federal law (excluding cost of compliance with laws applicable to the cleanup); unallowable costs (e.g. lobbying and fund raising) under OMB Circulars A-21, A-87 or A-122.

III. Additional Miscellaneous Requirements, Terms and Conditions

1. At all times throughout the course of the Project, Subgrantee shall maintain such financing to substantially complete the Project including an amount equal to a minimum of twenty percent (20%) of the Subgrant as equity investment which such amount shall be used only for cost and expenses which would be deemed eligible under this Agreement. Disbursements of the subgrant shall be made only after the subgrantor has received satisfactory evidence that all of the subgrantee's equity has been expended for the project. Equity must be in the form of cash or a line of credit. Subgrantee must provide documentation in the form of paid receipts or other form acceptable to Subgrantor which indicates the source and amount of equity contributed. Subgrantor shall retain a sum equal to ten percent (10%) of the total subgrant proceeds until project completion and final approval.

2. Subgrantee shall carry out the Project in accordance with: the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Sec. 104(k); Kansas' Voluntary Cleanup Program (the governing ordinance and any and all regulations and polices promulgated thereunder); the Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (40 CFR Part 31); OSHA Worker Health & Safety Standard 29 CFR 1910.120; Executive Order 11246 relating to Equal Employment Opportunity and implementing the regulations found at 41 CFR 60-4; the Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. Sec. 327 et. seq.); the Anti-Kickback Act (40 U.S.C. Sec. 276c); the Americans with Disabilities Act (42 U.S.C. 12101 et seq.); the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR 300) and all other applicable provisions of federal, state or local law.

3. Subgrantee shall also carry out the Project in accordance with the Davis-Bacon Act (40 USC Sec. 276a. et. seq., and all regulations promulgated thereunder) pertaining to prevailing wage requirements for construction, repair or alteration contracts funded in whole or in part with Subgrant funds. The Subgrantee shall impose this requirement on its subcontractors with contracts in excess of $2,000 and Subgrantee shall obtain copies of the applicable wage rate determination from the U.S. Dept. of Labor and incorporate same into all contracts. Subgrantee shall provide Subgrantor documentary proof acceptable to Subgrantor evidencing Subgrantee's compliance herewith which such proof shall include payroll certification records on forms provided by Subgrantor. (Subgrantor makes no representation as to whether or not Project costs other than environmental remediation costs funded hereby will be subject to this or other prevailing wage laws as a consequence of this Subgrant/financing transaction; Subgrantee shall consult its own legal counsel in this regard.)

4. Prior to implementing the approved VCP and as a condition to funding the Subgrant (and/or any installment thereof), Subgrantee shall submit the VCP to Subgrantor for Subgrantor's consideration of alternative cleanup strategies in compliance with Analysis of Brownsfields Cleanup Alternatives ("ABCA") and a determination by Subgrantor that Subgrantee's VCP represents the most efficient and cost effective means of addressing and/or remediating the known adverse environmental conditions at the Property in light of known contaminants, exposure pathways and evaluation of corrective measures.

5. Prior to commencing implementation of the approved VCP and as a condition to funding the Subgrant (and/or any installment thereof), Subgrantee shall fully cooperate with Subgrantor in fulfilling the public participation a/k/a Community Relations Plan required by EPA including, but not limited to, designating a spokesperson for the Project, providing reasonable notice to the surrounding community of the proposed cleanup activities, creating an information repository at or near the potential site that include public information related to the proposed cleanup activities, and providing an opportunity for community comment upon such cleanup activities and providing responses to such comments.

6. Subgrantee shall be responsible for obtaining and maintaining throughout the course of the Project all permits, licenses, zoning designations, approval, inspections etc. required by federal, state and/or local law in order to complete the Project and operate the Property and Project for its intended purposes.

7. Subgrantee's contractor shall maintain commercial general liability insurance with respect to the Property and any uses thereof, such insurance policies to be provided by one or more carriers, licensed to do business in the State of Kansas. Subgrantee's contractors commercial general liability insurance shall have a combined single limit of at least one million dollars ($1,000,000.00) for bodily injury and property damage and shall contain endorsements for Property and operations, personal injury liability, contractual liability, products and completed operations, independent contractor liability and broad form liability. Subgrantee shall ensure its contractors obtain and maintain worker's compensation insurance in amounts which are customary and reasonable in the industry covering all persons working at or on the Property. Subgrantee's contractor shall obtain and maintain at all times during the course of the Project fire and extended coverage insurance in a form and substance acceptable to Subgrantor for protection against all loss of, or damage to the Property or materials for the Project to their full insurable value. Said insurance shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief, and shall also insure against specific hazards affecting Subgrantor's collateral security. Subgrantee's contractor shall provide Subgrantor with certificates of insurance to evidence the foregoing coverage's and terms, and the Subgrantor shall be named as additional insured's as their interests may appear with respect to any policy of liability insurance, and such certificates shall confirm that the applicable insurance coverage may not be amended or modified except on thirty (30) days' prior written notice to Subgrantor.

8. Subgrantee agrees to indemnify and hold harmless Subgrantor, and their respective employees, agents, officials; commissioners and officers from any and all claims for bodily injury, death and property damage caused by or resulting from the condition of the Property (including environmental condition) and/or the negligent or willful acts or omissions of Subgrantee, its officers, employees, agents, contractors, subcontractors and for any and all costs incurred in defending such claims including but not limited to attorneys fee, witness fees and court costs, etc.

9. Subgrantee shall require its general contractors obtain a performance and payment bond securing full and complete performance of their respective scopes of work and full payment to all subcontractors and suppliers performing work and/or providing materials to the Property and Project.

10. Subgrantee shall develop and maintain an Administrative Record during the environmental action, consistent with the requirements of 40 C.F.R. Part 300 “the NCP.” Subgrantee shall maintain records of all expenditures of Subgrant proceeds for a period of ten (10) years beginning with completion of the cleanup and, upon expiration of said period, Subgrantee shall obtain Subgrantor's written approval prior to destruction of such records. During said ten (10) year period, Subgrantee shall permit inspection of copying of such records by Subgrantor and agencies of the Federal government, upon reasonable advance notice.

11. The proceeds of the Subgrant shall not be disbursed prior to the Subgrantee obtaining fee simple ownership of the Property. Subgrantee agreed to provide Subgrantor with a copy of the full executed deed conveying title to the Property to the Subgrantee as evidence of ownership.

IV. Method of Subgrant Disbursement

In accordance with the EPA Grant requirements, the Subgrant funds shall be disbursed by Subgrantor to Subgrantee according to the "actual expense" method. Under the actual expense method, the Subgrantee submits documentation to Subgrantor of the Subgrantee's actual expenditures (e.g. invoices) for eligible work already performed and Subgrantor then shall request payment from EPA.

V. Miscellaneous Additional Federal Requirements & Provisions

1. Subgrantee understands and acknowledges that this Subgrant constitutes a "lower-tier covered transaction" for purposes of 40 CFR Part 32 relating to debarment and suspension of certain persons from participation in certain transactions involving the federal government and federal funds. Subgrantee hereby warrants, covenants, certifies and represents that neither it nor any of its principals: are debarred, suspended, excluded or disqualified from doing business with any agency of the federal government; have been convicted ' within the preceding three years of any of the offenses listed in 40 CFR Sec. 32.800(a) nor had an adverse civil judgment relating to one of those offenses; are presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the above-referenced offenses; and/or have had one or more public transactions terminated within the preceding three years for cause or default. Subgrantee will, at the request of Subgrantor and/or EPA, submit any and all documents and certificates reasonably requested relevant to this warranty, covenant, certification and representation. Moreover, Subgrantee understands and acknowledges that any and all subcontracts hereunder awarded by Subgrantee (including subcontracts to M/WBE firms) are also "lower-tier covered transactions". Absent an exception granted by EPA under 40 CFR Section 32.120, Subgrantee may not enter into any such relationship, relating to this Project,
with any person who is debarred, suspended, excluded and/or disqualified from: doing business with any agency of the federal government. Subgrantee shall refer to the Excluded Parties-List System (EPLS) maintained by the U.S. General Services Administration to ensure no violation of this restriction. Subgrantee shall impose identical obligations set forth in Subpart C, immediately above, upon any subcontractor who/which desires to further subcontract work to lower tier participants.

2. Subgrantee understands and acknowledges that the project must meet the following conditions in order to qualify for a subgrant under the terms of the EPA Grant:

a. Facilitate the creation of, preservation of, or addition to a park, greenway, undeveloped property, recreational property, or other property used for nonprofit purposes;
b. Meet the needs of a community that is unable to draw on other sources of funding for environmental remediation and subsequent redevelopment of the area in which a brownfields site is located because of the small population or low income of the community;
c. Facilitate the use or reuse of existing infrastructure.

