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REVISED:
PULLED ITEM IV-1.
ADDED ITEM II-15.

FINAL

CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. June 12, 2012

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 June 4, 2012

AWARDS AND PROCLAMATIONS

-- HOPE, Inc and Juneteenth Health Fair and Parade Celebration Day.

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. James Roseboro or Janet Wilson - Thanking Wichita for its support of the NUSA Project and the outcome.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 15)

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

1. Ordinance amendments creating Community Advisory Board to Provide Assistance to Wichita Police Department and City Council on Racial and Biased-based Policing Issues, Section 2.10.010 et. seq.

   RECOMMENDED ACTION: Place the ordinance on first reading.

IV. NEW COUNCIL BUSINESS

1. Appeal of denial of the Portable Amusement License for Jesse Zogleman Enterprises.
   (PULLED PER CENTRAL INSPECTION)

   RECOMMENDED ACTION: Based on the evidence presented, reverse, affirm (wholly or partly) or modify the decision of the City of Wichita staff to deny the portable amusement ride license of Jesse Zogleman Enterprises.

2. Public Hearing and Tax Exemption Request, McGinty Machine Company Inc. (District I)

   RECOMMENDED ACTION: Close the public hearing, and approve first reading of the ordinance granting McGinty Machine Company, Inc., a 100% tax exemption on the identified real property improvements for a five year term, plus a 100% tax exemption for a second five-year term, subject to City Council review.

3. Amendments to Speed Limit Ordinance, Section 11.96.010.

   RECOMMENDED ACTION: Place the ordinance on first reading and authorize the necessary signatures.

4. Water Main Replacement Projects - Eastborough South, 3rd Street, Schrader, McCormick (Ph II) and Oaklawn (Ph II). (Districts I, III, IV and County) **AND**

   Sanitary Sewer Rehabilitation/Reconstruction Projects - Planeview, Westlink, Riverside and College Hill. (Districts II, III, V, VI, County and Eastborough)

   RECOMMENDED ACTION: Approve the projects, adopt the resolutions, authorize the necessary signatures and authorize the signing of encroachment/utility agreements as required.

5. DER2012-00003 - Evaluation Criteria for Downtown Public Parking Infrastructure Projects. (Districts I, IV, and VI)

   RECOMMENDED ACTION: Adopt the resolution establishing evaluation criteria for downtown parking infrastructure projects and authorize staff to implement.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

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

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 15)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated June 11, 2012.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2012	(Consumption on Premises)
David A Ray	El Matador Lounge*	2033 South Broadway
Renewal	2012	(Consumption off Premises)
Dalsukh Parman	Friends Corner***	1131 East 47th South

   *Consumption/Tavern less than 50% of gross revenues from sale of food.
   ***Consumption/Retailer grocery stores, convenience stores etc.

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

3. Preliminary Estimates: (None)

   RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
   a. Petition for Storm Water Drain in Kiser West Second Addition, south of 13th, west of Greenwich. (District II)
   b. Petitions for Sanitary Sewer and Water Distribution Systems in Stonebridge Commercial Addition, south of 37th Street North, east of Maize. (District V)

   RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Property Acquisitions:
   a. Partial Acquisition of 10011 East Kellogg for the Improvement of the Kellogg Avenue (US Highway 54) from Cypress to Chateau. (District II)
   b. Partial Acquisition of the Kansas Gas and Electric Site at 4500 North Seneca for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District VI)

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

6. Minutes of Advisory Boards/Commissions

   Design Council, April 18, 2012
   Police and Fire Retirement System, April 18, 2012

   RECOMMENDED ACTION: Receive and file.

7. Contracts and Agreements for May 2012.

   RECOMMENDED ACTION: Receive and file.

8. General Obligation Bond and Note Sale.

   RECOMMENDED ACTION: Adopt the resolution: 1) authorizing the general obligation bond and note sales; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel; 3) finding that such Preliminary Official Statement is in a form "deemed final" for the purpose of the Securities Exchange Commission's Rule 15c2-12(b)(l), subject to revision, amendment and completion in the final Official Statement; 4) authorizing publication and distribution of the Notice of Sale; and 5) authorizing staff, in consultation with Bond Counsel, to take such further action reasonably required to implement this Resolution.

9. Drug Court - Outpatient Treatment.

   RECOMMENDED ACTION: Approve the contract with ComCare Addiction Services and authorize the necessary signatures.

10. Abatement of Dangerous and Unsafe Structures. (Districts I, II, III and IV)

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

11. Approval of Building Setback Agreement for 710 East Douglas Avenue. (District VI)

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

12. Second Reading Ordinances: (First Read June 4, 2012)
    a. Second Reading Ordinances.

    RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

13. *SUB2010-00006 -- Plat of The Moorings Plaza III Addition located north of 45th Street North (extended) and west of Meridian. (District VI)

    RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading.

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

14. *LeaseCorp Financial, LLC - Commercial Hangar Operator Use and Lease Agreement for use of land at - 1404 S. Airport Road, Wichita Mid-Continent Airport.

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

15. *Airport Board of Bids dated June 11, 2012.

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

City Of Wichita
City Council Meeting
June 12, 2012

TO: Mayor and City Council Members

SUBJECT: Ordinance amendments creating Community Advisory Board to Provide Assistance to Wichita Police Department and City Council on Racial and Biased-based Policing Issues, Section 2.10.010 et. seq.

INITIATED BY: Police Department

AGENDA: Unfinished Business

Recommendation: Place ordinance on first reading.

Background: In 2011, the Kansas Legislature amended the state statutes regarding racial profiling and biased-based policing. The statutes require law enforcement agencies to adopt policies regarding racial and biased-based policing. These amendments became effective July 1, 2011 and require municipalites to establish a Community Advisory Board or provide an annual report with detailed data regarding every vehicle or pedestrian stopped by law enforcement to the Kansas Attorney General.

This matter came before the City Council on June 5, 2012 and was deferred for council members to obtain additional information regarding the proposed amendments.

Analysis: Since 2005, the Wichita Police Department has had a Citizens Racial Profiling Board. The Board is composed of up to 21 citizen volunteer members. Because of the board's independent status, it has had limited interaction with the City Council.

The statutory amendments in 2011, mandate either a Community Advisory Board be established by the governing body, not the law enforcement agency, to provide input and guidance to law enforcement on training, community outreach and policy recommendations to law enforcement officers or that the law enforcement agency collect comprehensive data on every vehicle or pedestrian stop. The amendments additionally repeal the statutory language allowing independent Citizen Advisory Boards to meet the statutory requirement of an advisory board to provide assistance to law enforcement agencies in addressing racial profiling issues. Due to the costs associated with the requirements of collection and analysis of requested data, staff is recommending the establishment of a Community Advisory Board.

In late 2010, the City Manager restructured the City Manager's Review Board to expand its duties to include the review of completed Police Department investigations related to racial profiling and to review existing Police Department policies and procedures as directed by the City Manager.

The options available to the City Council are:

1. By ordinance, create a new Community Advisory Board and abolish the citizen's advisory board;
2. Utilize the City Manager's Review Board as the Community Advisory Board and abolish the citizen's advisory board;
3. Utilize the City Manager's Review Board as the community advisory board and contine the citizen's advisory board to provide additional community input to the City Manager's Review Board;

4. By ordinance re-tool the Citizen's Advisory Board to allow for appointment of members by the city council and provide for additional structure and oversight for the operation of the committee.

In lieu of creating another board, it is recommended that the City Manager's Review Board serve as the City's Community Advisory Board to provide input to the City Council and to the Police Department on racial and biased-based policing issues. The existing board will continue to work, in conjunction with the Wichita Police Department, on the issue of Racial Profiling. One member from the current citizens racial profiling board will be appointed by the City Manager.

The statutes additionally allow, but do not require, law enforcement agencies to have a Training Advisory Board which would review proposed racial and biased-based policy training curriculium. By statute, this board is to be composed of five or more persons representing law enforcement, community leaders and eductional leaders. It is recommended that this board be composed of three members from the City Manager's Review Board and two law enforcement representatives appointed by the Chief of Police.

The amendments are necessary to bring the City into compliance with the applicable state statutes regarding racial and biased based policing.

Financial Considerations: None

Goal Impact: This agenda item impacts the goal indicator to provide a Safe and Secure Community.

Legal Considerations: The amendments have been prepared and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council place the ordinance on first reading.

Attachment: Ordinance.

First Published in The Wichita Eagle on June 22, 2012

OCA #083303 04/23/2012

ORDINANCE NO. 49-292

AN ORDINANCE CREATING SECTIONS 2.10.010, 2.10.015, 2.10.020, 2.10.030, 2.10.040, 2.10.050, 2.10.060, 2.10.070 AND 2.10.080 OF THE CODE OF THE CITY OF WICHITA, KANSAS, ESTABLISHING THE WICHITA COMMUNITY ADVISORY BOARD.

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

SECTION 1. Section 2.10.010 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

" **Establishment of Community Advisory Board.** The Wichita Community Advisory Board is here established."

SECTION 2. Section 2.10.015 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Definitions.** As used in this chapter, the following terms shall be defined as:

Enforcement action means: any law enforcement act during a nonconsensual contact with an individual(s) in 1) determining the existence of probable cause to take into custody or to arrest an individual; 2) constituting a reasonable and articulable suspicion that an offense has been or is being committed so as to justify the detention of an individual or the investigatory stop of a vehicle; or 3) determining the existence of probable cause to conduct a search of an individual or a conveyance.

Racial or other biased-based policing means: the unreasonable use of race, ethnicity, national origin, gender or religion by a law enforcement office in deciding to initiate an enforcement action. It is not racial or other biased-based policing when race, ethnicity, national origin, gender or religion is used in combination with other identifying factors as part of a specific individual description to initiate an enforcement action."

SECTION 3. Section 2.10.020 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Purpose of Community Board.** The purpose of the Wichita Community Advisory Board is to advise and assist the City of Wichita and its police department in policy development, education, community outreach and communications related to racial and other biased-based policing."

SECTION 4. Section 2.10.030 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Specific Duties of Community Advisory Board.** The Wichita Community Advisory Board shall:

1. Review Wichita Police Department policies regarding racial and other biased-based policing and make recommendations to the Chief of Police for the amendment of those policies or the adoption of additional policies on that subject as it deems necessary.

2. Assist the Police Department with community outreach opportunities involving racial and other biased-based policing prevention.

3. Advise the Police Department about community concerns related to racial and other biased-based policing.

4. Receive annual reports regarding racial and other biased-based policies from the Wichita Police Department. At a minimum, the report shall include the following information regarding each complaint of racial or other biased-based policing lodged against the Police Department or any of its employees in the preceding calendar year:

a. The number of racial or other biased-based policing complaints received;

b. The date each racial or other biased-based policing complaint was filed;

c. Actions taken in response to eac racial or other biased-based policing complaint;

d. The decision made in disposition of each racial or other biased-based policing complaint;

e. The date each racial or other biased-based policing complaint was closed.

f. Whether or not all law enforcement officers not exempted by the Kansas Commission on Pecase Officers' Standards and Training received the training required by K.S.A. 22-4610 et.seq.

5. Report to the City Council from time to time regarding its activities, including an annual report to be presented to the City Council at

the first regularly scheduled Wichita City Council meeting following August 1st of each year.

6. Review and render advice on such other matters related to racial and other biased-based policing as are assigned to the advisory board by the Chief of Police, City Manager or City Council."

SECTION 5. Section 2.10.040 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Membership.** The Wichita Community Advisory Board shall be composed of the members of the City Manager's Review Board as established by Administrative Regulation 5.2. Composition of the board shall reflect the raical and ethnic community of the City of Wichita."

SECTION 6. Section 2.10.050 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Terms.** Members of the Wichita Community Advisory Board shall serve four-year terms. There is no limit on the number of terms that an individual may serve on the advisory board. Upon the resignation of any such member, the City Manager, with the consent of the City Council, shall appoint a new member to serve the unexpired portion of the resigning member's term."

SECTION 7. Section 2.10.060 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Meetings**. The Board shall meet at least once quarterly. The meetings shall be subject to all applicable provisions of the Kansas Open Meetings Act, K.S.A. 75-4317, *et seq.* Appeals heard by the Board pursnant to Administrative

Regulation 5.2 shall be considered to be quasi-judicial functions of the board. Pursuant to K.S.A. 75-4318(g) and amendments thereto, such hearings are not open to the public."

SECTION 8. Section 2.10.070 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"**Decisions and Procedures of the Board.** Recommendations of the Comminity Advisory Board shall be approved by majority vote of the members present and voting. The Advisory Board may adopt lawful rules, regulations and by-laws, consistent with the provisions of this chapter and Administrative Regulation 5.2, as it deems necessary for its operation."

SECTION 9. Section 2.10.080 of the Code of the City ofWichita, Kansas, is hereby created to read as follows:

"**Training Advisory Board.** a. In addition to the responsibilities set forth in this Chapter, the Community Advisory Board shall appoint three of its members to serve on the Wichita Police Department Training Advisory Board.

b. The Chief of Police shall designate two law enforcement personnel to serve on the Training Advisory Board.

c. The purpose of the Training Advisory Board is to recommend and review appropriate training curricula for Wichita Police Department Officers, supervisors and other staff.

d. The Training Advisory Board shall meet at least annually and provide a report regarding Wichita Police Department training cirriculum to the Chief of Police and the Community Advisory Board."

SECTION 10. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 19th day of June, 2012.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

Agenda Item No. IV-1

City of Wichita
City Council Meeting
June 12, 2012

TO: Mayor and City Council Members

SUBJECT: Appeal of denial of the Portable Amusement License for Jesse Zogleman Enterprises

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendation: Based on evidence presented, reverse, affirm (wholly or partly) or modify the denial by the Co-Director of Central Inspection of the portable amusement ride license for Jesse Zogleman Enterprises.

Background: Chapter 3.20 of the City Code sets forth licensing, inspection and insurance requirements for amusement parks and amusement ride businesses.

On May 9, 2012, after consulting with the Law Department, Rick Stubbs, Co-Director of Central Inspection denied the portable amusement ride license application of Jesse Zogleman Enterprises. The denial was based on documentation filed with the City and an investigation by the Wichita Police Department that Mr. Zogleman was renting portable amusement rides for proposed community events, when he did not have a valid license. Further, based on the investigation by the Wichita Police Department, it appeared the Mr. Zogleman was conducting business as Moonwalks For Fun, Inc. Moonwalks for Fun, Inc.'s license had previously been revoked by the City Council in June of 2011.

On May 17, 2012, a written appeal of the Jesse Zogleman Enterprises portable amusement license denial was filed with the City Clerk pursuant to Section 3.20.090 of the Code of the City of Wichita. The appeal was filed by Jesse Zogleman, applicant for Jesse Zogleman Enterprises.

Analysis: On April 26, 2012, Jesse Zogleman, on behalf of Jesse Zogleman Enterprises, submitted an application for an annual portable amusement ride license. During staff review of the application, it was discovered that prior to the application, Mr. Zogleman had contracted to provide portable amusement rides for a community event held by Heartspring on April 14, 2012 and for a Ribfest event scheduled on May 17- 19th, 2012 by SMG, Inc.

During these transactions, Mr. Zogleman represented himself as the owner or officer of Moonwalks For Fun, Inc/Pure Entertainment/Zogleman Enterprises. None of these entities were licensed to provide portable amusement rides.

Section 3.20.023(d) of the Code of the City of Wichita provides that a license may be denied if, within two years prior to the date of the application, the application has violated the requirements of this chapter. The ordinances do not require that charges be filed or a conviction be obtained to establish that a licensee or applicant has previously violated the terms of the chapter.

Section 3.20.020 of the Code of the City of Wichita requires any person engaging in the business of an amusement ride company to obtain a license. Mr. Zogelman is charged with two counts of engaging in

the operation of an Amusement Ride Company without a license. These charges are pending in the municipal court.

Section 3.20.095(e) of the Code of the City of Wichita prohibits a license from being issued to a licensee or to "any person acting on his or her behalf for a person for two years from the date of the revocation" of a licensee. If Mr. Zogelman was acting on behalf of Moonwalks for Fun, Inc. in making the new application, denial of the application would have been appropriate.

Section 3.20.095(c) provides that the city council may approve the denial, overrule the denial or modify the decision of the Co-Director of Central Inspection.

Financial Considerations: There are no extraordinary City costs associated with this action and appeal.

Goal Impact: This item impacts the Provide a Safe and Secure Community goal indicator by better ensuring amusement park and amusement ride safety, which includes maintenance or adequate commercial general liability insurance by licensees.

Legal Considerations: Pursuant to Chapter 3.20.090 of the Code of the City of Wichita, the Co-Director of Central Inspection has the authority to deny a portable amusement ride license application when the applicant violates any provision of Chapter 3.20. Additionally, Chapter 3.20 precludes a license from being issued to an individual who has had their license revoked within the preceding two (2) years. Moonwalks For Fun, Inc's license was revoked by the City Council in June of 2011. The appellant, Jesse Zogleman has been properly notified of the date and time of the City Council appeal hearing.

Recommendations/Actions: Based on the evidence presented, reverse, affirm (wholly or partly) or modify the decision of the City of Wichita staff to deny the portable amusement ride license of Jesse Zogleman Enterprises.