3. No portion of the Subgrant may be used to pay any person for influencing or attempting to influence any agency of the federal, state or local government or any employee or elected officials thereof. The Subgrantee agrees to comply with 40 CFR Part 34 entitled New Restrictions on Lobbying. Moreover, for all subcontracts in excess of $100,000 awarded by Subgrantee funded, in whole or in part, by this Subgrant, Subgrantee shall impose these restrictions upon said subcontractor and insert same in the written agreement with each such subcontractor. The Subgrantee and each subcontractor with a contract in excess of $100,000 shall deliver to Subgrantor a fully executed "Certification Regarding Lobbying" as set forth in Appendix A to 40 CFR Part 34. Those subject to these restrictions on lobbying who/which make a prohibited expenditure under 40 CFR Part 34 or fail to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

4. Subgrantee shall comply with EPA's objectives of achieving 10% MBE and 5% WBE participation in the work funded by this Subgrant, in compliance with 40 CFR 35.6580 entitled Contracting with MBE/WBE Small Businesses and Labor Surplus Zone Firms. Subgrantee shall take the following affirmative steps towards achieving such goals: identify and solicit M/WBEs for subcategories of work within the scope of work; if feasible, divide total requirements into smaller tasks to permit maximum M/WBE participation; if feasible, establish delivery schedules which will encourage M/WBE participation; and use services of the U.S. Dept. of Commerce's Minority Business Development Agency and the U.S. Small Business Administration to identify M/WBE's. M/WBE's certified by the City of Wichita will count towards the goals described above. Subgrantee shall document efforts taken to meet these goals, maintain such documentation for a period of no less than three (3) years and provide true and accurate copies of same to Subgrantor upon request. Compliance herewith is a condition to Subgrantor's advance of the Subgrant funds.

VII. <u>Representations of Subgrantee</u>

The Subgrantee hereby jointly and severally certify to the Subgrantor and EPA that:

1. Subgrantee has not suffered an unremedied, substantial adverse change in its financial condition since the date of submitting the application attached as Exhibit B.

2. There are no tax liens attaching to any of the Property nor are there any judgments against Subgrantee or its principals which would result in a lien against the Property.

3. Subgrantee and its principals are current on all federal, state and local taxes;

4. If currently the owner of the Property, Subgrantee acquired no interest therein until after January 11, 2002.

5. Subgrantee is not potentially liable under Sec. 107 of CERCLA for the Property.

6. Subgrantee is not a viable responsible party for any petroleum contamination at the Property.

7. The Property is not subject to any Resource Conservation and Recovery Act (RCRA) section 9003(h) order.

8. The Property is not listed, or proposed for listing, on the National Priorities List of the U.S. Environmental Protection Agency;

9. The Property is not subject to unilateral administrative orders, court order, administrative orders or consent or judicial consent decrees issued under CERCLA;

10. The Property is not subject to the jurisdiction, custody or control of the United States Government.

11. The Subgrantee is not a generator or transporter of the contamination at the Property and is not now and has never been subject to any penalties resulting from environmental noncompliance at or on the Property;

12. The Subgrantee's acquisition of the Property has occurred after the time of disposal or placement of hazardous substances and Subgrantee has not caused, contributed to, permitted, or exacerbated the release of a hazardous substance on, or emanating from that property;

13. The Subgrantee has no direct or indirect familial, contractual, corporate or financial relationship with any person or entity potentially responsible for the contamination at the Property.

14. The Subgrantee has procured, or caused to be procured (or will do so), a comprehensive Phase I and Phase II environmental site assessment of the Property performed consistent with generally accepted practices;

15. Subgrantee is in compliance and will remain in compliance with any applicable land-use restrictions and institutional controls relating to the environmental condition of the Property and has provided and will continue to provide any and all legally required notices relating to said environmental condition;

16. Subgrantee has taken, and will take, all reasonable steps with respect to the environmental contamination on the Property including cooperating, assisting and allow access to authorized governmental representatives, complying with CERCLA information requests and subpoenas;

17. Subgrantee has injected (or will inject) equity funds of at least 20% of this Subgrant amount into "eligible" costs for the Project; Subgrantee has or will fully pay all costs in excess of the currently anticipated costs in order to complete the Project; Subgrantee will cooperate fully with Subgrantor and the EPA in the closing of this Subgrant including the obtaining and execution of necessary documents; and any and all bankruptcy, insolvency and legal proceeding against Subgrantees or any of their respective principals have been fully disclosed to Subgrantor in writing.

VII. <u>Default, Remedies & Miscellaneous</u>

1. In addition to any Events of Default as defined in the Subgrant Documents, the occurrence of any one of the following shall constitute a default ("Event of Default") by the Subgrantee under this Agreement and the Subgrant Documents: If Subgrantee shall fail or refuse to satisfy express conditions and/or default in the performance or observance of any of Subgrantee's obligations under this Agreement, or the Subgrant Documents, monetary, non-monetary or otherwise; If any representation, warranty or covenant as set forth herein and/or in Exhibit B hereof is not true and correct in any material respect when made or deemed made; If Subgrantee shall become insolvent, not be paying its debts generally as such become due, make an assignment for the benefit of creditors or cause of suffer any of its assets to come within the possession of any receiver, trustee or custodian, have a bankruptcy petition filed by or against it, have any asset attached, seized or levied upon or otherwise become the subject of any insolvency or creditor enforcement proceedings; If one or more judgments or decrees shall be entered against Subgrantee of at least $10,000 and such judgments or decrees shall not have been vacated discharged or stayed pending appeal;

2. Upon the occurrence of an Event of Default, Subgrantor shall have no further obligation to make advances and all advances already made shall be immediately due and payable without any notice to Subgrantee and may be accelerated by Subgrantor and Subgrantor may exercise any other right or remedy available under this Agreement and the Subgrant Documents.

3. Moreover and in addition, in the event of any default which Subgrantor deems, in its sole unrestricted discretion, to be one which jeopardizes the completion of the VCP, then upon instruction by Subgrantor, Subgrantee shall undertake any and all actions reasonable and necessary, at its sole cost and expense, to secure the site (as such term is or shall be defined by EPA). Should Subgrantee fail to do so, Subgrantor may do so and Subgrantee hereby gives, grants and conveys unto Subgrantor full right, license and access to enter the Property, unrestricted, for such purpose. Subgrantee shall be obligated to Subgrantor for the full cost and expense of undertaking such efforts. Subgrantee hereby agrees to fully and completely indemnify Subgrantor, EPA and their respective officers, agents, employees, commissioners, directors and officials from any and all liability, obligation, judgment, suit, claim, attorneys fee, decree, order arising or related to the exercise of the contractual and/or property rights granted hereby. Subgrantee shall not cause to be suffered any claim, lien, deed of trust, lease, occupancy or other encumbrance against the Property which would tend to interfere with the rights granted hereunder. Any and all cost and expense incurred by Subgrantor in exercising its rights hereunder shall be added to the outstanding balance owed under the Note and shall be secured by the Subgrant Documents.

4. This Agreement and the Subgrant Documents may not be modified, altered or amended except in a writing signed by the Subgrantee and Subgrantor. Nor may Subgrantee assign any right or obligation under this Agreement or the Other Documents without the express written consent of Subgrantor.

5. The parties agree that the internal laws of the State of Kansas shall govern the interpretation and construction hereof unless reference is specifically made to a federal law or regulation in which case federal law shall apply.

6. Subgrantor's failure, at any time, to require strict performance by Subgrantee or failure to enforce Subgrantor's rights shall not be deemed or construed as a waiver, release, diminishment or relinquishment of those rights or to strictly enforce same and demand strict performance.

7. If any provision of this Agreement or the Subgrant Documents or the application is held invalid or unenforceable, the remainder of the Agreement and the application of such provision to Subgrant Persons or circumstances will not be affected thereby and the provisions of this Agreement and the Subgrant Documents shall be several in any such instance.

8. Should it become necessary at any time for Subgrantor to retain the services of an attorney, whether an in-house attorney or outside counsel, to enforce this Agreement, the Subgrant Documents or any provision thereof, Subgrantee shall be liable to Subgrantor for the full cost and expense of all such legal fees and expenses including court costs, expert witness fees etc.

9. Should it be necessary for one party to give another notice under the terms hereof, such notice shall be deemed effective if sent by first class, U.S. Mail, postage prepaid to the following addresses unless the party giving notice has knowledge or a different address:

TO THE SUBGRANTOR: The Kansas Department of Health and Environment
Attn: Doug Doubek, P.G.
Remedial Section/Brownfields Program
1000 SW Jackson Street, Suite 410
Topeka, Kansas 66612

TO THE SUBGRANTEE:
The City of Wichita
Attn: Shawn Maloney, P.G.
Environmental Services
1900 E. 9th Street
Wichita, Kansas 67214

10. Oral Agreements or commitments to grant money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect Subgrantee and Subgrantor from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this Agreement and the Subgrant Documents constitute the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed in the name and on behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, hereunto duly authorized) as of the day and year first written above.

SUBGRANTEE:
City of Wichita, Kansas

DATE: _____

BY: _____
Mayor

_Carl Brewer_____
TYPE OR PRINT NAME

ATTEST:

BY: _____
Clerk

__Karen Sublet_____
TYPE OR PRINT NAME

APPROVED AS TO FORM:

BY: _____
Director of Law

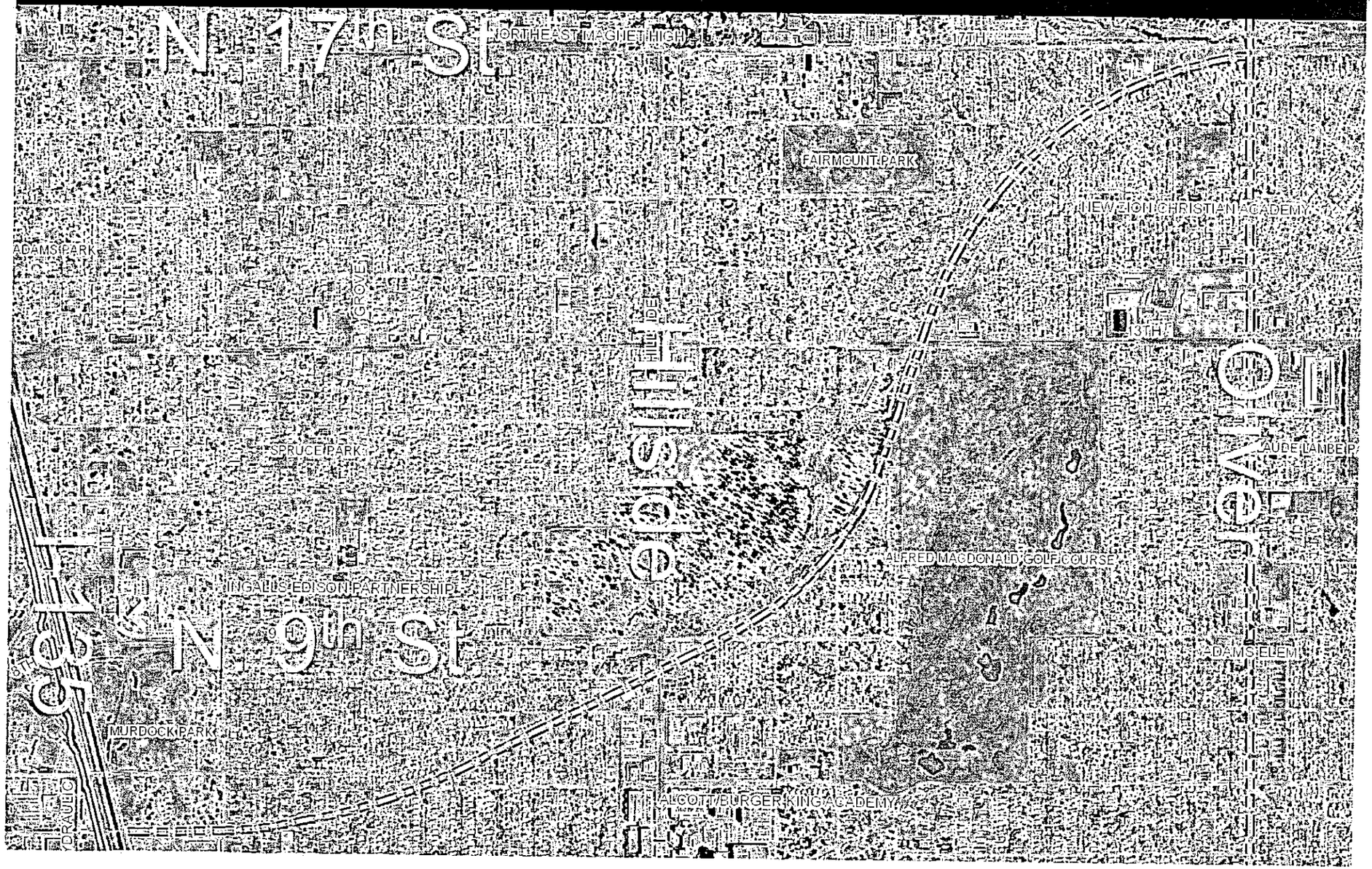
__Gary E. Rebenstorf_____
TYPE OR PRINT NAME

SUBGRANTOR:
Kansas Department of Health and Environment

DATE: _____

BY: _____
Roderick L. Bremby,
Secretary

Redbud Trail Location



City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: LIV Music and Arts Festival Resolution (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure, adopt the resolution and authorize the necessary signatures.

Background: In accordance with the Community Events Procedure, the event promoter Adam Hartke, Hartke Records is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

LIV Music & Arts Festival June 19, 2010 2:00 pm 10:00 pm

- South Commerce Street, Waterman to Kellogg

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

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

Goal Impact: Enhance the Quality of Life.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the request for temporary street closure, adopt the resolution and authorize the necessary signatures.

RESOLUTION NO. 10-160

A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC STREETS DURING THE LIV MUSIC AND ARTS FESTIVAL

WHEREAS, the City Council has approved as a community event , the LIV Music and Arts Festival, to occur on June 19, 2010, from 2:00 p.m. to 10:00 p.m.

WHEREAS, the City Council has approved Commerce Street from Waterman to Kellogg Street (US 54) to be closed to vehicular traffic for such event from 12:00 noon on Saturday, June 19th to 6:00 a.m. on Sunday, June 20, 2010.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at the LIV Music and Arts Festival has been applied for and will be issued by the State of Kansas and the City of Wichita upon the presentation of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Section 3.11.065(d) of the Code of the City of Wichita, and in consideration of the factors set forth in Section 3.11.080 of the Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of the LIV Music and Arts Festival to occur on June 19, 2010, between the hours of 2:00 p.m. and 10:00 p.m.

ADOPTED by the governing body of the City of Wichita, Kansas, this 8th day of June, 2010.

CITY OF WICHITA, KANSAS

By_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett
City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

RESOLUTION NO. 10-159

A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC STREETS DURING THE LIV MUSIC AND ARTS FESTIVAL

WHEREAS, the City Council has approved as a community event , the LIV Music and Arts Festival, to occur on June 19, 2010, from 2:00 p.m. to 10:00 p.m.

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ADOPTED by the governing body of the City of Wichita, Kansas, this _____day of _____, 2010.

CITY OF WICHITA, KANSAS

By_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett
City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

Agenda Item No. XII-17

City of Wichita
City Council Meeting
June 8, 2010

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 2 – AMEC Earth and Environmental – Design Services - Wichita Valley Center Flood Control Levee Certification and Rehabilitation (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

- -

Recommendation: Approve the budget increase, the amendment to the City-County agreement and Supplemental Agreement No. 2.

Background: The City of Wichita and Sedgwick County signed a Federal Emergency Management Agency (FEMA) Provisional Accredited Levee (PAL) Agreement in 2007 as the owner and operator of the Wichita Valley Center Flood Control Project. The agreement requires the City and County to provide certification that the approximately 100 miles of levee surrounding the City meets FEMA levee standards. On February 5, 2008 the City Council approved an agreement with AMEC Earth and Environmental to perform the necessary engineering studies for the certification and approved an agreement with Sedgwick County to jointly share the cost of the study. The fee to complete the levee certification study was originally set at a not exceed amount of $2,237,612.

Following the initial review of levees, AMEC and the U.S. Army Corps of Engineer identified portions of three levee sections that would receive unacceptable ratings. To address the deficiencies with the levees, on March 13, 2009, the City Council approved Supplemental Agreement No. 1 with AMEC to design needed improvements to levees P, L, and S in the amount of $562,078 and approved a total project budget of $9,050,000. Since the Flood Control budget is to be funded 50/50 between the City and the County, the project's original budget was funded with $5,050,000 from the City and $4,000,000 from the County, as the County's Capital Improvement Program (CIP) needed to identify an additional $1,050,000. The County has since identified additional funds for their remaining share.