Attachments: (1) Procedures governing appeal; (2) Application for Portable Amusement Ride License; (3) Denial letter from Rick Stubbs, Co-Director Office of Central Inspection; (4) Community Event Application filed on March 19, 2012 by Heartspring; (5) Community Event Application filed on April 6, 2012 by SMG, Inc. for Wichita Ribfest; (6) Copies of e-mails between Jesse Zogleman and Bethany Lippe; (7) Copies of e-mails between A.J. Boleski and Jesse Zogleman; (8) Copies of police reports in 12C31813, 12C31752, and 12C28424; and (9) Certified copy of Articles of Incorporation for Moonwalks for fun.

City Council Meeting of June 12, 2012

Agenda Item # ____ Appeal of denial of the Portable Amusement Ride License for Jesse Zoggleman Enterprises.

Procedure for Quasi-Judicial Hearing by Wichita City Council

In matters where the City Council is hearing an appeal from staff recommendations regarding the denial, suspension or revocation of a license, or reviewing actions of City Staff pursuant to city ordinances, the following procedure shall be used:

a. The usual rules of procedure regarding time limitations for speakers are set aside. Parties shall be allowed adequate time to present their evidence and statements as to the basis of the appeal and to support staff's decision.

b. The Mayor, or Vice Mayor, will act as presiding officer. The presiding officer will rule on objections and will call parties to present evidence. Witnesses who testify will be sworn by the City Clerk.

c. The hearing should be conducted in the following order of presentation:

    1. The parties will present a short opening statement regarding their position of the issues to be determined.
    2. Evidence in support of revocation, suspension or denial of a license or to support staff's decision is presented by the Assistant City Attorney or other staff.
    3. City Council members may ask questions of the witness and staff.
    4. Licensee or appellee or their attorney has the right to cross-examine each witness and/or staff.
    5. Licensee or appellee has the right to call witnesses on his or her behalf, including any City witnesses.
    6. Assistant City Attorney representing staff may cross-examine each witness called on behalf of the licensee or appellee.
    7. City Council members may ask questions of the witness.
    8. City Council members may ask questions of the licensee or appellee, even if he or she is not called as a witness.
    9. Opportunity for rebuttal by City Staff or Assistant City Attorney may be granted in the discretion of the presiding officer.
    10. Unless granted additional time by the presiding officer, time for closing statements by the Assistant City Attorney and the licensee, appellee or their attorney is limited to 10 minutes each.
    11. City Council members may discuss matters after evidence is presented. Upon a proper motion, council may move to deliberate in executive session.

d. City Attorney and/or opposing side may submit suggested findings of facts to the Council.

e. City Council decisions are to be made by motion. A majority vote of the members of the City Council is required to pass a motion.

f. Decisions must adopt findings of fact which establish a basis for the action taken by the Council.

g. Decisions may be made at the conclusion of the hearing or may be taken under advisement for later action. The City Attorney and appellee will have had the opportunity to submit their suggested findings to the City Council.

h. Prior to the hearing, upon request, the City Attorney shall provide to the appellee, or his/her attorney, copies of all supporting documentation regarding staff's recommendations, as well as copies of all document submitted to the City Council.

i. At the conclusion of the hearing, the City Council may take action to affirm (wholly or partly), reverse or modify the decision to deny the portable amusement park license of Jesse Zoggleman Enterprises.

CITY OF WICHITA

www.wichita.gov

RECEIVED
LICENSE
APR 26 2012

AMUSEMENT PARK
TEMPORARY AMUSEMENT RIDES
LICENSE APPLICATION

Date 4-26-2012

License Office 455 N. Main – 1st Floor Wichita, KS 67202
(316) 268-4553 fax (316) 858-7527

Allow 30 days for approval

_____ Application Fee - $25.00 plus Amusement Park - Fee $600.00

X Application Fee - $25.00 plus Temporary Amusement Rides fee
- Fee $600.00 per year, for 20 or more Temporary Amusement Rides. Number of rides _____
- Fee $ 30.00 each, for less than 20 Temporary Amusement Rides. Number of rides 8

Amusement Park Location: _____

APPLICANT INFORMATION:

Name	Jesse Zogleman	Date of birth	08-22-1980
Home address	2825 Wild Rose Ct	Phone number	316-993-6532
City, state	Wichita, KS	Zip code	67205

BUSINESS INFORMATION (if applicable):

Business Name	Jesse Zogleman Enterprises	Phone Number	316-993-6532
Address	3811 S. West Street		
City, State	Wichita, KS	Zip Code 67217	

PRIMARY CONTACT PERSON TO WHOM THE CITY WILL DIRECT INQUIRIES:

Last Name	Zogleman	First Name Jesse		
City	Wichita		State KS	Zip Code 67205
Daytime Phone	316-993-6532	Email Address ~~JZog~~ MoonWalkS.jesse@gmail.com		

REQUIRED DOCUMENTATION:

1. Attach a list of the name, manufacturer, type and serial or other identification number (if available) of amusement rides which are used by the licensee, or rented or leased to other persons by the licensee or applicant.

2. Copies of the ride inspections, provide the name, address, and telephone number of the individual inspecting the rides and the copy of the ride inspector's certification as required by Section 3.20.060 of the Code of the City of Wichita.

3. Copy of the Certificate of General Liability Insurance.

I, Jesse Zogleman, the above named applicant, do solemnly swear that I have read the contents of this application and that all information and answers herein contained are complete and true. In addition, I have read and understand all rules and regulations as set out in the Code of the City of Wichita. Furthermore, I hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by the City of Wichita and I consent to the immediate revocation of my license, by the proper officials, for any violation of such laws, rules, or regulations.

[signature]
Signature of Applicant

4-26-2012
Date

ATTACHMENT 2

(10/10)

FOR OFFICIAL USE ONLY

License Type	Approving City Office	Approved	Disapproved	Date
Amusement Park	Law (insurance)			
	Office of Central Inspection			
	Environmental Services			
	Police Traffic			
Temporary Amusement Rides	Law (insurance)			
	Office of Central Inspection			
	Environmental Services			
	Police Traffic			
License #	33501	Total Fee		
Date	04-26-12	Expiration Date		

(10/10)

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY) 03/22/2012

PRODUCER AND THE NAMED INSURED
Evolution Insurance Brokers, LLC.

8722 S. Harrison St.
Sandy, UT 84070
(801) 304-5500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Jesse Zogleman Enterprises

2825 Wild Rose Court
Wichita, KS 67205

INSURER A: Prime Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

"LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION"

COVERAGES

The policies of insurance listed below have been issued to the insured named above for the policy indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
☑ Commercial Liability ☑ Claims Made ☑ Exclude Products ☑ Exclude Completed Operations	SC1203072A	3/23/2012	3/23/2013	$100,000 Per Person $1,000,000 Per Accident $1,000,000 Policy Aggregate
☐ Commercial Auto Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos Drive Away				
☐ Commercial Garage Liability G.K.L.L. O.T.R.P.D. D.O.C. Cargo On Hook Employee Dishonesty Wrongful Repossession Claims Made Exclude Products Exclude Completed Operations				
☐ Excess Liability ☐ Claims Made				

OTHER

DESCRIPTION OF OPERATION/LOCATION/VEHICLE/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Coverage is limited to only insured activities or operations identified in the Policy. Amusement - Food Concessions/ Games /Clothing Sales, Amusement - Non Supervised - Scheduled Interactive & Inflatable Game Rental -, Amusement - Party Rooms - Indoor Facility., Amusement - Supervised - Scheduled Interactive & Inflatable Game Rental -., Premises Liability - Scheduled Locations Only., Amusement - Dunk Tanks - Each., Amusement - Scheduled Interactive games - Per Unit., Inflatable Climbing Wall., Amusement - Scheduled Inflatable - Each., Amusement - Mechanical Bull - Stationary - Per Bull.

☑ CERTIFICATE HOLDER ☐ ADDITIONAL INSURE ☐ LOSS PAYEE

FOR PROOF OF INSURANCE ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

UCA-F-030 03OCT2008

AMUSEMENT RIDE SAFETY INSPECTION REPORT

OWNER INFORMATION

OWNER NAME	Jesse Zogleman Enterprises
DATE OF INSPECTION	3-29-12
BUSINESS NAME	Jesse Zogleman Enterprises
PHONE	316-993-6532
ADDRESS	2825 Wild Rose Court
CITY	Wichita
STATE	Ks
ZIP	67205

RIDE INFORMATION

RIDE NAME	Joust
RIDE DESCRIPTION (EX: METAL ROLLER COASTER, CAROUSEL, ETC)	Inflate
MANUFACTURER	Bounce R us
MANUFACTURE DATE	2004
SERIAL NO. OR ARCHITECT NO.	JJBRU101
CAPACITY	4 at a time
RPM	N/A
DATE OF LAST NDT TEST(S) ATTACH COPY OF TEST REPORTS	N/A

Satisfactory - Leave Blank | UnSatisfactory - XX | Does Not Apply - NA

Explain orders below under REMARKS

	Operation's Manual	N/A	Pins		Edges
	Daily Inspection Log	N/A	Correct Grade of Bolts		Free of Hazardous Projections
	Operator Training Program		Fasteners, Safety Clips, R-Keys & Etc	N/A	Safety Stops
	Manufacturers Data Plate		Wire Rope Guys	N/A	Emergency Stop Switch
N/A	Condition of Generator	N/A	Suspension	N/A	Remote Stop Switch
	Grounds	N/A	Drive	N/A	Anti-Rollback Devices
	Electrical Circuit Grounding	N/A	Sheaves	N/A	Brakes
N/A	Midway Electrical Boxes	N/A	Retaining Devices	N/A	Condition of Gasoline & Diesel Engine
	Breakers	N/A	Single Point Suspension	N/A	Fuel Storage
	Fuses	N/A	Guarding Moving Parts & Chains & Belts		Fire Extinguisher
	Fused Electrical Disconnect for Ride	N/A	Hydraulic System		Smoke Detectors
	Lighting Equipment Wiring & Secured	N/A	Hoses		Emergency Lighting
N/A	Support Structures	N/A	Pistons		Ride Clearance
	Bracing	N/A	Air Compressors	N/A	Wires
N/A	Sweeps	N/A	Safety Valve	N/A	Trees
N/A	Hitches	N/A	Tanks		Egress
N/A	Ears	N/A	Lubrication		Steps
N/A	Shoring	N/A	Upholstery		Ramps
N/A	Leveling	N/A	Seat Conditions		Platforms
N/A	Blocking	N/A	Safety Restrainer's		Fences
	Structure	N/A	Lap Bar		Warning Signs
	Fire Resistant	N/A	Seat Belts		Signs
N/A	Axles	N/A	Tubs		First Aid
N/A	Shafting	N/A	Numbers		Heights
N/A	Wheels	N/A	Fiber Glass		Midway Electrical Cable Protection
N/A	Pivots	N/A	Holes		Proper Operating Procedures when Observed
N/A	Gears	N/A	Cracks		

REMARKS:

OK to Operate

SIGNATURE OF INSPECTOR: [signature]

DATE: 3-29-12

PRINTED NAME AND TITLE OF INSPECTOR AND COMPANY: Brent Ottaway Naarso Level II

CITY OF WICHITA

AMUSEMENT RIDE INSPECTION VERIFICATION CERTIFICATE
This Amusement Ride Certificate of Inspection has been verified for completeness on the date indicated.

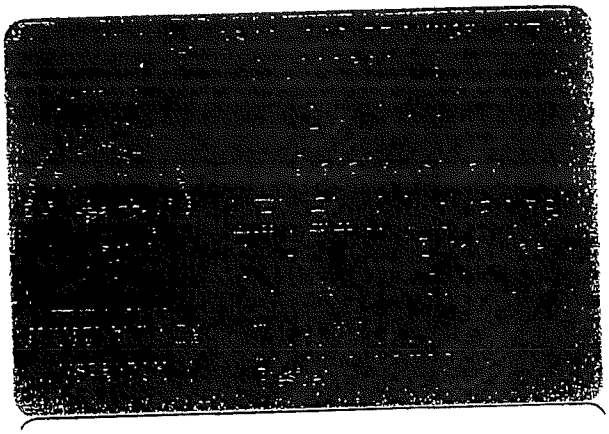
[signature] Date 5-1-12

2012

Brent Ottaway
Ottaway Amusements
Derby, KS

1518
Member No.

Leonard Cavalier
Executive Director



NATIONAL ASSOCIATION OF AMUSEMENT RIDE SAFETY OFFICIALS

NAARSO

2012

Brent Ottaway
Ottaway Amusements
Derby, KS

1518
Member No.

Leonard Cavalier
Executive Director

Amusement Ride Safety Inspection Report

Owner Information

Owner Name	Jesse Zogleman Enterprises
Date of Inspection	3-29-12
Business Name	Jesse Zogleman Enterprises
Phone	316-993-6532
Address	2825 Wild Rose Court
City	Wichita
State	Ks
Zip	67205

Ride Information

Ride Name	Obstacle Sec 2
Ride Description (Ex: Metal Roller Coaster, Carousel, Etc)	Inflate
Manufacturer	Bouncing Angels
Manufacture Date	2007
Serial No. or Architect No.	2007 U2
Capacity	4 at a time
RPM	N/A
Date of Last NDT Test(s) Attach Copy of Test Reports	N/A

Satisfactory - Leave Blank | UnSatisfactory - XX | Does Not Apply - NA

Explain orders below under REMARKS

	Operation's Manual	N/A	Pins		Edges
	Daily Inspection Log	N/A	Correct Grade of Bolts		Free of Hazardous Projections
	Operator Training Program		Fasteners, Safety Clips, R-Keys & Etc	N/A	Safety Stops
	Manufacturers Data Plate		Wire Rope Guys	N/A	Emergency Stop Switch
N/A	Condition of Generator	N/A	Suspension	N/A	Remote Stop Switch
	Grounds	N/A	Drive	N/A	Anti-Rollback Devices
	Electrical Circuit Grounding	N/A	Sheaves	N/A	Brakes
N/A	Midway Electrical Boxes	N/A	Retaining Devices	N/A	Condition of Gasoline & Diesel Engine
	Breakers	N/A	Single Point Suspension	N/A	Fuel Storage
	Fuses	N/A	Guarding Moving Parts & Chains & Belts		Fire Extinguisher
	Fused Electrical Disconnect for Ride	N/A	Hydraulic System		Smoke Detectors
	Lighting Equipment Wiring & Secured	N/A	Hoses		Emergency Lighting
N/A	Support Structures	N/A	Pistons		Ride Clearance
	Bracing	N/A	Air Compressors	N/A	Wires
N/A	Sweeps	N/A	Safety Valve	N/A	Trees
N/A	Hitches	N/A	Tanks		Egress
N/A	Ears	N/A	Lubrication		Steps
N/A	Shoring	N/A	Upholstery		Ramps
N/A	Leveling	N/A	Seat Conditions		Platforms
N/A	Blocking	N/A	Safety Restrainer's		Fences
	Structure	N/A	Lap Bar		Warning Signs
	Fire Resistant	N/A	Seat Belts		Signs
N/A	Axles	N/A	Tubs		First Aid
N/A	Shafting	N/A	Numbers		Heights
N/A	Wheels	N/A	Fiber Glass		Midway Electrical Cable Protection
N/A	Pivots	N/A	Holes		Proper Operating Procedures when Observed
N/A	Gears	N/A	Cracks		

REMARKS:

Keep Blower hose straight not Kinked.

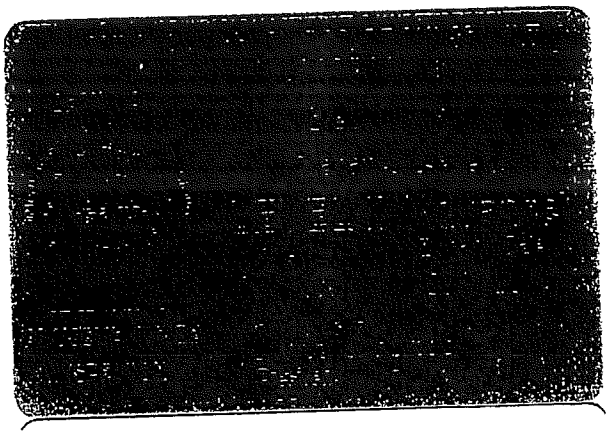
OK to operate

Signature of Inspector	Date 3-29-12
Printed Name and Title of Inspector and Company	Brent Ottaway Naarso Level II

City of Wichita

Amusement Ride Inspection Verification Certificate
This Amusement Ride Certificate of Inspection has been verified for completeness on the date indicated.