Analysis: The FEMA levee certification process required additional work that was outside of AMEC's original scope of services, including more soil testing analysis and hydrologic and hydraulic studies. The additional analysis has avoided the need to reconstruct all the levees in the Chisholm Creek basins, which would have required significant land acquisition and construction costs. In addition, AMEC has identified a final list of levee issues that must be completed for FEMA certification and to receive an acceptable levee rating from the U.S. Corps of Engineers. The list of improvements include a system-wide vegetation removal plan, joint repairs to flood walls, sluice gate rehabilitation, and minor improvements to levees C, N, and T. Additional funding for later improvements not necessary for initial certification will be requested in the next CIP. These additional improvements include 45 miles of toe drain replacement and relieve well rehabilitation to address long term operation and maintenance concerns. The approval of the agreements will permit the design and construction of the remaining flood control improvements required for levee accreditation prior to the issuance of new flood maps by FEMA showing the levees not providing protection.

Financial Considerations: To complete the necessary flood control improvement plans and finish the FEMA levee certification process, staff is recommending the approval of Supplemental Agreement No. 2 between the City and AMEC in the amount not to exceed $1,304,155 for a total contract amount of $4,103,845. Funding for the supplemental agreement is included in the 2009-2018 Adopted CIP and was initiated by City Council on March 13th, 2009.

The Sedgwick County Board of Commissions approved the amended City-County agreement on April 21, 2010, which will increase the County's share of the overall budget by $1,050,000 for a total revised budget of $10,100,000. The increased budget and amended agreement between the City and the County does not cause an increase in the City's share of the budget. City Council approved the City's project share of $5,050,000 or 50% of the total budget when the project was initiated in 2009.

Goal Impact: this project addresses the Safe and Secure Community goal by ensuring the community's flood control project meets Federal safety requirements for the next fifty years.

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

Recommendations/Actions: It is recommended the City Council approve the budget increase, approve the amended City-County agreement, approve Supplemental Agreement No. 2 and authorize the necessary signatures.

Attachments: CIP Sheet, Supplemental Agreement No. 2, and Amended City/County Agreement.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE
To Initiate Project [ ]
To Revise Project [x]

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Storm Water Management (Flood Control)	8-8-2008	Wichita Valley Center Flood Control Project Improvements

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
468 84562		2009	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
10-Jan-09	1-Mar-10	

12. Project Cost Estimate:

ITEM	GO	SA	OTHER	TOTAL
Right of Way				
Paving				
Bridge & Culverts				
Drainage, design & const	$5,050,000		$5,050,000	$10,100,000
Sanitary Sewer				
Sidewalk				
Water				
Streetscape				
Totals	$5,050,000		$5,050,000	$10,100,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	x	

Remarks:

*Sedgwick County will fund 50% of the total project cost of $10,100,000. Budget will be revised upon the County's commitment of balance. Revising budget in the amount of $1,050,000 for additional County

**City's portion provided G.O. Bonds

13. Recommendation:

Approve project

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

SUPPLEMENTAL AGREEMENT #2

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

AMEC EARTH & ENVIRONMENTAL, INC.

for

WICHITA VALLEY CENTER FLOOD CONTROL PROJECT

THIS AGREEMENT, made this _____ day of _____, 2010, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and AMEC EARTH & ENVIRONMENTAL, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

Wichita Valley Center Flood Control Project
(Project No. 468 84562)

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

SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for certification of the Wichita Valley Center Flood Control levee system and to perform the PROJECT tasks outlined in Exhibit "A".

II. IN ADDITION, THE ENGINEER AGREES

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

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

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to the method of payment, to make such material available to the CITY.
F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit "A"; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000 subject to a deductible of $10,000. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than $500,000 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of

Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

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

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

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

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

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

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

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

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of a not to exceed fee amount specified below:

468 84562/660811 $1,389,275

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

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

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

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

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

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

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

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

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

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

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

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

BY ACTION OF THE CITY COUNCIL

_____

Carl Brewer, Mayor

SEAL:

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Gary Rebenstorf, Director of Law

AMEC EARTH & ENVIRONMENTAL, INC.

_____

(Name & Title)

ATTEST:

_____

EXHIBIT A

PROPOSED CONTRACT MODIFICATION FOR ADDITIONAL LEVEE CERTIFICATION WORK TASKS for the WVLFPP

Introduction

This scope identifies, scopes, and estimates the fees associated with additional tasks for certification of the WVLFPP system. Tasks A, B, C, D, and E are remediation projects associated with designs and property acquisition to resolve the known issues and concerns for certification. Tasks F is a summary of the tasks associated with the actual certification package and support data. These tasks included expanded services per the differences between the USACE system and the FEMA system that requires certification as well as other dynamic analysis situations. Tasks A through E are proposed lump sum tasks and Task F Time and Materials not to exceed.

A. Levee S

AMEC developed design remediation plans for sections of Levee S. During the design and bidding process, several issues occurred that were not predictable during the initial scoping. The following is a list of issues and concerns that required services beyond the original scope of services.

A1 Extended Length of Reach

The original project scope included the design of new fence along portions of the levee being reconstructed only. The design was changed to include new fence from Broadway to just west of Hydraulic. Fence location information on the plans requires five plan sheets (PE-1.01 to PE-1.05) rather than three as originally budgeted. Just prior to submittal of final plans, the design was changed to keep existing fence in areas where the existing fence is 'superior' to the proposed project fence. This evaluation required unbudgeted field evaluation and plan changes. The fence design itself was also changed recently, requiring redesign and plan modifications to the detail sheet (M-1.01).

At the 60% plan review meeting, it was discovered that the existing levee is not high enough above the base flood elevation and that additional levee reconstruction design would be required. As a result, MKEC extended the reconstruction to Hydraulic Ave. The actual length of levee reconstruction changed from 5,000 to 5,900 feet. Plan sheet SP-2.10 was added in its entirety while many other sheets required modification and additional information.

A2 Survey - Court Case affected properties and non deeded parcel.

During the course of this additional work, AMEC provided oversight by principal and project engineers in regards to status and resolving issues.

During the course of this phase of the project it was necessary to complete additional research, boundary computation and deed analysis as delineated in the Survey report provided in an earlier submittal. The court case that effected several parcels on Levee S was not able to be found for use at the front end of the project. A Professional Land Surveyor (PLS) from MKEC met with the title company to discuss the issues involved with not being able to recover said court case and to complete additional research of the records. MKEC also met with several local surveyors to discuss documentation they may have that would shed light on the location and information of the court case. These surveyors were from companies that had completed plats in this area that would have relied on the information shown in the court case. These companies included Baughman, Armstrong and Savoy and Company. It was determined after several meetings with the title company and after reviewing deeds that the court case in reference had been called out with errant numbers in different deeds. There was also an issue of a parcel that was discovered as a gap in deeds that had a broken chain of title. This parcel was researched further and discussed with the title company as well. The additional tract was added as a separate tract map.

During the discovery of the court case documents it was necessary to complete additional fieldwork to search for and tie in additional field evidence.

It was necessary to trace out deeded parcels from the records uncovered and to update the existing tract maps as well as completing the necessary closure computations of the field surveys.

A3 Five additional tract maps for Levee S
The additional survey included tract maps for the Lake property, the church property and three properties affected by the permanent access easement from St Francis to the levee. These tract maps, because they are outside of original scope of survey, required additional research, pre-survey search point calculations, field search, monument collection and ROW calculations. Additional time was also required to establish and set monuments on the new ROW.

The costs associated with the Levee S Services are **$27,200**.

Additional Design Services
Based on work completed to date and upcoming effort required to complete the levee certification/rehabilitation project, AMEC Earth & Environmental, Inc. is issuing this request for modification to the existing contract. To date, we believe the following four tasks are required to complete the needs of this project:

B. Develop a System-Wide Vegetation Maintenance Program (Including Tract Acquisition Maps)
C. Prepare Plans, Specifications, and Cost Estimate for the Repair of Four (4) Major Diversion Structures (Nos. 1, 2, 4, and 5)
D. Prepare a Typical Toe Drain Design
E. Prepare Plans, Specifications, and Cost Estimate for modifications to Levee C Station 400 + 40C, Levee C Station 1586 +00C to 1595 + 00C, Demolition of Abandoned Railroad Bridge near Station 1216 +000N

The general scope of work and estimated cost to complete each of these tasks is presented in the following sections. The scope of work and estimated cost for each work task is based on our understanding of needs and conditions of the system.

B. Develop a System-wide Vegetation Maintenance Plan
In order to complete the Wichita Valley Center Flood Control System Levee Certification Project, system wide tree removal and trimming is required for levee certification. AMEC will visually evaluate the entire Levee System to prepare construction drawings for vegetation removal and trimming. These visits will be with Flood Control staff. AMEC will complete tree removal drawings and floodwall sealing special provisions. Certain sections will require significant tract map and boundary survey to define boundaries for vegetation removal and potential need for property acquisition. Fencing plans will be developed in areas where vegetation removal or acquisition requires new fence installation. Standard flood control fencing will be applied unless specialty fencing exists prior to these activities.