Signature J.P. Cox Date 5-1-12



NATIONAL ASSOCIATION OF AMUSEMENT RIDE SAFETY OFFICIALS

NAARSO

2012

Brent Ottaway
Ottaway Amusements
Derby, KS

1518
Member No.

Leonard Cavalier
Executive Director

Amusement Ride Safety Inspection Report

Owner Information

Owner Name	Jesse Zogleman Enterprises
Date of Inspection	3-29-12
Business Name	Jesse Zogleman Enterprises
Phone	316-993-6532
Address	2825 Wild Rose Court
City	Wichita
State	Ks
Zip	67205

Ride Information

Ride Name	obstacle sec 1
Ride Description (Ex: Metal Roller Coaster, Carousel, Etc)	Inflate
Manufacture Date	2007
Manufacturer	Bouncing Angels
Serial No. or Architect No.	2007 U1
Capacity	4 at a time
RPM	N/A
Date of Last NDT Test(S) Attach Copy of Test Reports	N/A

Satisfactory - Leave Blank | UnSatisfactory - XX | Does Not Apply - NA

Explain orders below under REMARKS

	Operation's Manual	N/A	Pins		Edges
	Daily Inspection Log	N/A	Correct Grade of Bolts		Free of Hazardous Projections
	Operator Training Program		Fasteners, Safety Clips, R-Keys & Etc	N/A	Safety Stops
	Manufacturers Data Plate		Wire Rope Guys	N/A	Emergency Stop Switch
N/A	Condition of Generator	N/A	Suspension	N/A	Remote Stop Switch
	Grounds	N/A	Drive	N/A	Anti-Rollback Devices
	Electrical Circuit Grounding	N/A	Sheaves	N/A	Brakes
N/A	Midway Electrical Boxes	N/A	Retaining Devices	N/A	Condition of Gasoline & Diesel Engine
	Breakers	N/A	Single Point Suspension	N/A	Fuel Storage
	Fuses	N/A	Guarding Moving Parts & Chains & Belts		Fire Extinguisher
	Fused Electrical Disconnect for Ride	N/A	Hydraulic System		Smoke Detectors
	Lighting Equipment Wiring & Secured	N/A	Hoses		Emergency Lighting
N/A	Support Structures	N/A	Pistons		Ride Clearance
	Bracing	N/A	Air Compressors	N/A	Wires
N/A	Sweeps	N/A	Safety Valve	N/A	Trees
N/A	Hitches	N/A	Tanks		Egress
N/A	Ears	N/A	Lubrication		Steps
N/A	Shoring	N/A	Upholstery		Ramps
N/A	Leveling	N/A	Seat Conditions		Platforms
N/A	Blocking	N/A	Safety Restrainer's		Fences
	Structure	N/A	Lap Bar		Warning Signs
	Fire Resistant	N/A	Seat Belts		Signs
N/A	Axles	N/A	Tubs		First Aid
N/A	Shafting	N/A	Numbers		Heights
N/A	Wheels	N/A	Fiber Glass		Midway Electrical Cable Protection
N/A	Pivots	N/A	Holes		Proper Operating Procedures when Observed
N/A	Gears	N/A	Cracks		

REMARKS:

Keep Blower hose straight not kinked

OK to operate

Signature of Inspector: Brent Ottaway

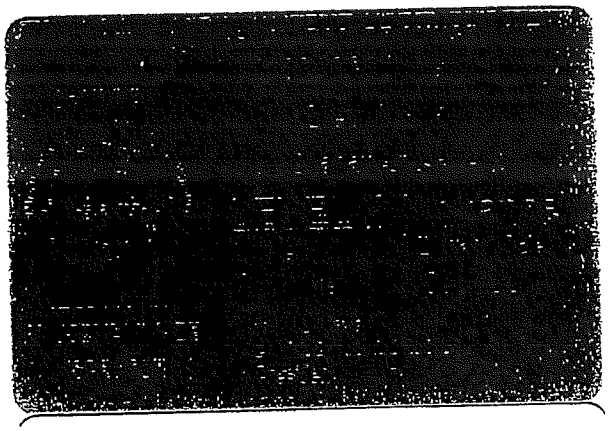
Date: 3-29-12

Printed Name and Title of Inspector and Company: Brent Ottaway Naarso Level II

City of Wichita

Amusement Ride Inspection Verification Certificate
This Amusement Ride Certificate of Inspection has been verified for completeness on the date indicated.

Signature _____ Date 5-1-12



NAARSO

2012

Brent Ottaway
Ottaway Amusements
Derby, KS

1518
Member No.

Leonard Cavalier
Executive Director

Amusement Ride Safety Inspection Report

Owner Information

Owner Name	Jesse Zogleman Enterprises
Date of Inspection	3-29-12
Business Name	Jesse Zogleman Enterprises
Phone	316-993-6532
Address	2825 Wild Rose Court
City	Wichita
State	Ks
Zip	67205

Ride Information

Ride Name	Bungee
Ride Description (Ex: Metal Roller Coaster, Carousel, Etc)	Inflate
Manufacturer	Bounce R us inc.
Manufacture Date	2005
Serial No. or Architect No.	2005 BR
Capacity	4 at a time
RPM	N/A
Date of Last NDT Test(s) Attach Copy of Test Reports	N/A

Satisfactory - Leave Blank | UnSatisfactory - XX (Explain orders below under REMARKS) | Does Not Apply - NA

	Operation's Manual	N/A	Pins		Edges
	Daily Inspection Log	N/A	Correct Grade of Bolts		Free of Hazardous Projections
	Operator Training Program		Fasteners, Safety Clips, R-Keys & Etc	N/A	Safety Stops
	Manufacturers Data Plate		Wire Rope Guys	N/A	Emergency Stop Switch
N/A	Condition of Generator	N/A	Suspension	N/A	Remote Stop Switch
	Grounds	N/A	Drive	N/A	Anti-Rollback Devices
	Electrical Circuit Grounding	N/A	Sheaves	N/A	Brakes
N/A	Midway Electrical Boxes	N/A	Retaining Devices	N/A	Condition of Gasoline & Diesel Engine
	Breakers	N/A	Single Point Suspension	N/A	Fuel Storage
	Fuses	N/A	Guarding Moving Parts & Chains & Belts		Fire Extinguisher
	Fused Electrical Disconnect for Ride	N/A	Hydraulic System		Smoke Detectors
	Lighting Equipment Wiring & Secured	N/A	Hoses		Emergency Lighting
N/A	Support Structures	N/A	Pistons		Ride Clearance
	Bracing	N/A	Air Compressors	N/A	Wires
N/A	Sweeps	N/A	Safety Valve	N/A	Trees
N/A	Hitches	N/A	Tanks		Egress
N/A	Ears	N/A	Lubrication		Steps
N/A	Shoring	N/A	Upholstery		Ramps
N/A	Leveling	N/A	Seat Conditions		Platforms
N/A	Blocking	N/A	Safety Restrainer's		Fences
	Structure	N/A	Lap Bar		Warning Signs
	Fire Resistant	N/A	Seat Belts		Signs
N/A	Axles	N/A	Tubs		First Aid
N/A	Shafting	N/A	Numbers		Heights
N/A	Wheels	N/A	Fiber Glass		Midway Electrical Cable Protection
N/A	Pivots	N/A	Holes		Proper Operating Procedures when Observed
N/A	Gears	N/A	Cracks		

REMARKS: Repair vests as needed

OK to Operate

Signature of Inspector: [signature]

Date: 3-29-12

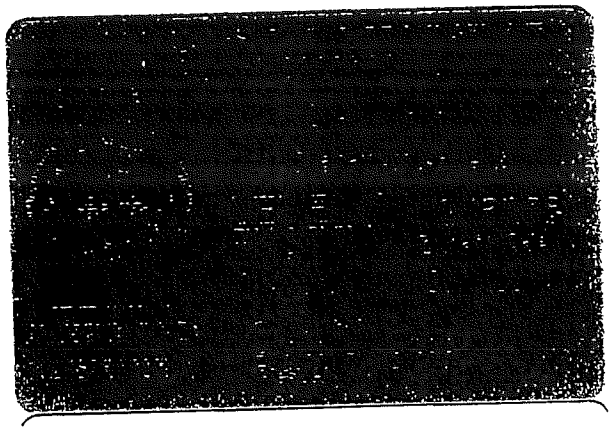
Printed Name and Title of Inspector and Company: Brent Ottaway Naarso Level II

City of Wichita

Amusement Ride Inspection Verification Certificate

Amusement Ride Certificate of Inspection has been verified for completeness on the date indicated.

[signature] Date 5-1-12



NAARSO

2012

Brent Ottaway
Ottaway Amusements
Derby, KS

1518
Member No.

Leonard Cavalier
Executive Director

Amusement Ride Safety Inspection Report

Owner Information

Owner Name	Jesse Zogleman Enterprises
Date of Inspection	3-29-12
Business Name	Jesse Zogleman Enterprises
Phone	316-993-6532
Address	2825 Wild Rose Court
City	Wichita
State	Ks
Zip	67205

Ride Information

Ride Name	Castle Combo
Ride Description (Ex: Metal Roller Coaster, Carousel, Etc)	Inflate
Manufacture Date	2008
Manufacturer	Bouncing Angels
Serial No. or Architect No.	2008 PBCC
Capacity	8 at a time
RPM	N/A
Date of Last NDT Test(S) Attach Copy of Test Reports	N/A

Satisfactory - Leave Blank | UnSatisfactory - XX | Does Not Apply - NA

Explain orders below under REMARKS

	Operation's Manual	N/A	Pins		Edges
	Daily Inspection Log	N/A	Correct Grade of Bolts		Free of Hazardous Projections
	Operator Training Program		Fasteners, Safety Clips, R-Keys & Etc	N/A	Safety Stops
	Manufacturers Data Plate		Wire Rope Guys	N/A	Emergency Stop Switch
N/A	Condition of Generator	N/A	Suspension	N/A	Remote Stop Switch
	Grounds	N/A	Drive	N/A	Anti-Rollback Devices
	Electrical Circuit Grounding	N/A	Sheaves	N/A	Brakes
N/A	Midway Electrical Boxes	N/A	Retaining Devices	N/A	Condition of Gasoline & Diesel Engine
	Breakers	N/A	Single Point Suspension	N/A	Fuel Storage
	Fuses	N/A	Guarding Moving Parts & Chains & Belts		Fire Extinguisher
	Fused Electrical Disconnect for Ride	N/A	Hydraulic System		Smoke Detectors
	Lighting Equipment Wiring & Secured	N/A	Hoses		Emergency Lighting
N/A	Support Structures	N/A	Pistons		Ride Clearance
	Bracing	N/A	Air Compressors	N/A	Wires
N/A	Sweeps	N/A	Safety Valve	N/A	Trees
N/A	Hitches	N/A	Tanks		Egress
N/A	Ears	N/A	Lubrication		Steps
N/A	Shoring	N/A	Upholstery		Ramps
N/A	Leveling	N/A	Seat Conditions		Platforms
N/A	Blocking	N/A	Safety Restrainer's		Fences
	Structure	N/A	Lap Bar		Warning Signs
	Fire Resistant	N/A	Seat Belts		Signs
N/A	Axles	N/A	Tube		First Aid
N/A	Shafting	N/A	Numbers		Heights
N/A	Wheels	N/A	Fiber Glass		Midway Electrical Cable Protection
N/A	Pivots	N/A	Holes		Proper Operating Procedures when Observed
N/A	Gears	N/A	Cracks		

REMARKS:

OK to Operate

Date: 3-29-12

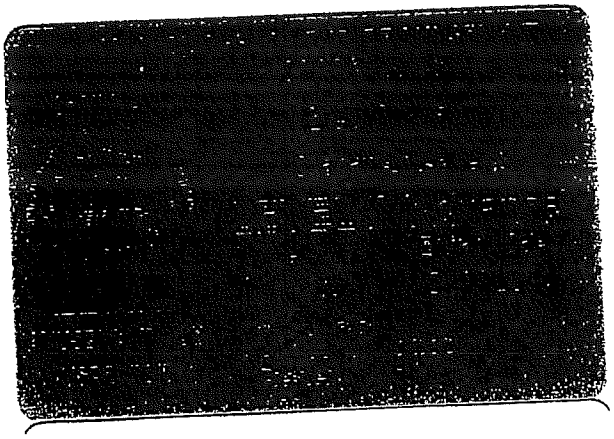
Signature of Inspector: [signature]

Printed Name and Title of Inspector and Company: Brent Ottaway Naarso Level II

City of Wichita

Amusement Ride Inspection Verification Certificate: This Amusement Ride Certificate of Inspection has been verified for completeness on the date indicated.

Signature: [signature] Date: 5-1-12



2012

Brent Ottaway
Ottaway Amusements
Derby, KS

1518
Member No.

Leonard Cavalier
Executive Director

Amusement Ride Safety Inspection Report

Owner Information

Owner Name	Jesse Zogleman Enterprises
Date of Inspection	3-29-12
Business Name	Jesse Zogleman Enterprises
Phone	316-993-6532
Address	2825 Wild Rose Court
City	Wichita
State	Ks
Zip	67205

Ride Information

Ride Name	Slide
Ride Description (Ex: Metal Roller Coaster, Carousel, Etc)	Inflate
Manufacturer	Bouncing Angel
Manufacture Date	2007
Serial No. or Architect No.	55001/200755BA
Capacity	5 at a time
RPM	N/A
Date of Last NDT Test(s) Attach Copy of Test Reports	N/A

Satisfactory - Leave Blank | UnSatisfactory - XX (Explain orders below under REMARKS) | Does Not Apply - NA

	Operation's Manual	N/A	Pins		Edges
	Daily Inspection Log	N/A	Correct Grade of Bolts		Free of Hazardous Projections
	Operator Training Program		Fasteners, Safety Clips, R-Keys & Etc	N/A	Safety Stops
	Manufacturers Data Plate		Wire Rope Guys	N/A	Emergency Stop Switch
N/A	Condition of Generator	N/A	Suspension	N/A	Remote Stop Switch
	Grounds	N/A	Drive	N/A	Anti-Rollback Devices
	Electrical Circuit Grounding	N/A	Sheaves	N/A	Brakes
N/A	Midway Electrical Boxes	N/A	Retaining Devices	N/A	Condition of Gasoline & Diesel Engine
	Breakers	N/A	Single Point Suspension	N/A	Fuel Storage
	Fuses	N/A	Guarding Moving Parts & Chains & Belts		Fire Extinguisher
	Fused Electrical Disconnect for Ride	N/A	Hydraulic System		Smoke Detectors
	Lighting Equipment Wiring & Secured	N/A	Hoses		Emergency Lighting
N/A	Support Structures	N/A	Pistons		Ride Clearance
	Bracing	N/A	Air Compressors	N/A	Wires
N/A	Sweeps	N/A	Safety Valve	N/A	Trees
N/A	Hitches	N/A	Tanks		Egress
N/A	Ears	N/A	Lubrication		Steps
N/A	Shoring	N/A	Upholstery		Ramps
N/A	Leveling	N/A	Seat Conditions		Platforms
N/A	Blocking	N/A	Safety Restrainer's		Fences
	Structure	N/A	Lap Bar		Warning Signs
	Fire Resistant	N/A	Seat Belts		Signs
N/A	Axles	N/A	Tube		First Aid
N/A	Shafting	N/A	Numbers		Heights
N/A	Wheels	N/A	Fiber Glass		Midway Electrical Cable Protection
N/A	Pivots	N/A	Holes		Proper Operating Procedures when Observed
N/A	Gears	N/A	Cracks		

REMARKS:

Keep watch on repair at top of slide.

Ok to Operate

Date: 3-29-12

Signature of Inspector: [signature]

Printed Name and Title of Inspector and Company: Brent Ottaway Nearso Level II

City of Wichita

Amusement Ride Inspection Verification Certificate

This Amusement Ride Certificate of Inspection has been verified compliances on the date indicated.

Signature [signature] Date 5-1-12

NATIONAL ASSOCIATION OF AMUSEMENT RIDE SAFETY OFFICIALS

NAARSO

2012

Brent Ottaway
Ottaway Amusements
Derby, KS

1518
Member No.

Leonard Cavalier
Executive Director

Amusement Ride Safety Inspection Report

Owner Information

Owner Name	Jesse Zogleman Enterprises
Date of Inspection	3-29-12
Business Name	Jesse Zogleman Enterprises
Phone	316-993-6532
Address	2825 Wild Rose Court
City	Wichita
State	Ks
Zip	67205

Ride Information

Ride Name	Jumping Jungle cat in the Hat
Ride Description (Ex: Metal Roller Coaster, Carousel, Etc)	Inflate
Manufacturer	Ninja Jump
Manufacture Date	2005
Serial No. or Architect No.	A5J001
Capacity	4 at a time
RPM	N/A
Date of Last NDT Test(s) Attach Copy of Test Reports	N/A

Satisfactory - Leave Blank | UnSatisfactory - XX Explain orders below under REMARKS | Does Not Apply - NA

	Operation's Manual	N/A	Pins		Edges
	Daily Inspection Log	N/A	Correct Grade of Bolts		Free of Hazardous Projections
	Operator Training Program		Fasteners, Safety Clips, R-Keys & Etc	N/A	Safety Stops
	Manufacturers Data Plate		Wire Rope Guys	N/A	Emergency Stop Switch
N/A	Condition of Generator	N/A	Suspension	N/A	Remote Stop Switch
	Grounds	N/A	Drive	N/A	Anti-Rollback Devices
	Electrical Circuit Grounding	N/A	Sheaves	N/A	Brakes
N/A	Midway Electrical Boxes	N/A	Retaining Devices	N/A	Condition of Gasoline & Diesel Engine
	Breakers	N/A	Single Point Suspension	N/A	Fuel Storage
	Fuses	N/A	Guarding Moving Parts & Chains & Belts		Fire Extinguisher
	Fused Electrical Disconnect for Ride	N/A	Hydraulic System		Smoke Detectors
	Lighting Equipment Wiring & Secured	N/A	Hoses		Emergency Lighting
N/A	Support Structures	N/A	Pistons		Ride Clearance
	Bracing	N/A	Air Compressors	N/A	Wires
N/A	Sweeps	N/A	Safety Valve	N/A	Trees
N/A	Hitches	N/A	Tanks		Egress
N/A	Ears	N/A	Lubrication		Steps
N/A	Shoring	N/A	Upholstery		Ramps
N/A	Leveling	N/A	Seat Conditions		Platforms
N/A	Blocking	N/A	Safety Restrainer's		Fences
	Structure	N/A	Lap Bar		Warning Signs
	Fire Resistant	N/A	Seat Belts		Signs
N/A	Axles	N/A	Tubs		First Aid
N/A	Shafting	N/A	Numbers		Heights
N/A	Wheels	N/A	Fiber Glass		Midway Electrical Cable Protection
N/A	Pivots	N/A	Holes		Proper Operating Procedures when Observed
N/A	Gears	N/A	Cracks		

REMARKS:

watch Seam rip on entry
Keep Blower tube Straight not Kinked.