AMEC will develop a System-wide Vegetation Maintenance Plan Drawings that will be in accordance with U.S. Army Corps of Engineers' Technical Letter No. 1110-2-571, Guidelines for Landscape Planting and Vegetation Management at Levees, Floodwalls, Embankment Dams, and Appurtenant Structures. This scope includes defining and producing construction drawings for 50 additional tree removal areas along the system. This scope also includes details for floodwall joint sealing of 14 floodwalls at seven locations.

B1 Boundary Survey and Tract Development The AMEC Team will complete 74 property boundary surveys. This includes establishing the boundary line of these parcels that are contingent with the existing levee R/W. The AMEC Team will establish the sidelines of these parcels for monumentation and fence replacement. As described, the purpose of this activity is to verify existing ownership and possible encroachments within 20-25 feet of the toe of the existing slope. To complete this task, several steps are necessary to accurately delineate current ownership. A title search will be completed that will reveal current ownership deeds as well as possible tract deeding and easements that are not reflected on the COW GIS site. Based on preliminary research these parcels are made up of metes and bounds described

tracts and subdivision tracts and a mixture of both. Therefore, a sectional survey will be required to establish the record legal subdivision boundaries as well as the existing condemnation case for levee right of way.

B2 Preparation of 40 ROW Tract Maps The AMEC Team will prepare proposed legal descriptions and tract map documents. The AMEC Team will conduct the following activities.

1. ROW staking for construction for 74 properties. This activity includes staking the property lines (one time) prior to construction so the boundary is clearly marked during construction.
2. Final ROW Monumentation for 40 tracts. ROW monumentation for tracts where land is acquired.
3. Project Management and Coordination

B3 Construction Drawings The AMEC Team will complete construction drawings showing the property boundaries, tree removal areas, and floodwall sealing areas. The AMEC Team will also:

- Attend a prebid site viewing.
- Complete up to two one day site visits during construction to answer questions during construction.

The survey effort includes preparation of 40 Tract Acquisition Maps for the additional parcels that must be acquired to comply with the necessary Right-Of-Way requirements. This work will include deeds/legal research, pre-survey search, point calculations, field search, monument collection, ROW calculations and tract maps. Tract maps will be a separate deliverable from the Vegetation Plan.

B4 Optional Survey Tasks An optional funding item has been incorporated into this task to include an additional 20 boundary surveys as identified above and 10 additional tract maps as identified above. These have been included as options that will only be included if additional areas are identified and approved by stormwater staff.

The estimated cost to complete out of scope items plus additional work is $179,500 plus $30,500 optional services totaling **$210,000**. This cost includes submittal of the 90% draft document to the City of Wichita (COW) for review, incorporation of review comments from the COW, and submittal of final document.

C. Prepare Plans, Specifications, and Cost Estimate for the Repair of Four (4) Major Diversion Structures (Nos. 1, 2, 4, and 5) and Installation of Sheet Pile Wall

AMEC will prepare plans, technical specifications and construction cost estimate for the repair of damaged concrete surfaces and possible placement of protective covers on the surfaces of structures Nos. 1, 2, 4, and 5. The damage is a result of maintenance operation debris removal and continuous conveyance of abrasive sediment during high flows. The proposed repair will be to armor existing surfaces, and repair damage, not to do structural enhancements. Additionally, a concrete structure and/or sheet pile wall will be designed for the channel at structure #5. The enhancement will most likely consist of a sheet pile weir or submerged wall to prevent head-cutting (upstream channel bed erosion) and to sustain flow into the diversion channel during low flow conditions. The low flow weirs installed in the main channel should not impact flood flows within the system.

Based upon our understanding of the project and the intent of the proposed rehabilitation, the following tasks are necessary:

C1 Document Review: The AMEC Team will review the available existing structural drawings and other documents for the Control Structures.

C2 Engineering Design and Analysis:

C2.1 Repair Scheme Designs: The AMEC Team will determine 5 repair schemes for each structure for each type of expected defect (e.g., spalling, small cracks, large cracks, structural crack, section loss, delamination, etc.). Repairs may include grout injection, epoxy sealing, cut and replacement using dowel anchors etc. Schematics will be prepared to armor existing surfaces as deemed appropriate by AMEC. Three additional repair schemes may be included as determined during the inspection process following

dewatering.

C2.2 Sheet Pile Weir Design: This task also includes the design of a sheet pile weir to prevent headcutting at the downstream diversion structure. The sheet pile weir will be designed in accordance with the findings from the borings, design flood flow, and possible failure mechanisms. Hydraulic modeling will be performed for freeboard checks and scour analysis will be performed for overbank and channel stabilization.

C2.3 Dewatering/Siphon Analysis Design and Permitting The rehabilitation of these structures is anticipated to be covered under COE Nationwide 404 permits. It is assumed that the 401 water quality certifications will have been already been issued under nationwide permit. AMEC will coordinate with the COE to receive verification of this assumption. AMEC will develop and submit a SWPPP which will cover the rehabilitation of all four structures, sediment and erosion control plans, and the NOI for each of these projects to KDHE. Note that approved NOI's will only be valid for two years from the date of approval; therefore permits should be requested only after construction is funded. Finally, AMEC will prepare permit applications for levee modifications to the Division of Water Resources for each of these designs. No other permits or approvals are anticipated. Should additional permits or individual 404 permits are required; they shall be considered supplemental services for an additional fee.

Construction sequencing will be completed when possible to bypass flows through portions of the diversion structures, keeping a portion of the structure open and bypassing flows whenever possible. However, for two of the four diversion structures, bypassing flows through the diversion structure will not be possible. AMEC will coordinate with DWR Water Appropriations, KDWP and COE 404 permitting staff to establish an acceptable minimal bypass flow rate. AMEC will then provide a minimal siphon size for use if siphoning flows over the levee is deemed the preferred option by the contractor.

C2.4 Pre-Bid Site Field Check: Once construction drawings are 90%, AMEC will complete a field check of the drawings to ensure the city agrees the drawings are complete. This will be coordinated with City Staff.

C3 Prepare Construction Drawings and Specifications for Bid

The scope outlined in C2 includes time to prepare bid item list, specifications, Drawings, review submittals, and estimate construction cost. AMEC will produce construction documents sufficient to identify location and quantity of repairs for contractor payment. Drawings will include cover sheet, general note sheet, vicinity map/bid tab sheet, plan sheets for each structure location (these site plan sheets will be pdf's of the existing original as-built/as designed drawings), eight repair scheme sheets, sheet Pile Weir sheets. Costs for as-builts have not been included.

C.4 Detailed inspection of each structure The AMEC Team will perform the following activities after dewatering by contractor.

- Use non-invasive, mechanical sounding methods to determine if large voids are present around the structures which will require repair.
- Provide on-site direction to contractor per the repair schemes developed in Task 3. Locations will be marked/painted to clearly identify extents. Frequency of on site inspection will vary but is assumed to be once per active construction day. This estimate includes up to 160 hours in the field by a structural engineer.
- Includes field time on-site to inspect inaccessible areas and assign repair schemes to those areas with a Contractor. It is intended that the Contractor is to dewater the structure and perform repairs while the engineers inspect as needed.

AMEC assumes that the permitting effort will be minimal, with the exception of the weir, where local, Federal and State permitting will be required.

The estimated cost to complete the tasks outlined under C is **$140,600**. This cost includes coordination with the COE for the proposed control structure rehabilitation design, submittal of the 60% draft documents to the City of Wichita (COW) and COE for review, incorporation of review comments from the COW and COE, and submittal of final documents. Therefore the cost includes two submittals for each deliverable (one at 60% and final). This task assumes that we will only be able to evaluate the

condition of the control structure interiors when each structure is dewatered. For that reason it will be necessary to perform inspections and repairs on each structure barrel sequentially as water is diverted (i.e. we presume that the entire flow through a structure cannot be blocked at one time). It is assumed that in order to facilitate repairs plans, specifications and costs will have to be prepared before dewatering for a wide range of potential defects. Because of the sequential nature of the repair that engineering and inspection staff will have to make multiple trips to the site. The existing drawings will provide general information regarding structural geometry and surface area. AMEC assumes that no additional survey accuracy data is required to perform these efforts.

D. Prepare a Typical Toe Drain Replacement Plan

A Toe Drain Replacement Plan will be developed for future use by the COW. The WVLFPP contains approximately 231,000 linear feet of toe drains/riser pipes across the system. This task will include up to **12 deliverables** (sets of plans), one for each of the levee segments identified below. The levee segments and associated linear footage of toe drains to be included in each deliverable is as follows:

C	82,200	M	3,200
D	31,400	N	5,900
F	42,400	P	12,800
J	18,300	R	5,700
K	17,300	S	1,500
L	6,500	T	4,100

D1 Develop Plans and Specifications Development of the Plans will include a site plan, construction specifications, construction cost estimates, and two typical details (one detail for the piped section and one detail for the riser pipe). If utilities are encountered during construction, toe drains will be terminated just prior to the conflict and resume on the other side of the conflict. Given the toe drain system serves as relief wells and are not expected to daylight, profiles are not required and are not included in the preparation of these plans. Plans views will be represented on 200 scale drawings, showing up to 6,800 linear feet of the project on each plan view. A table of northings/eastings (based on the mapping-grade GPS used to collect existing relief wells during the certification inspection) will be provided in the plans for each riser/relief well and any additional bend or end points of the drain. Due to the fact that sediment and erosion control measures beyond seeding and mulching should be minimal, it is proposed to include sediment and erosion control measures on the same plan view as the toe drain alignment to simplify the drawings and reduce the number of sheets.

The typical section will be presented in schematic formation and include technical specifications for the materials required and general notes regarding installation and proper maintenance. The proposed design will comply with requirements specified by the U.S. Army Corps of Engineers for levee design. Individual embankment/toe drain cross sections are excluded from the proposed plan.

Details and/or specifications for repairing levee tops rutted or damaged during debris removal will be graded to original heights and millings added per previous repair contracts performed on sections of Levee L, P and S.

The estimated cost to complete this work task is **$115,000**. This cost includes coordination with, and approval from, the COE and State of Kansas for the proposed toe drain design, submittal of the 60% draft documents to the City of Wichita (COW) and COE for review, incorporation of review comments from the COW and COE, and submittal of final documents. The cost includes two submittals for each deliverable (one at 60% and final).

1. No ULCC meetings, coordination, representation of existing utilities, or utility relocation design effort is included or assumed in this Scope of Services. It is assumed that some limited utility coordination may be required as part of this project. AMEC will provide up to 60 hours of utility coordination for this project. If additional time is required for utility-related effort, it shall be considered a supplemental service for an additional fee.

2. The City plans to execute toe drain replacement in phases based on available funding, etc. Should the number of proposed deliverables need to be modified to match the needs of the City, the cost of executing this task will need to be modified accordingly.
3. No survey, utility locates, tract maps, or easement preparation is included in this Scope of Services. It is assumed that all existing and proposed toe drains lay within the City Rights of Way (ROW) and that there are not ROW/easement encroachments, such as sheds, addressed in these plans.
4. Special provisions will be included in the drawings requiring the contractor to contact Kansas One Call prior to construction and assume responsibility for all utility locates and conflict resolution.
5. Contractor will be responsible for establishing ingress/egress and staging areas. This information, along with repair details for public roads that may become damaged during construction, will not be included in the plans.
6. Because this project is a system wide maintenance project, it is assumed that it will be approved by the Tulsa COE District Office and is not required to go to Headquarters.

E Prepare Plans, Specifications, and Cost Estimate for modifications to Levee C Station 400 + 40C, Levee C Station 1586 +00C to 1595 + 00C, Demolition of Abandoned Railroad Bridge near Station 1216 +000N

E1 Levee C Station 400 + 40C This section of levee is the tie back levee on the north end of where Cowskin Creek enters the "Big Ditch and ties back to a railroad embankment. The area behind the levee is currently protected on the FEMA DFIRM maps. Approximately 700 foot of the railroad is performing as part of the flood control system but is not certifiable. This set of design plans will include a parallel tie back along the eastern side of the railroad, completely independent of the railroad. It is assumed that one property owner will be impacted by ROW acquisition at this time based upon best available information.

Embankment cross sections will be designed based on subsurface information collected during the "certification" project. The inspection trench performed during construction will verify the validity of the design data and material properties. The water surface elevations for freeboard design will be derived from the new studies per the certification project or DFIRM database if not restudied. ROW maps for the single property owner and the railroad will be developed and a tract map for acquisition from the property owner will be developed and provided to the city. The plans will be submitted at 60% and 100%. KDHE sediment and erosion control plans, the NOI, and SWPPP will be developed/submitted as necessary for construction. The design will be submitted with a brief letter report to KDA for approval of the proposed modifications. The design documents will be coordinated with Tulsa USACE for concurrence. The estimated cost to complete this work Task E1 is **$22,900**.

E2 Levee C Station 1586 +00C to 1595 + 00C This section of levee is the tie back levee on the north side of K96, east of 151st Street and along the right side of Arkansas River. This is also at the first confluence of the Big Slough North and Arkansas River. The levee top serves as an entrance to two or more residences east of 151st Street. Over time, the use of the driveway as well as the construction of the new 151st Street bridge across Big Slough North, the levee profile has degraded vertically. Upon assessing the remediation efforts, the design decision was to turn and tie back to natural ground at K96 approximately 700 feet west of the current tie in and let the extended levee serve as the drive way. This will eliminate the future degradation vertically. This set of design plans will propose a tie back along the eastern edge of KDOT ROW. At this time it is anticipated that only KDOT ROW will be impacted by the design.

Embankment cross sections will be designed based on subsurface information collected during "certification" project. The inspection trench performed during construction will verify the validity of the design. The water surface elevations for freeboard design will be derived from the new studies per the certification project. ROW maps for KDOT will be developed and a tract map if required will be provided to the city. The plans will be submitted at 60% and 100% to KDOT and city. KDHE sediment and erosion control plans, the NOI, and SWPPP will be developed/submitted for construction. The design will be submitted with a brief letter report to KDA for approval of the proposed modifications. The design documents will be coordinated with Tulsa USACE for concurrence. The estimated cost to complete this work Task E2 is **$22,000**.

E3 Demolition of Abandoned Railroad Bridge near Station 1216 +000N This section of levee is the reach that includes the abandoned railroad bridge near station 1216 +000N and the associated earthen levee sections on each side of the railroad. The hydraulic structure has historically been a restriction in the system and does not have the 4 foot of freeboard required for certification. This set of design plans will include demolition of the pressure box bridge, leaving the bottom and footer. The earthen levee on each side will be reconstructed to tie back to existing elevations approximately 150 feet either side of the existing structure.

Embankment cross sections will be designed based on subsurface information collected during "certification" project. The inspection trench performed during construction will verify the validity of the design. The water surface elevations for freeboard design will be derived from the new studies per the certification project. ROW maps for city will be developed and a tract map if required will be provided to the city. The plans will be submitted at 60% and 100% to city. The existing oil lines and other utilities will be coordinated with the owners and ULCC as necessary for construction. KDHE sediment and erosion control plans, the NOI, and SWPPP will be developed/submitted as necessary for construction. The design will be submitted with a brief letter report to KDA for approval of the proposed modifications. The design documents will be coordinated with Tulsa USACE for concurrence. The estimated cost to complete this work task is **$18,300**.

F. New and Expanded Required Levee Certification Services

The Wichita Valley Center Flood Control Project System is a very complex hydrologic and hydraulic system that is over 50 years old. The certification process being applied to the existing systems per CFR 65.10 has evolved from concept to implementation over the past 3 years. The original scope and fee estimate was based on the best available understanding of the system and process at the time (January 2008). Through field investigations, analysis, interviews, and research of historical documents the basic understanding and description of the system has evolved and expanded in detail. The following task summaries are for services that have either been added as needed or expanded per better description of the system. They are organized per the original scope of services. In parentheses following the task title is the original budget followed by the requested change in funding. Budget adjustment requests are summarized in a table at the end of the discussion.

F1.0 Historical Review ($45,333 and $0)

The first task was an historical review of information and was performed within the original budget and has served as the foundation for describing the System per USACE definition and per the functioning system. One of the key differences identified was the functioning system contains some levees or other embankments that are not in the original COE system. The increased length of investigations added fee to several of the following tasks. For example: additional structures to survey, model, perform seepage analysis, and report for certification.

F2.0 Enhanced Work Plan ($7,400 and $0)

This was an adjustment to the plan of work per the results of Task 1.0 and throughout the project as events occurred to change quantity or tactic to accomplish the defined tasks.

F3.1 Coordinate LiDAR ($11,879 and -$440)

The coordination was to assure the end product was hydrologically, hydraulically and topographically applicable to the certification project. The task involved multiple conference calls, on-site meetings, strategy sessions, and initial review and testing of early deliverables. The task was performed under the estimated budget and is complete.