OK to operate

Date: 3-29-12

Signature of Inspector: [signature]

Printed Name and Title of Inspector and Company: Brent Ottaway Naarso Level II

City of Wichita

Amusement Ride Inspection Verification Certificate
This Amusement Ride Certificate of Inspection has been verified complete as on the date indicated.

Signature [signature] Date 5-1-12

NAARSO

2012

Brent Ottaway
Ottaway Amusements
Derby, KS

1518
Member No.

Leonard Cavalier
Executive Director

Amusement Ride Safety Inspection Report

DATE OF INSPECTION: 3-29-12

Owner Information

OWNER NAME: Jesse Zogleman Enterprises
PHONE: 316-993-6532
BUSINESS NAME: Jesse Zogleman Enterprises
ADDRESS: 2825 Wild Rose Court
CITY: Wichita
STATE: Ks
ZIP: 67205

Ride Information

RIDE NAME: Train
RIDE DESCRIPTION (EX: METAL ROLLER COASTER, CAROUSEL, ETC): Inflate
MANUFACTURER: Jumping Angels
MANUFACTURE DATE: 2004
SERIAL NO. OR ARCHITECT NO.: BR/04
CAPACITY: 8 at a time
RPM: N/A
DATE OF LAST NDT TEST(S) ATTACH COPY OF TEST REPORTS: N/A

Satisfactory - Leave Blank | UnSatisfactory - XX Explain orders below under REMARKS | Does Not Apply - NA

	Operation's Manual	N/A	Pins		Edges
	Daily Inspection Log	N/A	Correct Grade of Bolts		Free of Hazardous Projections
	Operator Training Program		Fasteners, Safety Clips, R-Keys & Etc	N/A	Safety Stops
	Manufacturers Data Plate		Wire Rope Guys	N/A	Emergency Stop Switch
N/A	Condition of Generator	N/A	Suspension	N/A	Remote Stop Switch
	Grounds	N/A	Drive	N/A	Anti-Rollback Devices
	Electrical Circuit Grounding	N/A	Sheaves	N/A	Brakes
N/A	Midway Electrical Boxes	N/A	Retaining Devices	N/A	Condition of Gasoline & Diesel Engine
	Breakers	N/A	Single Point Suspension	N/A	Fuel Storage
	Fuses	N/A	Guarding Moving Parts & Chains & Belts		Fire Extinguisher
	Fused Electrical Disconnect for Ride	N/A	Hydraulic System		Smoke Detectors
	Lighting Equipment Wiring & Secured	N/A	Hoses		Emergency Lighting
N/A	Support Structures	N/A	Pistons		Ride Clearance
	Bracing	N/A	Air Compressors	N/A	Wires
N/A	Sweeps	N/A	Safety Valve	N/A	Trees
N/A	Hitches	N/A	Tanks		Egress
N/A	Ears	N/A	Lubrication		Steps
N/A	Shoring	N/A	Upholstery		Ramps
N/A	Leveling	N/A	Seat Conditions		Platforms
N/A	Blocking	N/A	Safety Restrainer's		Fences
	Structure	N/A	Lap Bar		Warning Signs
	Fire Resistant	N/A	Seat Belts		Signs
N/A	Axles	N/A	Tube		First Aid
N/A	Shafting	N/A	Numbers		Heights
N/A	Wheels	N/A	Fiber Glass		Midway Electrical Cable Protection
N/A	Pivots	N/A	Holes		Proper Operating Procedures when Observed
N/A	Gears	N/A	Cracks		

REMARKS:
Keep Blower tube Straight not Kinked.

OK to operate

DATE: 3-29-12

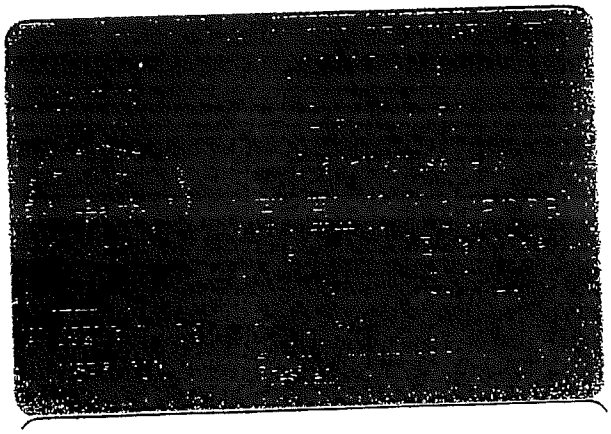
SIGNATURE OF INSPECTOR: [signature]

PRINTED NAME AND TITLE OF INSPECTOR AND COMPANY: Brent Ottaway NAARSO Level II

CITY OF WICHITA

AMUSEMENT RIDE INSPECTION VERIFICATION CERTIFICATE
This Amusement Ride Certificate of Inspection has been verified completeness on the date indicated.

Signature [signature] Date 3-29-12



NAARSO

2012

Brent Ottaway
Ottaway Amusements
Derby, KS

1518
Member No.

Leonard Cavalier
Executive Director

CITY OF WICHITA

COPY

May 9, 2012

Jesse, Zogleman Enterprises
3811 S. West St.
Wichita, KS 67213

RE: Amusement Ride Application Denial

Dear Mr. Zogleman:

This letter is advise you, after review of your application by the Wichita Police Department, Office of Central Inspection and the City's legal department, that pursuant to Section 3.20.023(d) and Section 3.20.095(e) of the Code of the City of Wichita your license application is being denied.

OCI staff reviewed Community Event Applications submitted by Heart spring, Inc. and SMG Management Companies which listed Jesse Fogelman Enterprises and/or Moonwalks for Fun, Inc. as the company providing the inflatable rides for scheduled community events. At least one of these applications was filed prior to your first application for a license.

Wichita Police Department records reflect that Individuals from both Heart spring and SMG Management Companies indicated to detectives that they had spoken with you directly regarding the rentals and that you represented that you were an owner of Moonwalks for Fun, Inc. and/or Pure Entertainment. At the time of these transactions, neither Moonwalks for Fun, Inc. Pure Entertainment or Jesse Fogelman Enterprises were licensed to rent or lease portable amusement rides. These actions violate Section 3.20.020.

ATTACHMENT 3

Office of Central Inspection

City Hall • 7th Floor • 455 N. Main • Wichita, Kansas 67202-1600

T 316.268.4460 • F 316.268.4663

CITY OF
WICHITA

Further, the application which you submitted appears to have been submitted "on behalf" of Moonwalks for Fun, Inc.

Based on review of Secretary of State documents, you are currently the registered agent for Moonwalks for Fun. The Articles of Incorporation list you as a Director for Moonwalks for Fun, Inc. OCI's review of ride inspection information indicated that of the rides you sought to license, only three had not been previously licensed by Moonwalks for Fun, Inc.

Lastly, during the investigation, both Heartspring and SMG Management Companies representatives indicated that you represented that you represented "Moonwalks for Fun." Pursuant to Section 3.20.090(5)(e), an application cannot be approved which was submitted "on behalf" of Moonwalks For Fun, Inc., for a period of two years from the date of the revocation of Moon Walks For Fun, Inc.

Based on the review of your application and the recommendations of staff, your application has been denied.

If you wish to appeal the denial, an appeal may be taken pursuant to Section 3.20.095 . You have seven (7) business days to file an appeal with the City Clerk.

Very truly yours,

Ricky Stubbs
Co-Assistant Director of Central Inspection

SLD/sr

Office of Central Inspection

City Hall • 7th Floor • 455 N. Main • Wichita, Kansas 67202-1600

T 316.268.4460 • **F** 316.268.4663

#33229

RECEIVED
LICENSE
MAR 19 2012

7/27/2011

CITY OF WICHITA

COMMUNITY EVENT APPLICATION
and Temporary Entertainment District Application

Applications and applicable fees must be submitted to:
Division of Arts & Cultural Services | 225 W. Douglas | Wichita, KS 67202
(W) 316-303-8630 (F) 316-858-7960 csclark@wichita.gov

Completion of a Community Event Application is required when the following conditions apply:
The City of Wichita defines a Community Event as follows:

- Outdoor event on public and/or private property
- Attendance in excess of 100 persons on public property and/or 250 persons on private or park property. *Excludes invitation only events taking place on private property.*
- Involves a particular purpose and time.
- **If Alcoholic Liquor or Cereal Malt Beverage is to be served or sold at an event, all portions of this application necessary to either establish a Temporary Entertainment District (for alcoholic liquor) or to obtain written City Council approval (for CMB) MUST be completed.**

Any or all conditions below may apply to a Community Event: Some conditions may require a separate permit, which might include City Council approval. The Community Event Ordinance 3.11, Municipal Codes and Licensing applications can be accessed from www.wichita.gov under the Business tab or by request to the Community Event Coordinator.

General Information:
The City of Wichita may refuse any application received less than 45 days before the event or lacking requested information. Applications received less than 30 days, but more than 10 business days prior to the proposed event will be assessed additional fees. **NO application will be accepted LESS THAN 10 business days prior to the proposed event.** Any information required by the application must be complete upon submittal. Incomplete applications may be denied. When received, an application is subject to approval of all departments involved and will be required to provide the following:

- Application filing fee ($25 - non refundable) made payable to City of Wichita.
- Certificate of Liability Insurance naming the City of Wichita as additionally insured.
- Site plan defining placement of alcohol point of sale, barricade locations, exit location, portables, trash, signage, etc.
- Street closure request defining traffic flow.
- Security requirements including hiring of certified law enforcement officers.
- Vendor list including contact person and contact information.

Application Date: 12 March 2012

Event Title: Heartspring's CARE walk

Event Date(s)/Time: April 14 2012 9:00am - 1.00pm

Event Address for Permit: 2700 E 29th St N. Wichita KS 67226

7/27/2011

CITY OF WICHITA

Property *(Circle all that apply):* **PUBLIC** **PARK** **PRIVATE**

Event Promoter Name: Bethany Lippe

Address: 8700 E 29th St N Wichita KS 67226

Phone: (316) 634-8761 **Mobile:** (316) 207-6358

E-mail: blippe@heartspring.org

Will Alcoholic Liquor or CMB be sold and/or served? (*Circle one*): **YES** *or* **NO**

Onsite Alcohol Supervisor Name: _____

Address: _____

Phone: (____) _____ **Mobile:** (____) _____

E-mail: _____

Type of Event – (*Circle all that apply*)

Animal Exhibition **Carnival** **Circus** **Concert** **Dance** **Fireworks** **Live Entertainment** **Parade**
Temporary Amusement Rides **Walk/Run/Marathon** **Street Closure**
Other _____

Attendance: *(circle one)* **Public** *or* **Private/Invitation Only**

Estimated Attendance: 2,000

Number of participants in previous years: 1,800
(If applicable)

7/27/2011

CITY OF WICHITA

Will admission be charged? $5
(If yes, what amount?)

Is this event a fundraiser? Heartspring
(If yes, for what organization?)

Description of Event:
The Autism Care Walk is a 2-mile walk around the Heartspring campus. The purpose of this event is to raise awareness of Autism within the community. Proceeds for this event go to support the Heartspring Care program

Street Closure Requested *(Circle One)*: (YES) or NO

Date(s)/Time/Location of Street Closures:
4/14/12 9:45am - 10:45am: One westbound lane of E 29th St N, Northbound lane of Penstemon, South/Eastbound lane of E 32nd St N / Cypress

I, Bethany Lippe, the above named applicant, do solemnly swear that I have read the contents of this application and that all information and answers herein contained are completed and true. In addition, I have read and understand all rules and regulations as set out in the Code of the City of Wichita. Furthermore, I hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by the City of Wichita and I have consent to the immediate revocation of my license, by the proper officials, for any violation of such laws, rules, or regulations.

Bethany Lippe — Signature of Event Applicant — Date: 3-12-12

Heartspring Care Walk — Organization/Event

City of Wichita Representative — Date: 3/14/2012

7/27/2011

COMMUNITY EVENT CHECKLIST

and Temporary Entertainment District Checklist

Checklist must accompany Application and applicable fees and mail to:

Division of Arts & Cultural Services | 225 W. Douglas | Wichita, KS 67202
(W) 316-303-8630 (F) 316-858-7960 csclark@wichita.gov

Completion of a Community Event Application is required when the following conditions apply: *The City of Wichita defines a Community Event as follows:*

- Outdoor event on public and/or private property
- Attendance in excess of 100 persons on public property and/or 250 on private or park property. Excludes invitation only events taking place on private property.
- Involves a particular purpose and time.

Approval of all applicable departments is required before permit is issued. The applicant shall be required to provide certified law enforcement officers, portable restrooms, and trash service in adequate number as reasonably determined by the procedures set forth. All vendors must be properly licensed and inspected. The applicant shall also be required to obtain, place and remove signs and barricades to close streets in accordance with requirements of the City. The applicant is responsible for all costs associated with the community event.
The Community Event Ordinance 3.11, Municipal Codes and Licensing applications can be accessible from www.wichita.gov under the Business tab or by request to the Community Event Coordinator.

✓ **1. Certificate of Insurance - Must accompany initial application** – attached
The applicant shall be required to **maintain insurance reasonably acceptable to the City covering all aspects of the event** in a minimum amount of $500,000 public liability insurance and $50,000 property damage insurance, in addition to other insurance as required by law. The insurance policies must include the City of Wichita and its agencies as additional insured.

✓ **2. Site Plan – Must accompany initial application** - attached
A Site Map/Plan and Event Notice **must be attached to application.** The site map/plan shall include: (1) streets requested for closure; (2) entry and exit points of event venue; (3) stage placement; (4) portable restroom locations; (5) trash receptacle locations; and, if applicable, (6) description of signage and barriers defining the area which alcoholic liquor or CMB may be consumed; (7) point of sale of alcoholic beverages; and (8) location of participating establishments.

✓ **3. Security Requirements – Minimum 15 day approval process**
Security requirements shall be determined in coordination with the Wichita Police Department. The applicant will be required to hire certified law enforcement officers in addition to any other security the promoter provides on the event site.

✓ **4. Traffic Flow Plan (Section 3.11.150) – Must accompany initial application**
The plan should include any information that will impact the flow of traffic, such as requested street closures; route for parade, run/walk, or any other request. Does not include events solely on sidewalks or public rights-of-way immediately adjacent to public streets unless alcoholic beverages are to be consumed in these areas. Applicants will be required to disclose the date, street name, location, and time period for approval of requested street closures. Please attach the traffic flow plan as part of the site map/plan. Closure for any major street requires adequate street closure equipment to include signs and barricades and certified law enforcement officers, to be provided by applicant. All affected property owners are required to be notified in writing for intended street closure and a copy of such list is to be included as part of the community event application requirements.
Only temporary street markings are allowed and must be removed immediately upon completion of the event.

✓ **5. Trash Receptacles – Minimum 15 day approval process** - Heart Spring to provide
The number of trash containers **shall be based upon industry standards for sanitation and public convenience** and will include consideration of the type of food and packaging. Requirements will be determined on event criteria and established with contracted vendor. Trash service will include servicing during an event for four hours or more and picking up of all trash and debris during and after the event. Upon completion of the event public property shall be left in the same condition or better than received. Trash containers may be located only in areas approved on site map/plan.

✓ **6. Portable Restrooms – Minimum 15 day approval process** - Heart Spring to provide
The number of portable restrooms **shall be based upon industry standards for sanitation and public convenience.** Requirements will be determined on event criteria and established with contracted vendor. The plan must provide for service during the event if planned for four hours or more. Portable restrooms may be located only in areas approved on site map/plan.

N/A **7. Food Vendors Transient Merchant License (Chapter 3.95) - Minimum 15 day approval process** – all prepackaged
Food vendors must be licensed and inspected through the City of Wichita. **A list of vendors including contact person and contact information must be submitted with the Community Event Application.**

N/A **8. Transient Merchant License (Chapter 3.95) – Minimum 15 day approval process**
Transient Merchants are described as vendors selling wares or food from 7:00 am until midnight. Each vendor is required to complete a separate Transient Merchant application including signature. A copy of current Sales Tax License from the State of Kansas or proof of exempt status must accompany application. **A list of vendors including contact person and contact information must be submitted with the Community Event Application.**

N/A **9. Cereal Malt Beverage and Alcoholic Liquor Licenses (Chapter 4.12, Section 4.16.070(e) and KSA 41-2645 - Minimum 45 day approval process**
The applicant shall be responsible for compliance with CMB and Alcoholic Liquor laws as well as all other laws and ordinances in the conduct of the event. Click on the *"Business"* tab at the top of the Home Page then click on "City of Wichita License Applications" to locate Liquor License and/or CMB license application.