F3.2 LiDAR Delivery – Zero budget

F3.3 Field Survey of Levee Structures ($134,895 and $63,985)

The number of structures to collect and the complexity of collection required more effort than originally estimated. Approximately 55% more locations were found to exist than indicated in the COE as-built

drawings. In addition multiple visits were required to several sites due to the need of maintenance activities prior to collection. This data will be entered into a blank copy the City's GBA dataset.

F3.4 Survey Top of Levee ($16,840 and -$6,457)
With the accuracy of the LiDAR data, only those locations that have had modifications post LiDAR collection need to be collected. The services remaining are to collect data in areas with added "millings" or similar material to repair/raise the levee top to validate freeboard.

F3.5 Bathometric Field Survey ($34,420 and -$34,295)
The Bathometric Survey effort was reduced significantly due to the LiDAR accuracy and the collection with the water at lower stages. The areas that might have been needed were enhanced from the bridge and culvert collection in Task
3.7.

F3.6 Survey of Soil Boring Locations ($18,565 and -$2,980)
This task included the marking of the boring locations for the field data collection process as well as the actual elevation of several early locations. Upon comparisons to the LiDAR, it was concluded that the accuracy of the digital topography was sufficient for the geotechnical analysis and LiDAR was used to obtain elevations of the subsequent borings.

F3.7 Additional Survey, Bridges etc… ($172,870 and $29,500)
The initial estimates for the number of bridges were based on the extents of the levee system for certification. Throughout the progression of the certification process and the expanded extents (functioning system vs. COE system) of the system, survey was collected at these additional structures were added to the process. The additional structures were associated with extending the models of Arkansas River to the south and west to the Sedgwick County Boundaries, Big Slough North from 151st to K96, Little Arkansas to the County Boundary, and multiple tributary structures in the Chisholm Basin upstream of the project area. This data will be entered into a blank copy the City's GBA dataset.

Summary of F3.3 through F3.7
The data collection tasks outlined in F3.3 through F3.7 is interdependent and compliments each other. The extrapolation and verification of accuracies has adjusted the overall budgets as compared to the original estimate for these tasks to include a requested overall adjustment of **$17,313** additional to the initial estimate.

F4.1 Visual Levee Inspection ($92,763 and $7,150)
The inspections have been performed 2 times for the entire system and multiple other times for isolated reaches. The second inspection was an annual assessment of the city repairs and maintenance activities performed per the initial inspection. The second set of inspections has been incorporated into the digital data set of the first inspection. The original scope included one complete inspection.

F4.2 Toe Drain Testing and Inspection ($68,774 and -$17,804)
The testing and inspection of the toe drain system required less effort than estimated. The smoke testing process and consistency of results reduced the effort.

F4.3 Geotechnical Exploration ($310,183 and $164,000)
The initial estimate was for 200 explorations across the system and was predicated on homogeneous findings, at least within reaches. Early phased investigations revealed considerable variances between investigation locations. That coupled with historic aerials and interviews revealing locations of concern increased the investigation locations to 317 (Borings, Soundings, and Test Pits).

F4.4 Physical Inspection Compliance Report ($27,220 and $6,995)
The reports and assessment of repair and maintenance needs has been a continuous process as the system is studied. The needs for toe drains, limits of vegetation removal, diversion structure rehabilitation, levee topping limits, and other isolated maintenance requirements has been a dynamic report working toward certification. The effort has exceeded the original estimate due to the dynamic nature of the report.

F4.5 Internal Drainage Structure Video ($0, $4,965)
This task was expected to have been performed per the USACE inspections and the results would be incorporated rather than performed. This is the initial inspection that set the tone for the good condition of the structures throughout the system and is not a concern for certification.

F4.5.1 River Hydrology ($151,720 and $150,000)
The river hydrology task has two main components, the first component consists of the Arkansas and Little Arkansas River systems that are analyzed using Tulsa USACE's HEC HMS model that is gage calibrated. Several iterations and adjustments to the upstream end of the system have been required due to vertical roughness adjustments USGS incorporated into the rating curve. The second component is the local watershed HEC HMS model development. The original estimate assumed the model would be divided out into basins of 1 to 2 square miles (20 basins) and routed accordingly. The Chisholm Basin is so volume and timing dependent that the basin sizes ended up being $1/10^{th}$ that size (280 basins) and 150+ inter basin storage locations were required to calibrate to the gages within the basin. The detailed models proved very valuable in verifying the reduced 100 year discharges and will be very valuable in use for local regulatory needs in the future. The detail nearly doubled the effort but likely saved millions in remediation requirements by refining the analysis.

F4.5.2 Interior Drainage Hydrology ($90,880 and $42,700)
The interior drainage computations are being performed on an additional 30 locations above the original estimate of 77. The increase is mostly due to the definition of "the system". The effort per location matched the average estimate very well, just simply more locations than initially defined.

F4.5.3 Update Frequency, Duration and Rainfall Data ($23,620 and 0)
The analysis was performed using the best available data and resulted in a reduction in the depths of rainfall per frequency. NOAA is in the process of updating the IDF curves for Kansas on a major city and county basis. The results will replace the old TP-40 data and incorporated into Atlas 14. Since there is a chance they could result in different values depending on the selection of gages to influence the analysis and the desire not to certify to an event less than the frequency required it the depths increased, the existing TP-40 depths per the drainage manual were used for certification rather than the updated frequency analysis.

F4.5.4 Hydro-geodatabase Modification ($0 and $50,939)
The LiDAR data was developed well and has a high percent accuracy for the various vegetation/landuse categories. Due to the lack of slope in a large portion of the city/county area, the accuracy of hydrologic computation is directly proportional to the accuracy of the hydro-geodatabase. Sedgwick County was divided into 10 basin areas and hydro-connectivity was defined up to about the 10 acre drainage divide on the average. This additional scope element required aerial and ground surface walks along streams and tributaries to define drainage patterns across roads and levee like structures. The additional scope also included a day long meeting in Wichita to strategize with Merrick as well as numerous hours of conference calls.

F4.5.5 Historical Aerials ($0 and $15,409)
Per the research with the documentary effort in Task 4.6.4, aerials for 1938, 1968, 1974 and 1983 were processed for use in the certification effort. Each year contained 100's of tiled aerial photos with black borders and skew per the scan. Each tile was rectified to the 2008 aerials, cropped to the match lines between tiles and mosaic'd to a county wide image fore easy stream scrolling. The deliverables were individual JP2's and the composite coverage for an overall view.

F4.6.1 River Hydraulics ($332,240 and $75,000)

The extended river studies discussed in Task 3.7 resulted in addition miles of hydraulic studies. The additional area included in the study will require additional hydraulic modeling effort.

F4.6.2 Interior Drainage System Hydraulics ($187,440 and $35,000)
The additional locations discussed in Task 3.3 require individual and interconnected hydraulic analysis for ponding areas as well as possible joint probability analysis. PCSWMM models for 107 systems, joint probability for 58 and closed gate flooded areas for 49.

F4.6.3 Pump Station Hydraulics ($23,790 and -$2,296)
The assessment and evaluation of the pump station hydraulics was performed for less than the estimated effort.

F4.6.4 Web Development and Enhancements ($92,210 and $135120)
The development of the static flood inundation mapping application as a dynamic site versus a static site requires more programming than originally estimated. The access to and additions to the datawise relational database proved more difficult than anticipated. The documentary site content has been much greater than estimated. The number of photographs to scan/crop far exceeded the original estimate.

The operations and maintenance manual requires an alert process for system operation. Flood Control has a network of rainfall and stream height gages across the system and is installing more each year. Through the review of the flood fighting process and attempts to use the data for calibration, it is apparent that the needs of the system have out grown the capabilities of the existing software system, Datawise. Continued use of this software would require significant programming efforts and continuous support. For these reasons, the City is changing systems to a Contrail Base Station system by OneRain. Upon completing extensive research, several other similar users that have out grown the capabilities of Datawise have switched to this system and report a successful transition with great support. The deliverables for this would be 1)Primary and Secondary Contrail Base Station software setups, 2)Installation, configuration, and onsite setup, 3)Training on Contrail Enterprise programs, and 4)Operational Support 7/24.

AMEC will provide assistance installing and linking other web applications to this data set. These updates are especially important for the flood inundation site.

F4.7 Embankment Protection Analysis Models ($26,370 and -13,870)
The requirements for this task to support the certification package are less than estimated and thus require approximately 50% of the allocated funding.

F4.8 Geotechnical Stability/Settlement/Seepage Analysis ($57,590 and $74,108) The lack of homogeneity in material that required additional investigations as described in Task 4.3 resulted in additional analysis. The additional effort includes more investigations to summarize and deduce parameters from as well as more reaches for analysis due to the changes in conditions along the levees.