N/A **10. Cereal Malt Beverage and Alcoholic Liquor Consumption Regulations (Title 10) - Minimum 45 day approval process**
The applicant and onsite supervisor (if different) shall be responsible for compliance with all regulations as set forth in Section 3.11.065 of the City Code. **Consumption of CMB or alcoholic liquor on public streets and sidewalks is only allowed when the street is closed to vehicular traffic and with written approval of the City council.**

✓ **11. Tents and Canopies (Chapter 18.36 Ordinance 41-502) - Minimum 5 day approval process** - 30 x 30 canopie from Party Rental
A Permit will be required if the tent meets one of the following: The Tent has sides and is greater than 200 square feet OR is greater than 400square feet.
If a Tent Permit is required , the applicant will be required to appear in person at the Office of Central Inspection located in City Hall on the 7th floor, 455 N Main, Wichita, KS. The following information is required to obtain the permit: (1) the address where the tent will be located; (2) written permission of the property owner; (3) the size of the tent or canopy; (4) dates of erection and duration; (5) onsite contact name and contact information.

N/A **12. Parade (Chapter 3.13.020) – Minimum 10 day approval process**
Parade route diagram and/or site map/plan must be attached to the application showing formation area, starting point and termination point.

✓ **13. Temporary Amusement Ride License (Chapter 3.20) – Minimum 30 day approval process** Inflatables - Moon Walks for Fun
Completed application must include name of approved vendor. A current copy of certificate of inspection for each ride and applicable insurance must be on file with the City of Wichita. Placement of rides must be noted on site map/plan.

N/A **14. Fireworks License – (Chapter 15.0) Minimum 30 day approval process**
Completed application must include a copy of the Firework Operator Certificate. Applicant is required to include a site map/plan of the shooting site, fallout zone, a list of shell sizes and applicable insurance.

N/A **15. Animal Exhibition License (Chapter 3.09) – Minimum 20 day approval process.**
Completed application must include USDA animal documentation, name and address of licensed veterinarian responsible for the care of the animals and proof of liability insurance.

✓ **15. Event Times - (Municipal Code Section 3.11.155)**
Outdoor entertainment may operate 8:00 am until 11:00 pm Sunday through Thursday, 8:00 am until Midnight Friday and Saturday. The applicant shall at all times be responsible for compliance with laws and ordinances regulating the times of events.

✓ **16. Noise Level – (Chapter 7.41)**
The applicant shall be required to ensure that sound levels do not exceed that which is appropriate for the event area and its location and is in compliance with the provisions the code of the City of Wichita. The applicant will respond in a timely and effective manner to requests of the city's representatives concerning the sound level. The WPD or authorized representatives of the City shall have the authority to cancel musical performances or events for substantial or repeated violations.

✓ **17. Miscellaneous**
No excavation shall be made on public property nor objects/promotional items be placed or attached to public property except as expressly approved by permit or license. The applicant shall be required to abide by such other requirements as may be reasonable for the approval of the application.

I have read and understand the above information and regulations and accept them on behalf of the following organization.

Bethany Hippi
Signature of Event Applicant

Date 3/12/12

Heartspring / Cave Walk
Organization/Event

[signature]
City of Wichita Representative

3/14/2012
Date

1. Certificate of Insurance- attached
2. Site Plan-
    a. We are requesting that the following lanes of traffic be closed from 9:30am to 11:00am on April 14th: the northern lane of westbound traffic be closed on E 29th St N from N Cypress to N Penstemonn Street, the eastern lane of northbound traffic on N Penstemonn St from 29th to 32nd streets, and the southern turning to western most lane of traffic E 32nd St N/N Cypress from Penstemonn to E 29th St N.
    b. The entry and exit points will be at the entrance to Heartspring (8700 E 29th St N)
    c. The stage will be place in the NW corner of the Conference Center Parking Lot (Please see attachment)
    d. Restrooms are available in the Conference Center
    e. Trash receptacles will be placed in and near the tent as well as within the Conference Center building
    f. Food will be located in the tent (Please see attachment)
3. Security Requirements- We are requesting to have two Wichita police officers on-hand to assist with traffic control
4. Traffic Flow Plan- The walk will take place on the sidewalks surrounding the Heartspring Campus (please see attached route)
5. There will be four large trash receptacles available in and near the tent, with an additional four receptacles available in the Conference Center
6. Restrooms are available in the Conference Center. There are 5 stalls in the women's restroom. There are 2 stalls and 2 urinals in the men's restroom.
7. Food vendors- There will be no vendors selling food at the event
8. Transient Merchants- We will no vendors at the event
9. N/A
10. N/A
11. Tents and canopies- We will have a 30x30 tent. We will acquire the event permit from the City of Wichita. (please see the attached Site Plan)
12. N/A
13. ~~N/A~~ - moonwalks for Fun
14. N/A
15. N/A
16. Pre-registration and check-in will begin at 9:00. The walk will take place from 10:00 - 11:00. Event resources and entertainment will take place from 11:00 – 1:00.
17. Noise Level- McClelland Sound will be providing the sound system for the event. As per the City of Wichita noise ordinance, sound will be adjusted so that it is not outside of the allowable limit.

Client#: 10784 2HEARINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/05/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis of Greater Kansas, Inc.
245 N. Waco St., Ste. 300
Wichita, KS 67202
316 263-3211

CONTACT NAME: Susan Kempton
PHONE (A/C, No, Ext): 316 263-3211 FAX (A/C, No): 316-263-6995
E-MAIL ADDRESS: susan.kempton@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insuranc	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Heartspring, Inc.
Attn: David Dorf
8700 E. 29th St. N.
Wichita, KS 67226

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PHPK835877	03/01/2012	03/01/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is Additional Insured as respects the 2012 Heartspring CARE Walk on April 14,2012.

This Certificate of Insurance represents coverage currently in effect and may or may not be in compliance with any written contract.

CERTIFICATE HOLDER

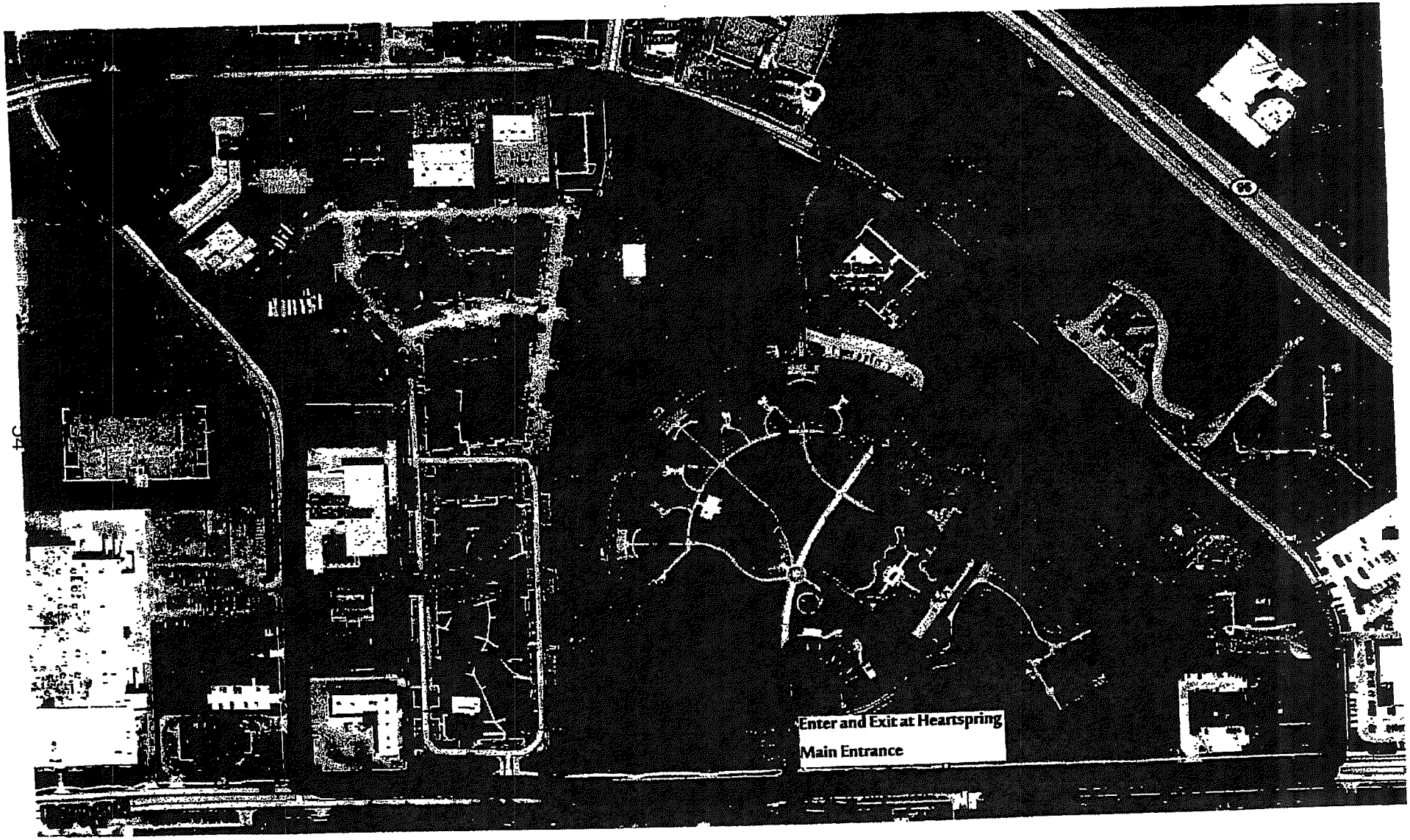
City of Wichita
Division of Arts & Cultural Services
334 N. Mead
Wichita, KS 67202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.


Enter and Exit at Heartspring
Main Entrance

33229

PLEASE REMIT TO:

CELEBRATIONS!
PARTIES • PICNICS • PROMOS • CASINO GAMING • GAMESHOWS
826 N. Santa Fe Wichita, KS 67214
Phone #(316) 264-2637 Fax #(316) 263-7711
TIN #33-1006545

INVOICE

TODAY DATE	INVOICE #
4/4/2012	9583
P.O. NO.	
REP	RICK

BILL TO	
Heartspring Bethany Lippe 8700 E. 29th St. North Wichita, KS 67226	
PHONE	207-6358

DAY OF EVENT	EVENT DATE	TIME	DURATION
Sat	4/14/2012	9:00 am	3 hrs
EVENT LOCATION			
Same			
Customer To Run All Events / Games			

DEPOSIT DUE DATE	7 Days
CELEBRATIONS! To Deliver	Yes
PICKUP By Customer	
RETURN By Customer	

QUA...	DESCRIPTION	RATE	AMOUNT
	Winnie the Pooh Bounce (1)	150.00	150.00
	Wacky Jr. Obstacle Course (2)	425.00	425.00
	Event Set-up & Strike	85.00	85.00
	The number in parenthesis ( ) is the minimum number of volunteers required to run each ride or game.		0.00
	X_____ Please Sign		
	Sales Tax	7.30%	48.18
	The Balance to be paid before Event starts or when Equipment is picked up by Customer.	**Balance**	$708.18

CELEBRATIONS! L.L.C.
826 N Santa Fe St
Wichita, KS. 67214
(316) 264-2637
Fax (316) 263-7711

LEASE CONTRACT AND INDEMNITY AGREEMENT

By this agreement, CELEBRATIONS! L.L.C., referred to in this Lease as "Lessor", located in Wichita, Kansas, agrees to lease to the named party, (see Rental Request form on back), hereinafter referred to as "Lessee", the described rental item(s) and/or service(s) specified on the Rental Request on the following terms and conditions:

The initial term of this lease is specified on the Rental Request, i.e. the Date and Hours to be used. Lessee agrees that rental property will only be in operation during the stated initial term. Lessee agrees that the equipment may be delivered sooner, and/or picked up later, than the stated initial term and agrees to accept responsibility for the equipment, based on the term of this lease, the full time the equipment is at the delivery address.

Lessee agrees that the rental property has been leased for the location specified on the Rental Request and will not be used for any other function, or at any other place. Lessee shall have a representative present at the time of delivery, to direct installation of the rental equipment. If an inflatable must be moved from its original setup origin, Lessee agrees to pay an additional 25% of the original unit cost that is to be moved.

Lessee is responsible for the location suitability for the equipment. Guidelines for all inflatables: Must be relatively flat area - NO GRAVEL, SAND OR ANY OTHER DEBRIS THAT COULD WEAR ON THE BOTTOMS OF THE INFLATABLES IS ALLOWED. Concrete & Asphalt (swept clean) and grass (preferred) is fine. All inflatables must be within 70 ft. of an original power source rated at 110 volt - 20 amps per inflatable (provided by Lessee). Lessor provides extension cords for inflatables only, not carnival games or other units. Be sure you allow enough room for the units, especially the height if used indoors; some are over 20' high. Call ahead if in doubt.

Lessee agrees to return the rental property to Lessor in good repair, condition, and working order, less normal wear. If any damage does occur to the rental property, Lessee agrees to pay, in cash, the actual cash value of such item(s) of property, or the reasonable cost of repair. Lessee also agrees to reimburse Lessor for damages sustained by Lessor for the loss of use of the leased property while the same is being repaired. Lessee agrees inflatable's that become extremely dirty or wet for any reason other than a known storm, are subject to a $65 per unit cleaning and drying charge.

Lessee shall employ and have control, supervision and responsibility over any operators or users of the property, other than the Lessor, its employees, agents or servants and subject to the rights of the Lessor set forth in this agreement. Lessee agrees that an adult will supervise/operate each inflatable.

The Lessee shall and hereby covenants and agrees to indemnify, protect and save Lessor, its officers, agents and employees harmless from and against any and all claims, demands, liabilities and costs, including attorneys fees arising from damages or injury, actual or claimed, of whatsoever kind or character, to property or persons, to the extent such are attributable to the negligent acts, errors, or omissions of Lessee under this Agreement. Upon timely written notice from Lessor, Lessee shall defend Lessor in any act or proceedings brought thereon, provided, however, that nothing contained in this section shall be construed as requiring Lessee to indemnify Lessor for any claim resulting from any negligent, reckless or willful act or omission of Lessor or its respective officers, agents and employees. Lessee is providing attendants and primary insurance for this event.

Lessor will not be held responsible for any delay or failure to perform it's obligations due to any cause beyond its reasonable control including, without limitation, fire, flood, accident, strike, act of God such as rain or high winds, act or omissions of Lessee. If Lessor can not set up on the specified date, due to inclement weather; Lessee may choose to pay for the event in full, select another date within 30 days, subject to availability, or forfeit said deposit.

Deposit & Payment Agreements

Lessee agrees to pay a deposit in advance, specified on the Rental Request, at the time of signing this Lease. Lessee understands that once this contract is signed Lessor will reserve the date and turn down other bookings. For this reason, if Lessee must cancel this agreement, Lessee shall forfeit the entire deposit amount. Lessee shall pay the balance in full at the time of equipment pickup or upon completion of setup if Lessor delivers - BEFORE event starts.

If full payment is not received prior to event start, all listed discounts are void and full invoice amount is due. In addition, a minimum monthly service charge of $25.00 will be assessed for any balance carried forward past event date.

I HAVE READ THIS CONTRACT, AGREE TO & UNDERSTAND THE CONTENT

By: _____ (Print Name) _____ (Signature) _____ (Company / Organization)

Cox, John

From: Bethany Lippe [blippe@heartspring.org]
Sent: Wednesday, April 04, 2012 3:31 PM
To: Cox, John
Subject: FW: Heartspring
Attachments: Heartspring.pdf; They run.doc

J.R.
I have attached the contract with the new company for the CARE Walk event application. Please let me know if there is anything else that you will need from me.

Thank you!

Bethany Lippe
Director of E-Education and Community Involvement | Heartspring

8700 East 29th Street North
Wichita, Kansas 67226

Office 316.634.8761
Fax 316.634.0555

heartspring.org | blippe@heartspring.org

From: Rick Hill [mailto:Rick@partyusa.com]
Sent: Wednesday, April 04, 2012 3:25 PM
To: Bethany Lippe
Cc: George Nelson
Subject: Heartspring

Bethany,

Attached is the Rental request and Contract for your event. Print and sign both pages. Fax them back to 316-263-7711.

Please call if you any questions or concerns.

Thanks,

Rick Hill
Celebrations! Fun Equipment
(316) 264-2637
www.celebrationsfun.com

"It is amazing what you can accomplish if you do not care who gets the credit."
....Harry S Truman

#33286

RECEIVED
LICENSE
APR 06 2012

11/15/2011

RF

CITY OF WICHITA

COMMUNITY EVENT APPLICATION
and Temporary Entertainment District Application

Applications and applicable fees must be submitted to:
Division of Arts & Cultural Services | 225 West Douglas | Wichita, KS 67202
(W) 316-303-8630 (F) 316-858-7960 csclark@wichita.gov

Completion of a Community Event Application is required when the following conditions apply:
The City of Wichita defines a Community Event as follows:

- Outdoor event on public and/or private property
- Attendance in excess of 100 persons on public property and/or 250 persons on private or park property. *Excludes invitation only events taking place on private property.*
- Involves a particular purpose and time.
- **If Alcoholic Liquor or Cereal Malt Beverage is to be served or sold at an event, all portions of this application necessary to either establish a Temporary Entertainment District (for alcoholic liquor) or to obtain written City Council approval (for CMB) MUST be completed.**

Any or all conditions below may apply to a Community Event: Some conditions may require a separate permit, which might include City Council approval. The Community Event Ordinance 3.11, Municipal Codes and Licensing applications can be accessed from www.wichita.gov under the Business tab or by request to the Community Event Coordinator.

General Information:
The City of Wichita may refuse any application received less than 45 days before the event or lacking requested information. Applications received less than 30 days, but more than 10 business days prior to the proposed event will be assessed additional fees. **NO application will be accepted LESS THAN 10 business days prior to the proposed event.** Any information required by the application must be complete upon submittal. Incomplete applications may be denied. When received, an application is subject to approval of all departments involved and will be required to provide the following:

- Application filing fee ($25) made payable to City of Wichita.
- Licensing fee (varies) made payable to the City of Wichita.
- Street closure request ($25.00 *if applicable*) made payable to the City of Wichita.
- Certificate of Liability Insurance naming the City of Wichita as additionally insured.
- Site plan defining the placement of alcohol point of sale, barricade locations, exit location, trash, restrooms, signage, etc.
- Security requirements including hiring of certified law enforcement officers.
- Vendor list including contact person and contact information.

Application Date: 4-1-12

Event Title: Wichita Ribfest

Event Date(s)/Time: May 17-19, 2012 11am-11pm each day

11/15/2011

CITY OF WICHITA

Event Address for Permit: City Lot D, Wichita, Ks

Property *(Circle all that apply)*: (Public) Park Private

Event Promoter Name: SMG

Address: 500 E. Waterman, Wichita, Ks 67202

Phone: (316) 440-9000 Mobile:(____)_____

E-mail: aj.boleski@intrustbankarena.com

Will Alcoholic Liquor or CMB be sold and/or served? *(Circle one)*: (Yes) *or* No

Onsite Alcohol Supervisor Name: Greg Read

Address: 500 E. Waterman, Wichita, Ks 67202

Phone: (316) 440-9000 Mobile: (____)_____

E-mail: greg.read@intrustbankarena.com

Will food be sold and/or served? *(Circle One)*: (Yes) *or* No

Food Coordinator Name: Greg Read

Phone: (316) 440-9000 Mobile: (____)_____

E-mail: greg.read@intrustbankarena.com

11/15/2011

CITY OF WICHITA

Type of Event (*Circle all that apply*):

Animal Exhibition **Carnival** **Circus** **Concert** **Dance** **Fireworks** **Live Entertainment** **Parade**

Temporary Amusement Rides **Walk/Run/Marathon** **Street Closure**

Other Ribfest - BBQ Contest

Attendance *(circle one)*: **Public** *or* **Private/Invitation Only**

Estimated Attendance: 12,500

Number of participants in previous years: N/A
(If applicable)

Will admission be charged? $4 gate admission
(If yes, what amount?)

Is this event a fundraiser? No
(If yes, for what organization?)

Street Closure Requested? *(Circle One)*: **Yes** *or* **No**

Date(s)/Time/Location of Street Closures *(or attached information)*:

May 14th – May 20th, 2012 7am – Midnight
West bound lane of Waterman between Washington and Emporia. Just the north lane (1 lane) closest to the arena. Would like to use golf carts and gators to get to Lot D.

11/15/2011

CITY OF WICHITA

Description, Website and/or Facebook Page of Event *(or attached flier)*:

See attached.

I, AJ Boleski, the above named applicant, do solemnly swear that I have read the contents of this application and that all information and answers herein contained are completed and true. In addition, I have read and understand all rules and regulations as set out in the Code of the City of Wichita. Furthermore, I hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by the City of Wichita and I have consent to the immediate revocation of my license, by the proper officials, for any violation of such laws, rules, or regulations.

Signature of Event Applicant — Date: 4-5-12

SMG / Wichita Ribfest
Organization/Event

City of Wichita Representative — Date: 4/5/2012

3/14/2011

COMMUNITY EVENT CHECKLIST
and Temporary Entertainment District Checklist

Checklist must accompany Application and applicable fees and mail to:
Division of Arts & Cultural Services | 225 W. Douglas | Wichita, KS 67202
(W) 316-303-8630 (F) 316-858-7960 csclark@wichita.gov

Completion of a Community Event Application is required when the following conditions apply: *The City of Wichita defines a Community Event as follows:*

- Outdoor event on public and/or private property
- Attendance in excess of 100 persons on public property and/or 250 on private or park property. Excludes invitation only events taking place on private property.
- Involves a particular purpose and time.

Approval of all applicable departments is required before permit is issued. The applicant shall be required to provide certified law enforcement officers, portable restrooms, and trash service in adequate number as reasonably determined by the procedures set forth. All vendors must be properly licensed and inspected. The applicant shall also be required to obtain, place and remove signs and barricades to close streets in accordance with requirements of the City. The applicant is responsible for all costs associated with the community event.
The Community Event Ordinance 3.11, Municipal Codes and Licensing applications can be accessible from www.wichita.gov under the Business tab or by request to the Community Event Coordinator.

AB ✓ **1. Certificate of Insurance - Must accompany initial application**
The applicant shall be required to **maintain insurance reasonably acceptable to the City covering all aspects of the event** in a minimum amount of $500,000 public liability insurance and $50,000 property damage insurance, in addition to other insurance as required by law. The insurance policies must include the City of Wichita and its agencies as additional insured.

AB ✓ **2. Site Plan – Must accompany initial application**
A Site Map/Plan and Event Notice **must be attached to application.** The site map/plan shall include: (1) streets requested for closure; (2) entry and exit points of event venue; (3) stage placement; (4) portable restroom locations; (5) trash receptacle locations; and, if applicable, (6) description of signage and barriers defining the area which alcoholic liquor or CMB may be consumed; (7) point of sale of alcoholic beverages; and (8) location of participating establishments.

AB ✓ **3. Security Requirements – Minimum 15 day approval process** · Will Coordinate with Sgt. Officer
Security requirements shall be determined in coordination with the Wichita Police Department. The applicant will be required to hire certified law enforcement officers in addition to any other security the promoter provides on the event site.

N/A 4. **Traffic Flow Plan (Section 3.11.150) – Must accompany initial application**
The plan should include any information that will impact the flow of traffic, such as requested street closures; route for parade, run/walk, or any other request. Does not include events solely on sidewalks or public rights-of-way immediately adjacent to public streets unless alcoholic beverages are to be consumed in these areas. Applicants will be required to disclose the date, street name, location, and time period for approval of requested street closures. Please attach the traffic flow plan as part of the site map/plan. Closure for any major street requires adequate street closure equipment to include signs and barricades and certified law enforcement officers, to be provided by applicant. All affected property owners are required to be notified in writing for intended street closure and a copy of such list is to be included as part of the community event application requirements.
Only temporary street markings are allowed and must be removed immediately upon completion of the event.

AD 5. **Trash Receptacles – Minimum 15 day approval process** see attached site map - Wash.....
The number of trash containers **shall be based upon industry standards for sanitation and public convenience** and will include consideration of the type of food and packaging. Requirements will be determined on event criteria and established with contracted vendor. Trash service will include servicing during an event for four hours or more and picking up of all trash and debris during and after the event. Upon completion of the event public property shall be left in the same condition or better than received. Trash containers may be located only in areas approved on site map/plan.

AD 6. **Portable Restrooms – Minimum 15 day approval process** - see attached site map - Waste connections
The number of portable restrooms **shall be based upon industry standards for sanitation and public convenience.** Requirements will be determined on event criteria and established with contracted vendor. The plan must provide for service during the event if planned for four hours or more. Portable restrooms may be located only in areas approved on site map/plan.

AD 7. **Food Vendors Transient Merchant License (Chapter 3.95) - Minimum 15 day approval process** Please see attached.
Food vendors must be licensed and inspected through the City of Wichita. **A list of vendors including contact person and contact information must be submitted with the Community Event Application.** Please see attached.

AD 8. **Transient Merchant License (Chapter 3.95) – Minimum 15 day approval process**
Transient Merchants are described as vendors selling wares or food from 7:00 am until midnight. Each vendor is required to complete a separate Transient Merchant application including signature. A copy of current Sales Tax License from the State of Kansas or proof of exempt status must accompany application. **A list of vendors including contact person and contact information must be submitted with the Community Event Application.**

AB 9. **Cereal Malt Beverage and Alcoholic Liquor Licenses (Chapter 4.12, Section 4.16.070(e) and KSA 41-2645 - Minimum 45 day approval process** Application Process
The applicant shall be responsible for compliance with CMB and Alcoholic Liquor laws as well as all other laws and ordinances in the conduct of the event. Click on the *"Business"* tab at the top of the Home Page then click on "City of Wichita License Applications" to locate Liquor License and/or CMB license application.

AB 10. **Cereal Malt Beverage and Alcoholic Liquor Consumption Regulations (Title 10) - Minimum 45 day approval process** Application Process
The applicant and onsite supervisor (if different) shall be responsible for compliance with all regulations as set forth in Section 3.11.065 of the City Code. **Consumption of CMB or alcoholic liquor on public streets and sidewalks is only allowed when the street is closed to vehicular traffic and with written approval of the City council.**

AB 11. **Tents and Canopies (Chapter 18.36 Ordinance 41-502) - Minimum 5 day approval process** Action Tent - Permits to be attained.
A Permit will be required if the tent meets one of the following: The Tent has sides and is greater than 200 square feet OR is greater than 400square feet.
If a Tent Permit is required , the applicant will be required to appear in person at the Office of Central Inspection located in City Hall on the 7th floor, 455 N Main, Wichita, KS. The following information is required to obtain the permit: (1) the address where the tent will be located; (2) written permission of the property owner; (3) the size of the tent or canopy; (4) dates of erection and duration; (5) onsite contact name and contact information.

N/A 12. **Parade (Chapter 3.13.020) – Minimum 10 day approval process**
Parade route diagram and/or site map/plan must be attached to the application showing formation area, starting point and termination point.

AB 13. **Temporary Amusement Ride License (Chapter 3.20) – Minimum 30 day approval process** Inflatables only - Provided by Pure Entertainment/Jessie Zogelman Enterprises
Completed application must include name of approved vendor. A current copy of certificate of inspection for each ride and applicable insurance must be on file with the City of Wichita. Placement of rides must be noted on site map/plan.

N/A 14. **Fireworks License – (Chapter 15.0) Minimum 30 day approval process**
Completed application must include a copy of the Firework Operator Certificate. Applicant is required to include a site map/plan of the shooting site, fallout zone, a list of shell sizes and applicable insurance.

N/A 15. **Animal Exhibition License (Chapter 3.09) – Minimum 20 day approval process.**
Completed application must include USDA animal documentation, name and address of licensed veterinarian responsible for the care of the animals and proof of liability insurance.

AB ✓ **16. Event Times - (Municipal Code Section 3.11.155)**
Outdoor entertainment may operate 8:00 am until 11:00 pm Sunday through Thursday, 8:00 am until Midnight Friday and Saturday. The applicant shall at all times be responsible for compliance with laws and ordinances regulating the times of events.

AB **17. Noise Level – (Chapter 7.41)**
The applicant shall be required to ensure that sound levels do not exceed that which is appropriate for the event area and its location and is in compliance with the provisions the code of the City of Wichita. The applicant will respond in a timely and effective manner to requests of the city's representatives concerning the sound level. The WPD or authorized representatives of the City shall have the authority to cancel musical performances or events for substantial or repeated violations.

AB **18. Miscellaneous**
No excavation shall be made on public property nor objects/promotional items be placed or attached to public property except as expressly approved by permit or license. The applicant shall be required to abide by such other requirements as may be reasonable for the approval of the application.

I have read and understand the above information and regulations and accept them on behalf of the following organization.

Signature of Event Applicant — Date 4-5-12

SMG / Wichita Ribfest
Organization/Event

City of Wichita Representative — Date 4/5/2012

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
TWO LOGAN SQUARE
PHILADELPHIA, PA 19103
Attn: PHILADELPHIA.CERTS@MARSH.COM

J22735-LIQ2-5-15x-11-12

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Lexington Insurance Company	19437
INSURER C : Zurich American Insurance Co	16535
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SMG @ INTRUST BANK ARENA
500 EAST WATERMAN
WICHITA, KS 67202

COVERAGES

CERTIFICATE NUMBER: CLE-003794084-02 REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			79544602	07/01/2011	07/01/2012	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			7954-46-01 (AOS) 7954-47-55(HI) 7352-83-50 COMP/COLL DED. $1000	07/01/2011 07/01/2011 07/01/2011	07/01/2012 07/01/2012 07/01/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			023815606	07/01/2011	07/01/2012	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$.
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC7913918-18	07/01/2011	07/01/2012	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	LIQUOR LIABILITY			79544602	07/01/2011	07/01/2012	PER LOCATION	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE CITY OF WICHITA, AND SG COUNTY ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE WICHITA RIB FEST MAY 14-21 2012 IN CITY LOT D.

CERTIFICATE HOLDER

CITY OF WICHITA
WICHITA, KS 67202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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PARKING LOT LEASE AGREEMENT

This Parking Lot Lease Agreement ("Lease"), made and entered into this _____day of _____, 2012.

BY AND BETWEEN

City of Wichita, Kansas
455 North Main Street
Wichita, KS 67202

"LESSOR"

AND

SMG
500 East Waterman
Wichita, Kansas 67202

"LESSEE"

WITNESSETH:

That Lessor, in consideration of rents to be paid and the covenants to be observed as herein set forth, and each and every one of them, does hereby lease and rent to Lessee, for the term and under the conditions herein set forth, the premises described as follows, to-wit:

That portion of Lot D, Wichita Transit Addition currently used as a public parking lot and commonly known as 777 East Waterman, Wichita, Kansas.

1. TERM. This lease shall be for a term of days commencing May 14, 2012 through May 21, 2012.

2. RENT. The rent for said premises shall be the sum of One Thousand Five Hundred Dollars and Zero Cents ($1,500.00) to be paid on or before the first day of the lease term. Rent shall be paid to LESSOR at 455 North Main Street, 13th Floor, Wichita, Kansas 67202, Attention: Property Management.

3. USE OF THE PREMISES. It is expressly agreed by the parties hereto that Lessee may use the premises for an event open to the public commonly known as Ribfest. Said use shall include the placement of tents and other appurtenances to support an outside public event. LESSEE will not use the site for any other purpose without the consent of LESSOR. Lessee expressly recognizes that the premises are publicly owned and that the Lessor desires that the premises be used in such a manner that gives the appearance of impartiality in political campaigns and on public issues; as such the Lessee will not use the premises for any partisan or political activity or for any overt public activities that takes a position on policy issues before the City and its agencies. Lessee shall not use or occupy the premises for any unlawful, disreputable, or ultrahazardous business purpose or activity nor operate or conduct its activities in a manner constituting a nuisance of any kind.

4. LESSOR'S COVENANTS. It is agreed by the parties hereto that it shall be the duty and obligation of the Lessor herein:

a) To deliver the premises to the Lessee, at commencement of the term of this lease, in "as is" condition.
b) To permit Lessee to use the premises for the use described above.
c) That if the Lessee's Covenants are met as herein provided, Lessee shall have the right to the quiet and peaceful possession of said premises for the full term of this lease.

5. LESSEE'S COVENANTS. In consideration of the foregoing, the Lessee hereby agrees:

a) To promptly pay the rents for the premises in the manner and at the time as herein provided.

b) To keep the premises neat, clean, safe and sanitary during the term of this lease; to return the premises in a neat, clean, safe and sanitary condition at the end of the term of this Lease; and to observe and comply with all regulations governing said premises made by any proper governing agency as to cleanliness, all without cost or expense to Lessor.

c) To indemnify the Lessor herein and save it harmless from and against all liability, penalties, damages, expenses and judgments arising from injury or damage to persons or property of any nature, in said premises, or arising from materials or supplies which lessee uses or maintains in the premises, or arising out of Lessee's operation of a business or occasioned by any act or acts, omissions of either Lessee or Lessee's agents or servants except to the extent those injuries occur as a result of Lessor or Lessor's agents; and to this end, to carry public liability insurance on the premises during the term hereof, covering both LESSOR and LESSEE, with companies licensed to do business in the State of Kansas for limits of not less than $500,000 for injury or death of any one person, $500,000 for any one occurrence, $500,000 property damage insurance, and contractual liability coverage recognizing this lease, and providing that LESSOR and LESSEE shall be given a minimum of thirty (30) days written notice by such insurance company prior to cancellation, termination or change in such insurance. LESSEE also agrees to carry insurance against fire and other such risks as are included in standard Extended Coverage Insurance, for the full insurable value, covering all of LESSEE's personal property located on or within the premises. LESSEE shall also carry insurance for fire and extended coverage, vandalism, malicious mischief or other endorsements deemed advisable by LESSEE, and with such deductibles as are reasonable. LESSEE shall, upon request by LESSOR, provide LESSOR with copies of all policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof. LESSEE shall also provide and keep in force other insurance in amounts that may from time to time be reasonably required by LESSOR against other insurable hazards as are commonly insured against for the type of business or activity that LESSEE will conduct on the premises.

d) To execute and comply promptly with all statutes, ordinances, rules, orders, regulations, and requirements of any governmental entity regulating the premises. As part of the event, LESSEE will apply for and operate an alcohol catering license on the premise and tickets will be sold for said event.