F4.9 Other (Seismic) Design Criteria Review ($24,240 and -$9,942)
This effort is less than estimated and results in a reduced budget.

F4.10.1 List of Certifiable/Un-Certifiable Levee Segments ($30,600 and -$23,756). The required effort is significantly less than estimated, in some cases; the effort for this task is covered in another task.

F4.10.2 Requirements to Improve Un-Certifiable Levee Segments ($15,890 and -$11,089). This effort is significantly less than estimated, in some cases; the effort for this task is covered in another task.

F4.11 Final Compliance Report Delivery ($1,310 and $36,490) The estimated effort associated with this task was underestimated. The complexity of the system and the lack of existing hydrology and hydraulics for the critical areas have expanded the report by a factor of 10.

F4.12 Cost Estimate for Levee Upgrade ($0 and $24,990)
This new task was to provide support and costs associated with the worst first projects that were primarily the Levee L, P and S designs that are being constructed. Services included cost estimates, presentations and estimated inundation maps for non-certification of the areas.

F4.13 Tree Removal Memorandum ($0 and $1,689)
The new task was the development of the detail and associated notes for tree removal within levee system. The results were coordinated and discussed with Tulsa USACE for approval.

F5.1 Operations and Maintenance Criteria Plan ($45,320 and $6,000)
The Operation and Maintenance Manual has not been updated significantly since originally developed. The additional ponding areas as well as the gage network are being incorporated. The sand bag procedure for Broadway prior to bridge replacement and was not included in the previous estimate.

F5.2 As Builts (As-Is) ($34,700 and $17,000)
The number of structures to incorporate and the additional of the construction areas are beyond the previous estimate.

F5.3 Certification Program Requirements ($20,080 and $-13,836)
This task is much less effort than previously estimated and results in a reduction in budget.

F5.4 Coordinate FEMA Map Change with KDA/STARR ($78,060 and $24,000)
The coordination effort and Task 6.2 roll together and include the DCS submittals, addressing any comments and providing mapping ready floodplains, FIS ready profiles, and FIS text. They also included the without levee scenarios that are required for incorporation into the DFIRM but are otherwise not required for levee certification. AMEC will provide City/County staff at a single location, training on the data deliverables, model usage (access to output), model parameter development, and tool usage. For ten repetitive tasks defined by City/County, AMEC will develop quick sheets for guidance through the process.

F6.1 GIS Levee Inventory ($17,960 and $5,000)
The inventory includes more structures than estimated and requires additional effort. Efficiencies with quantity have been included.

F6.2 FEMA Physical Map Change ($44,400 and 0)
The explanation for no budget adjustment is explained under See Task 5.4.

Summary of Requested Budget Changes

Task Description	Original Budget	Requested Budget Change	New Proposed Budget
F1.0 Historical Review	$45,332.75	$0	$45,333
F2.0 Enhanced Work Plan	$7,400.00	$0	$7,400
F3.1 Coordinate LiDAR	$11,879.00	-$440	$11,439
F3.3 Field Survey of Levee Structures	$134,895.00	$63,985	$198,880
F3.4 Survey top of Levee	$16,840.00	-$6,457	$10,383
F3.5 Bathemetric Field Survey	$34,420.00	-$34,295	$125
F3.6 Survey Soil Boring Locations	$18,565.00	-$2,980	$15,585
F3.7 Additional Survey, Bridges, etc.	$172,870.00	$29,500	$202,370
F4.1 Visual Levee Inspection	$92,762.75	$7,150	$99,913
F4.2 Toe Drain Testing and Inspection	$66,774.00	-$17,804	$48,970
F4.3 Geotechnical Exploration	$310,193.15	$164,000	$474,193
F4.4 Physical Inspection Compliance Report	$27,220.00	$6,995	$34,215
F4.5 Internal Drainage Structure Video **(New Item)**	$0.00	$4,965	$4,965
F4.5.1 River Hydrology	$151,720.00	$150,000	$301,720
F4.5.2 Interior Drainage Hydrology	$90,880.00	$42,700	$133,580
F4.5.3 Update Frequency, Duration and Rainfall Data	$23,620.00	$0	$23,620
F4.5.4 Hydrogeodatabase Modification (**New Item**)	$0.00	$50,939	$50,939
F4.5.5 Historic Aerials (**New Item**)	$0.00	$15,409	$15,409
F4.6.1 River Hydraulics	$332,240.00	$75,000	$407,240
F4.6.2 Interior Drainage System Hydraulics	$187,440.00	$35,000	$222,440
F4.6.3 Pump Station Hydraulics	$23,790.00	-$2,296	$21,494
F4.6.4 Web Development and Enhancements	$92,210.00	$135,120	$227,330
F4.7 Embankment Protection Analysis Models	$26,370.00	-$13,870	$12,500
F4.8 Geotechnical Stability/Settlement/Seepage Analysis	$57,590.00	$74,108	$131,698
F4.9 Other (Seismic) Design Criteria Review	$24,240.00	-$9,942	$14,298
F4.10.1 Listing of Certifiable / Un-Certifiable Levee Segments	$30,600.00	-$23,756	$6,844
F4.10.2 Requirements To Improve Un-Certifiable Levee Segments	$15,890.00	-$11,089	$4,801
F4.11 Final Compliance Report Delivery	$1,310.00	$36,490	$37,800
F4.12 Cost Estimate for Levee Upgrade (**New Item**)	$0.00	$24,990	$24,990
F4.13 Tree Removal Memorandum **(New Item)**	$0.00	$1,689	$1,689
F5.1 Operation and Maintenance Criteria and Plans	$45,320.00	$6,000	$51,320
F5.2 As-Built Drawings	$34,700.00	$17,000	$51,700
F5.3 Certification Program Requirements	$20,080.00	-$13,836	$6,244
F5.4 Coordinate FEMA Map Change with URS	$78,060.00	$24,000	$102,060
F6.1 GIS Levee Inventory	$17,960.00	$5,000	$22,960
F6.2 FEMA Physical Map Change	$44,440.00	$0	$44,440
	$2,237,612	**$833,275**	**$3,070,887**

Summary of Costs	
Scopes	**Costs**
A Levee S	**$27,200**
B Vegetation Plan **Develop a System-wide Vegetation Maintenance Plan** **20 Boundary Surveys (Optional)** **10 Tract Map Optional (Optional)**	**$179,500** **$25,000** **$5,500** **$210,000**
C Diversion Structure Rehabilitation **Prepare Plans, Specifications, and Cost Estimate for the Repair of Four (4) Major Diversion Structures (Nos. 1, 2, 4, and 5) and Installation of Sheet Pile Wall**	**$140,600**
D Toe Drain Plans **Prepare a Typical Toe Drain Replacement Plan**	**$115,000**
E Levee Freeboard Remediation Plan **Levee C Station 400 + 40C** **Levee C Station 1586 +00C to 1595 + 00C** **Demolition of Abandoned Railroad Bridge near Station 1216 +000N**	**$22,900** **$22,000** **$18,300** **$63,200**
F Levee Certification	**$833,275**
Total	**$1,389,275**

Exhibit B

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

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

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

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

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

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

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor,

subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

AMENDED AGREEMENT
WICHITA-VALLEY CENTER FLOOD CONTROL PROJECT
IMPROVEMENTS

THIS AMENDED AGREEMENT is made and entered into this 21st day of April, 2010, by and between Sedgwick County, Kansas, hereinafter referred to as "County" and the City of Wichita, Kansas, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, there now exists a Contract (dated April 8, 2009) covering the AGREEMENT made between the two parties to share costs for the ENGINEER to complete a Levee Certification for the Wichita-Valley Center Flood Control Project; and

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as followed:

1. Paragraph 5 of the April 8, 2009 contract is hereby modified and amended to read as follows:

   City and County will split the cost of the project equally after any contributions made to the project by other communities are deducted from the total project cost. County's share of the total project cost will not exceed $5,050,000 (including design and right of way costs) unless this agreement is amended by city and county based on final design estimates provided by the engineering consultant.

2. In all other respects, the terms and provisions of the April 8, 2009 contract, as amended, between the parties hereto shall remain in force and effect as the same were originally approved by the parties in 2009.

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

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

_____
KARL PETERJOHN,
Chairman, Third District

ATTEST:

_____
KELLY ARNOLD,
County Clerk

APPROVED AS TO FORM:

_____
ROBERT W. PARNACOTT,
Assistant County Counselor

THE CITY OF WICHITA, KANSAS

_____
CARL BREWER
Mayor

ATTEST:

_____
KAREN SUBLETT
City Clerk

APPROVED AS TO FORM:

_____
GARY REBENSTORF
City Attorney