6. MUTUAL WAIVERS OF SUBROGATION. Each party hereby waives any and all claims against the other party for loss of or damage to its property in, on, or about the premises occurring during the term of this Lease, if, but only if, and only to the extent that, such loss or damage is covered by and recoverable under valid and collectible insurance carried by the waiving party.

7. IMPROVEMENTS. Lessee shall make no material changes or alteration in said premises. In all events, Lessee shall not create or cause any liens against said premises.

8. DESTRUCTION. In the event of the destruction of the premises this Lease shall immediately terminate and the parties shall have no further obligations to each other.

9. NONDISCRIMINATION. Lessee agrees to comply with the requirements of City of Wichita Administrative Regulation #23, Nondiscrimination and Equal Opportunity Statement, which is marked Exhibit "A" hereto and incorporated herein.

10. TERMINATION. The Lessor may terminate this Lease immediately for breach of the covenants and provisions of the lease by Lessee. At the expiration of this Lease, or upon the termination of this Lease at any other time, Lessee agrees to give and surrender peaceable possession of the premises to Lessor, in as good a condition as when received at the commencement of the Lease term, natural wear and tear or damage by the elements excepted.

11. ASSIGNMENT AND SUBLEASE. It is agreed that this lease shall not be assigned by the Lessee without the prior written consent of the Lessor, nor shall this lease, or any interest therein or thereunto be sold or assigned.

12. COUNTERPARTS. This Lease may be executed in one or more counterparts each of which shall constitute an original and all of which together shall constitute but one and the same instrument binding on all the parties hereto.

Entered into by and between the parties for themselves, their successors, administrators and assigns, on the day and year above written.

LESSOR:
CITY OF WICHITA

By Catherine P Holdeman for
Robert Layton, City Manager

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

LESSEE:
SMG

1-26-12
A.J. Boleski, General Manager

For Immediate Release
April 5, 2012

Contact:
Sarah Haertl, SMG Director of Sales and Marketing, INTRUST Bank Arena, 316-440-9013, sarah.haertl@intrustbankarena.com

WICHITA RIBFEST NATIONAL RIB VENDORS ANNOUNCED

(Wichita, Kan.) – SMG Wichita announced the participating national rib vendors for the three-day Ribfest event May 17-19. Ribbers include Cowboy's Barbecue & Rib Co., Texas Thunder, Chicago BBQ Company, Uncle Bub's BBQ, Johnson's BBQ, and Porky Chicks BBQ.

The six rib vendors will sell their barbecue all three days of the Ribfest and will compete against each other for awards in a variety of different categories, including "Best in Show" and "People's Choice."

Wichita Ribfest is located in Lot D at 777 E. Waterman. Event admission is $4 per person, with children 12 and under admitted for free. Hours for the event are 11 a.m. – 11 p.m. Thursday through Saturday. Courtesy of Go Wichita, admission will be half-price from 11 a.m. to 2 p.m. Thursday and Friday. Guests wearing a 2012 Riverfest button receive free admission. Admission allows entrance into Wichita Ribfest and includes entertainment. Ribs, barbecue and other food items and beverages are available for purchase. The event also features the House of Schwan beer garden and a children's play area. Some activities will require an additional fee.

Additional sponsors for Wichita Ribfest include the Wichita Downtown Development Corp. and ServiceMaster Clean-In-A-Wink.

The entertainment lineup for Saturday has been announced and includes former American Idol contestant Casey James, Mexican musician and singer Kareem Lopez and local groups Conjunto Anonimo, Poultry 'N Motion and Pretty Ugly. Entertainment for the remaining days of the festival will be announced at a later date.

INTRUST Bank Arena is also hosting the Hank Williams, Jr. concert May 19. Guests with tickets to the concert will receive reduced admission to Ribfest. For additional information on Wichita Ribfest, visit www.intrustbankarena.com or www.facebook.com/wichitaribfest.

RIB VENDOR BIOS:

COWBOY'S BARBECUE & RIB CO. – TEXAS

Whether you select Cowboys BBQ Original Sauce or their Rio Grand Rub, you will be coming back for more. Owner Dallas Greene hasn't won over 40 rib awards by accident. The excellence comes in the preparation and the years of experience in serving hundreds of thousands hungry rib fans makes Cowboys BBQ a can't miss stop.

TEXAS THUNDER – TEXAS

Since Joey Sutphen took over his family-owned Texas barbeque business that was founded more than 60 years ago, he's taken the family's BBQ recipe to hundreds of rib events throughout the country. Texas Thunder boasts as an award winner many times and even served its barbeque at the White House to former President George Bush and his guests.

CHICAGO BBQ COMPANY – ILLINOIS

Smokin' the best racks of ribs and sauces guaranteed to satisfy any rib lover, Chicago BBQ Company is always talkin' ribs. Always perfecting they're grilling and serving up tender, smoky ribs and collecting prize after prize for their hard work and satisfying flavors.

UNCLE BUB'S BBQ – ILLINOIS

Uncle Bub's Hickory Smoked BBQ was born in 1997 in Westmont, Illinois. Their passion is authentic, pit-smoked Barbeque. BBQ competitions are a weekend way of life in the mid-south and southern United States. Using these contests as a development tool, Uncle Bub's BBQ Team currently measures smoke and swine against the finest barbeque craftsmen in the country. Barbeque pitmasters have always agreed on one thing...you can't rush the final product.

JOHNSON'S BBQ – VIRGINIA

In operation since 1984, award-winning baby back ribs are the cornerstone of Dan Johnson's menu. His Famous Bar-B-Que Sauce is the reason for the numerous 1st Place awards at rib competitions across the United States along with France and Germany.

PORKY CHICKS BBQ - ARKANSAS

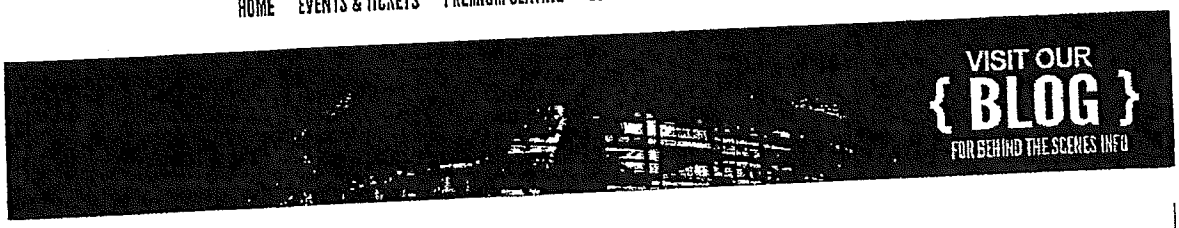
The pride of Arkansas! Porky Chicks BBQ serves up lip smackin' vittles that are a barbeque lover's dream. The finest top notch sauce covers their ribs and make for a truly unbelievable food experience. This is BBQ at its finest. Porky Chicks has the best in BBQ ribs that are cooked slowly to assure tenderness finished off on the grill.

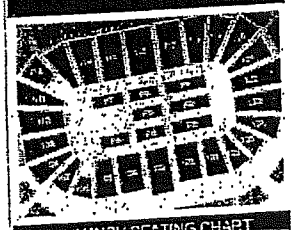
###

About INTRUST Bank Arena: INTRUST Bank Arena, Wichita's premier entertainment venue, is located in downtown Wichita. The Arena can seat more than 15,000 guests and hosts a variety of events including professional and collegiate sports, concerts, family shows and corporate functions. INTRUST Bank Arena is owned by Sedgwick County Government, and managed by SMG, the world leader in venue management, marketing and development.

About SMG: Since 1977, SMG has provided management services to more than 220 public assembly facilities worldwide, including arenas, stadiums, theatres and performing arts centers, equestrian facilities, convention, congress and exhibition centers, science centers and a variety of other venues. Across the globe, SMG manages more than 11 million square feet (1.1 million square meters) of exhibition space and over 1.5 million arena and theatre seats. As the recognized global industry leader, SMG provides venue management, sales, marketing, event booking and programming, construction and design consulting, and pre-opening services. SMG also offers food and beverage operations through its concessions and catering company SAVOR, currently serving more than 100 accounts worldwide. For more information, visit www.smgworld.com.

INTRUST Bank Arena





« back

WICHITA RIBFEST

May 17, 2012 to May 19, 2012

Event:
Thursday, May 17 - 11:00 a.m. to 11:00 p.m
Friday, May 18 - 11:00 a.m. to 11:00 p.m
Saturday, May 19 - 11:00 a.m. to 11:00 p.m.

Location:
City Lot D - 777 E. Waterman

Gate Admission: *Advance tickets are not required*
$4 per person
Children 12 and under are free
1/2 price admission Thursday & Friday 11 a.m. - 2 p.m.
Free admission with a Wichita Riverfestival button

www.facebook.com/wichitaribfest

Ribfest Cookers:

Cowboy's Barbecue & Rib Co.
Whether you select Cowboys BBQ Original Sauce or their Rio Grand Rub, you will be coming back for more. Owner Dallas Greene hasn't won over 40 rib awards by accident. The excellence comes in the preparation and the years of experience in serving hundreds of thousands hungry rib fans makes Cowboys BBQ a can't miss stop.

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Porky Chicks BBQ
The pride of Arkansas! Porky Chicks BBQ serves up lip smackin' vittles that are a barbeque lover's dream. The finest top notch sauce covers their ribs and make for a truly unbelievable food experience. This is BBQ at its finest. Porky Chicks has the best in BBQ ribs that are cooked slowly to assure tenderness finished off on the grill.

Entertainment:

Thursday - Sponsored by FOX Kansas and MyTV Wichita
Full schedule coming soon

Friday - Sponsored by Clear Channel Radio
Full schedule coming soon

Saturday - Sponsored by Journal Broadcast Group

12:00 p.m. - 1:00 p.m.: Poultry 'N Motion
2:00 p.m. - 3:00 p.m.: Pretty Ugly
4:00 p.m. - 5:00 p.m.: Casey James
7:00 p.m. - 7:45 p.m.: Cojunto Anonimo
8:00 p.m. - 9:00 p.m.: Kareem Lopez

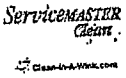
Riblet Fest:
Ribfest will include a kid's area featuring activities and entertainment for kids of all ages. More information coming soon.

Sponsorship & Marketing Opportunities:
We are currently seeking sponsors for the Wichita Ribfest – become a part of our family-friendly community event today. For pricing and sponsorship opportunities, please contact Sarah Haertl at sarah.haertl@intrustbankarena.com.

Vendor / Exhibitor Opportunities:
We are currently accepting applications for vendors and exhibitors, including, but not limited to, food or beverage vendors, retail merchants and artists. For pricing and to apply, please contact Sarah Haertl at sarah.haertl@intrustbankarena.com. We are not accepting applications for additional rib vendors.

Music Bookings:
Bands or entertainers interested in playing at the Wichita Ribfest can send the following information to info@intrustbankarena.com for consideration: website, promotional links (Facebook, YouTube), performance schedule at local venues (if applicable), and pricing.

Sponsors:



ANNOUNCEMENTS WICHITA RIBFEST SATURDAY ENTERTAINMENT LINE-UP ANNOUNCED...{READ MORE}

About INTRUST Bank Arena

About SMG

About Wichita

Booking

Community nvolvement

Employment Opportunities

Founding Partners

Media Information

News & Updates

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Protest and Safety Zones

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Sponsorship Opportunities

Text Club Terms & Conditions

Staff

Designed & Developed by

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FOUNDING PARTNERS

loading

Clark, Connie

From: Tenille Matzek [tenille.matzek@intrustbankarena.com]
Sent: Thursday, April 05, 2012 1:59 PM
To: Clark, Connie
Subject: Ribbers Info

Here are the Ribbers Info:

Porky Chicks BBQ	Mark Grant	479-871-1913
Cowboy's BBQ	Dallas Green	817-320-2702
Johnson's BBQ	Dan Johnson	757-560-7954
Chicago BBQ	Nikki Haggerty	650-251-3673
Uncle Bub's BBQ	Mark Link	630-493-9000
Texas Thunder	Tim Dennis	630-484-7730

Tenille Matzek | Event Manager
INTRUST Bank Arena - an SMG managed facility
500 E. Waterman, Wichita, KS 67202 | {direct} 316.440.9018 | {cell} 316.305.6869 | {fax} 316.440.9199
tenille.matzek@intrustbankarena.com
intrustbankarena.com | Facebook | Twitter

Please consider the environment before printing this email

Angela Daniels

From: Amy Veal
Sent: Thursday, April 05, 2012 11:20 AM
To: Angela Daniels
Subject: Vendors

Food Vendor List

Angela,
Here is the list:
Papa Johns Pizza-Allen Kohlhagen at 316-519-7274
Pat's Concessions-Pat Hatcher at 936-697-6545
The Nut Place-Mike Lacy at 620-245-4373
Amy

Amy Veal
Food and Beverage Office Manager

SAVOR . . . Wichita
at INTRUST Bank Arena

amy.veal@intrustbankarena.com

www.savorsmg.com
www.intrustbankarena.com
Please consider the environment before printing this email

Angela Daniels

From: Sarah Haertl
Sent: Thursday, April 05, 2012 11:11 AM
To: Angela Daniels
Subject: Potential Vendors

Merchandise Vendors

Wichita Public Library
Stephanie Huff
831-6042

ServiceMaster
Tom Plamann
685-2325

Girls Scouts of Kansas
Laura Baxter
lbaxter@gskh.org

Joseph & Hollander LLC
Carlee Rusk
262-9393

Sarah Haertl | Director of Sales and Marketing
INTRUST Bank Arena - an SMG managed facility
500 E. Waterman, Wichita, KS 67202 | {direct} 316.440.9013 | {fax} 316.440.9199
sarah.haertl@intrustbankarena.com
intrustbankarena.com | Facebook | Twitter

Please consider the environment before printing this email

Enter
Portalets
ATM
Exit
First Aid
Turnstile
Ticket Booth
Vendors 10x20
Beverage 20x20
Dining Tent 100x80
Food Vendors 20x20
Savor Court 40x40 (Food, Bev, Picnic Tables)
RIBBERS 6-40X40
Trash
Kids Vendors 3 - 10x10 33'
KIDS AREA - 133' 6 Inflatables
Beer
Portalets
VIP TENT 60X40
Stage 32x22.5x4
Beverage 20x20

Bethany Lippe

From: moonwalks.jesse@gmail.com on behalf of Jesse Zogleman [jessez@moonwalksforfun.com]
Sent: Tuesday, February 28, 2012 12:00 PM
To: Bethany Lippe
Subject: Reservation Made

Thanks for making a reservation with the best company in the Entertainment Industry, we will call you a few days before event to go over set up and take down details.

Tell Mr. Perry we said HI :-)

Moonwalks for Fun, Inc.
--
Wanna Play, Party, Eat & Bounce? Bring the Family to Pure or have a Date Night!

ATTACHMENT ¢

Bethany Lippe

From: jessez@moonwalksforfun.com
Sent: Tuesday, February 28, 2012 8:59 AM
To: Bethany Lippe
Subject: Customer Receipt - Moonwalks for Fun

Thank you for your order. We will confirm your reservation with you as soon as possible.

Please contact us with any additional questions or concerns.

Date : 28 Feb 2012 - 09:58
Order ID : 9332450

Payment by Credit card

AJ Boleski

From: AJ Boleski
Sent: Wednesday, April 18, 2012 12:54 PM
To: AJ Boleski
Cc: Jesse Zogleman
Subject: Re: Pure Entertainment / Wichita Ribfest

Jesse, do you have time on Thur or fri to get together and finalize this? AJ

On Apr 13, 2012, at 10:31 PM, "AJ Boleski" <aj.boleski@intrustbankarena.com> wrote:

Jesse,

Following up on this to see if we can get this firmed up. I believe during our last conversation you had expressed concern about covering the costs of your labor. Based on that, we would propose that SMG guarantee the $3,000 in labor to Pure Entertainment. Thus, in the event that net proceeds after taxes do not exceed $3,000, SMG would pay the difference between actual net proceeds and the $3,000 to Pure Entertainment. After net proceeds equal $3,000, the following net proceeds would be split 65% to Pure Entertainment and 35% to SMG.

Please let me know if this proposal works for you, so that we can move forward on advertising. Thanks,

A.J. Boleski | General Manager
INTRUST Bank Arena - an SMG managed facility
500 E. Waterman, Wichita, KS 67202 | {direct} 316.440.9015 | {fax} 316.440.9199
aj.boleski@intrustbankarena.com
intrustbankarena.com | Facebook | Twitter

<image001.gif>

From: AJ Boleski
Sent: Thursday, April 05, 2012 6:22 PM
To: 'Jesse Zogleman'
Cc: AJ Boleski
Subject: RE: Pure Entertainment / Wichita Ribfest

Jesse,

Thanks for the quick reply and the information provided below.

Based on your numbers, I propose that Pure Entertainment retain the first $3,000 after sales tax to offset hard labor costs. After Pure Entertainment earns net proceeds of $3,000, then for every dollar after, 35% would go to SMG and 65% to Pure Entertainment, thus reducing your amount of risk.

Let me know if that is a reasonable solution.

A.J. Boleski | General Manager
INTRUST Bank Arena - an SMG managed facility
500 E. Waterman, Wichita, KS 67202 | {direct} 316.440.9015 | {fax} 316.440.9199

aj.boleski@intrustbankarena.com
intrustbankarena.com | Facebook | Twitter

<image001.gif>

From: moonwalks.jesse@gmail.com [mailto:moonwalks.jesse@gmail.com] **On Behalf Of** Jesse Zogleman
Sent: Thursday, April 05, 2012 1:58 PM
To: AJ Boleski
Subject: Re: Pure Entertainment / Wichita Ribfest

Hey Mr. A.J

Here is a break down of our rental cost and labor per this event and the return we'll have to receive just to cover all cost from our side:

Inflatable: (8 total attractions)

- Obstacle Course (2) large and small
- Huge 22' Slide
- Combo Moonwalk w/ Slide (2)
- Theme Moonwalk
- Bungee Attraction
- Jousting Attraction

Total Cost per Day (rental) $3950.00 x 3 days = $11850.00
Discounted package: $7900.00 Rate for multiple days

Labor: we'll need 11 staffers each day for Attractions & Check In Area
Per day Labor Cost: $165.00 an hour (15.00 an hour per employee x 11)
Total Cost to cover labor: $3135.00

Just to cover cost per Discount Rental Rate and Labor we'll need a total: 1576 paid guest at $7.00 (split)

Total Entertainment Package: $14985.00 plus tax

What's your thoughts? I'm willing to work out a program for you, do you think we'll have enough traffic to cover the cost? Lets talk further.

Jesse Zogleman

On Wed, Apr 4, 2012 at 8:10 PM, AJ Boleski <aj.boleski@intrustbankarena.com> wrote:

Jesse,

ase find the attached proposal for Pure Entertainment to provide ten (10) inflatables for the ichita Ribfest on May 17-19, 2012. We will meet you at 9am tomorrow at City Parking Lot D o discuss. The lot is located at 777 E. Waterman just 2 blocks Southeast of the Arena on the East side of the train tracks. We will meet you towards the back of the lot.

You can reach me on my cell at 316-347-9083 if you have trouble finding us. Thanks,

A.J. Boleski | General Manager

INTRUST Bank Arena - an SMG managed facility

500 E. Waterman, Wichita, KS 67202 | {direct} 316.440.9015 | {fax} 316.440.9199

aj.boleski@intrustbankarena.com

intrustbankarena.com | Facebook | Twitter

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Wanna Play, Party, Eat & Bounce? Bring the Family to Pure or have a Date Night!

Date: April 4, 2012

To: Jesse Zogleman, President
Pure Entertainment

From: A.J. Boleski, General Manager
SMG/INTRUST Bank Arena

Subject: Wichita Ribfest 2012 --- Setup & Pricing Proposal

The following is the proposal for Pure Entertainment to operate ten (10) inflatables at the Wichita Ribfest, which is being produced by SMG in the City of Wichita parking lot at 777 E. Waterman.

Ribfest event admission is $4 for adults and free to kids 12 & Under.
Hours of operation are:

Thursday, May 17:	11am to 11pm
Friday, May 18:	11am to 11pm
Saturday, May 19:	11am to 11pm

** Inflatables shall be Moved-In and setup on Thursday, May 17th by 10am*
*** Location – Southeast corner of City Parking Lot D (asphalt) 777 East Waterman*
**** SMG will provide power for inflatables with generator power.*

Inflatables should be priced as a $10 Unlimited Ride Wristband and/or an agreed upon price for individual ride tickets. SMG may have additional kids activities that are free of charge or charge a fee.

Hours of Operation for inflatables shall be:

Thursday, May 17:	5pm to 10pm
Friday, May 18:	5pm to 10pm
Saturday, May 19:	11am to 10pm

Proposed revenue split:

SMG shall receive 30% of gross revenues (after 7.3% sales tax)

- SMG will provide the setup area along with necessary generator power and lighting. SMG will also provide overnight security for the inflatables. SMG shall be responsible for permits required by the City of Wichita related to the production of the Ribfest event, with the exception of permits required for the operation of inflatables.

Pure Entertainment shall receive 70% of gross revenues (after 7.3% sales tax)

- Pure Entertainment will provide delivery, setup, and pickup of no less than ten (10) inflatables and all labor and applicable equipment. Each inflatable shall be staffed during all hours of operation. Pure Entertainment is responsible for all required permits for the operation of inflatables in the City of Wichita and shall make these permits along with a copy of a certificate of liability insurance with no less than one million dollar coverage available to SMG not less than 30 days prior to event. Pure Entertainment shall provide ending daily sales reports to SMG and final payment to SMG by 5pm on May 21st. Pure Entertainment shall be responsible for the signature and completion of all participant waivers.

Incident Report - 12C031813

Report #: 12C031813 WICHITA POLICE DEPT

12C031813

Report Date: 05/07/2012 11:45 Start Date: 09/14/2011 09:00
End Date: 05/07/2012 10:30

Summary: THIS OFFICER RPTS S1/ ENTERING INTO A BUSINESS DEAL WITH O3/ WHILE HIS COMPANY WAS NOT PROPERLY LICENSED BY V1/ . **WRT**

Report Type: Not Applicable

Case Status: 12C031813 3 - OPEN - ACTIVE INV BEING CONDUCTED

Incident Location

Address: 360 S LEXINGTON RD

Intersection:

WICHITA, KS 67218

Beat: 37 - Sub Beat: 61 - Lat: 1684195.35 - Long: 1668228.47

Addl. Info:

Incident Offenses

#1 Original Report 2699 OTHER MISC OFFENSES

Remarks:

MO:

Method: Urban/Business/Industrial/Commercial

Officers Involved

Data Entry Operator VONNIE J FORGIE - WPD - 508 - Original Report

Reporting BRADLEY WISE - WPD - 1262 - Original Report

Approving VONNIE J FORGIE - WPD - 508 - Original Report

Supplemental Reporting BRADLEY WISE - WPD - 1262 - Supp. #2

Approving BRADLEY WISE - WPD - 1262 - Supp. #2

Supplemental Reporting JOAN YUNKER - WPD - 270 - Supp. #3

Approving JOAN YUNKER - WPD - 270 - Supp. #3

Incident People

Suspect **JESSE A ZOGLEMAN**

100398255

Sex: M Race: W DOB: 08/22/1980 Age: 31 Original Report

Address: 2528 W WILD ROSE CT (Date of Info: 04/25/2012)
WICHITA, KS 67205

Home Phone: (316) 993-6532 (Phone Date of Info: 09/09/2010)

Business Phone: (316) 440-4740 (Phone Date of Info: 04/25/2012)

Cell Phone: (316) 993-6532 (Phone Date of Info: 04/25/2012)

Cell Phone: (316) 993-6532 (Phone Date of Info: 03/05/2008)

Cell Phone: (316) 993-6532 (Phone Date of Info: 03/10/2005)

Employment: PURE ENTERTAINMENT, 8545 W IRVING WICHITA, KS Business: (316) 440 - 4740 Date of info:11/07/2009 (Emp. Date of Info: 04/25/2012)

Hgt: 509, Wgt: 185, MEDIUM, HAZEL Eyes, BROWN Hair, MEDIUM Skin (Date of Info: 09/09/2010)

ATTACHMENT 8

Other **DEANNA N FARMER**
Sex: F Race: W DOB: 05/24/1953 Age: 58 Original Report
101850477

Address: 14126 VALLEY HI RD (Date of Info: 06/21/2003)
WICHITA, KS 67235

Home Phone: (316) 721-0164 (Phone Date of Info: 11/10/2004)

Cell Phone: (316) 644-7883 (Phone Date of Info: 06/12/2005)

Employment: GIRL SCOUT CENTER, (Emp. Date of Info: 08/24/2010)

Hgt: 500, Wgt: 110 (Date of Info: 08/24/2010)

Other **KANDI K LAMAR**
Sex: F Race: W DOB: 06/01/1967 Age: 44 Original Report
101842752

Address: 911 N WOODROW (Date of Info: 04/30/2007)
WICHITA, KS 67203

Home Phone: (316) 304-3865 (Phone Date of Info: 01/26/2012)

Business Phone: (316) 267-5111 ext. 127 (Phone Date of Info: 07/22/2003)

Hgt: 507, Wgt: 180 (Date of Info: 01/26/2012)

Incident Businesses

CITY OF WICHITA
240159968

Address: 455 N MAIN
WICHITA, KS 67202

Phone: (316) 337-9200 (Date of Info: 05/17/2007) Original Report **Victim**

GIRL SCOUTS OF KANSAS HEARTLAND
240173426

Address: 360 S LEXINGTON
WICHITA, KS 67218

Phone: (316) 684-6531 (Date of Info: 06/26/2009) Original Report **Other**

Incident Property

Total Value: **$0**

Paperwork (Mail, Photos, Titles, etc)
112326675

Seized property, clothing, etc.

Description: DOCUMENTS

Associated LEA Cases

LEA Case Number:	LEA Case Summary:
12C031813	WPD, Review Status: Assign to Detective, Case Status: OPEN - ACTIVE INV BEING CONDUCTED 05/09/2012, Workgroup: ADM

Assigned To: BRADLEY WISE - WPD - ID #1262

Incident Narrative

Reporting BRADLEY WISE - WPD, ID # 1262 1 05/08/2012 15:17

THIS OFFICER RPTS S1/J ZOGLEMAN ENTERING INTO A BUSINESS DEAL WITH O3/GIRL SCOUTS OF KANSAS WHILE HIS COMPANY WAS NOT PROPERLY LICENSED BY V1/CITY OF WICHITA .
WRT

Incident Narrative

Supplemental Reporting BRADLEY WISE - WPD, ID # 1262 2 05/11/2012 14:13

On May 7, 2012 I was instructed by Lt. Dunbar #1076 to contact the Girl Scouts of Kansas Heartland at 360 Lexington Rd. and check on their event scheduled for June 9th, 2012 at Pure Entertainment. I contacted GSKH Product Sales Manager, Deanna Farmer in her office at 1145 hours, also present was GSKH Accounting Manager, Sonja Morris. I asked Ms. Farmer about their contact with Pure Entertainment and Ms. Farmer stated that they had an event scheduled for June 9th, 2012 at Pure Entertainment that would have the possibility of 334 girls attending.

Ms. Farmer stated that she and GSKH Associate Director of Product Sales, Kandi Lamar, had discussed using Pure Entertainment and were familiar with it just from word of mouth contact with people. Ms. farmer stated that she called Pure Entertainment on September 14, 2011 and talked to Jesse Zogleman about the event. Ms. Farmer stated that Jesse Zogleman represented himself to her as the owner of Pure Entertainment. Ms. Farmer stated that after it was decided to use Pure Entertainment for the event she called and gave Jesse Zogleman a GSKH credit card number and that Jesses then placed a $50.00 deposit on the card. Ms. Farmer stated that no discussion occurred between herself and Jesse about whether or not the deposit would be refundable. Both Ms. Farmer and Ms. Morris stated that it was discussed at GSKH that they would just walk the deposit money and not pursue it. Ms. Farmer stated that she and Ms. Lamar made a trip on April 11, 2012 to Pure Entertainment to finalize the plans for the event. Ms. Farmer stated that she had actually received a phone call at 1030 hours May, 7, 2012 from Jesse Zogleman telling her that he was working hard to get the mess straightened out and to get his license. Ms. Farmer stated that Jesses told her that he had been down to City Hall. Both knew that there was an issue with the license at Pure Entertainment and that they would be looking for a different venue. I told both at that time that I couldn't tell them what to do with their event or who to use as an alternate.

Ms. Farmer provided me copies of e-mails she had received one dated December 14, 2011 from Jesse Zogleman tagged Jessez@moonwalksforfun.com in reference to the girl scout cookie kick off, another dated January 5, 2012 with the same contents and another dated April 25, 2012 from JesseZogleman tagged jessez@moonwalksforfun reference Confirmation with Jesse at Pure Entertainment. Ms. farmer also provided an order invoice from Pure Entertainment tagged j.zogleman@purewichita.com which had an order number of 31523 dated September 27, 2011 which contained their party order for June 9, 2012 and reflected their $50.00 deposit and a balance due of $2041.25. Ms. Farmer also provided a QuickBooks statement reflecting activity on the GSKH credit card used to secure the deposit which reflected the $50.00 payment.

Det. B. Wise #1262
SIB

Incident Narrative

Supplemental Reporting JOAN YUNKER - WPD, ID # 270 **3** **05/18/2012** **08:39**

PROPERTY ENTERED/RCVD ON 5-18-12//JYS0270

322-402
(Rev. 7-2005)

322-402

WICHITA POLICE DEPARTMENT
DEPARTMENTAL RECEIPT

12C 31813

INCIDENT # 12C31813

☒ PHYSICAL EVIDENCE ☐ FOUND PROPERTY ☐ PERSONAL PROPERTY

CASE CLASSIFICATION: 2699 MISC. OFF. DATE: 5/7/12

CASE HEADING: JESSE A. ZOGLEMAN ADDRESS: 2528 WALNUT ST.

OWNER: GIRL SCOUTS OF KANSAS HEARTLAND ADDRESS: 360 LEXINGTON RD

INCIDENT LOCATION: 360 LEXINGTON RD DATE: 5/7/12

(Include All Serial #'s, Model #'s, Tag Information)

DOCUMENTS

1 OF 1

Officer: B. E. WISE #166 Bureau/Watch: S/B Date: 5/17/12

BIN# A921 BIN# BIN# BIN# BIN#

ATTENTION: Custodian of Evidence.... The following articles which were brought in as Physical Evidence owned by _____ _____
(Name) (Address)

May Be
- ☐ Returned to Owner
- ☐ Destroyed
- ☐ Released to Property Unit
- ☐ Attached to Case
- ☐ Attached to Detective File
- ☐ Held
- ☐ Retained for Department Use

Authority _____

Date _____

Custodian of Evidence _____

Destroyed By _____

Witnessed By _____

Evidence in Custody of:

Name	Date	Reason	Items

☒ INITIAL ☐ DELETE
☐ MODIFY ☐ ADD

KANSAS STANDARD OFFENSE REPORT
FRONT PAGE OPEN PUBLIC RECORD

PAGE 1 OF 2

☐ ON VIEW ☒ CITIZEN ☐ DISPATCHED ☐ DICTATED

NAME OF AGENCY: WICHITA POLICE DEPARTMENT
KS AGENCY ORI NUMBER: KS0870300
CASE NUMBER: 12C31813

INCIDENT

DATE OF REPORT (MMDDCCYY)	TIME REPORTED	DATE OFFENSE STARTED (MMDDCCYY)	TIME	DATE OFFENSE ENDED (MMDDCCYY)	TIME
5/7/12	1145	9/14/11	900	5/7/12	1030

EXCEPTIONAL CLEARANCE DATE (MMDDCCYY)
EXCEPTIONAL CLEARANCE: A ☐ DEATH OF OFFENDER B ☐ PROSECUTION DENIED C ☐ EXTRADITION DENIED D ☐ VICTIM REFUSES TO TESTIFY E ☐ JUVENILE-NO CUSTODY N ☐ NOT APPLICABLE

LOCATION OF OFFENSE: 360 LEXINGTON RD
REPORT AREA: 38
ADDITIONAL OFFICER:
CONNECTING CASES: 12C28424

OFFENSE #1

CHAPTER | SECTION | SUB1 | SUB2
☐ ATTEMPTED ☐ COMPLETED ☐ AID / ABET ☐ CONSPIRACY ☐ SOLICITATION
DESCRIPTION

PREMISE: 22 | # OF PREM: 1 | HATE / BIAS: 88 | CAMPUS CODE: — | METHOD OF ENTRY: F ☐ FORCE N ☐ NO FORCE

TYPE OF THEFT: M ☐ COIN MACHINE B ☐ FROM BUILDING A ☐ M V PARTS & ACC. L ☐ SHOPLIFTING P ☐ POCKET-PICKING S ☐ PURSE SNATCHING E ☐ EMBEZZLEMENT T ☐ POSS. STOLEN PROP V ☐ MOTOR VEHICLE F ☐ THEFT FROM M V O ☐ ALL OTHER N ☐ NOT APPLICABLE

TYPE OF FORCE / WEAPON: 11. ☐ FIREARM ☐ AUTO 12. ☐ HANDGUN ☐ AUTO 13. ☐ RIFLE ☐ AUTO 14. ☐ SHOTGUN ☐ AUTO 15. ☐ OTHER FIREARM ☐ AUTO 20 ☐ KNIFE / CUT INSTR. 30 ☐ BLUNT OBJECT 35 ☐ MOTOR VEHICLE 40 ☐ PERSONAL WEAPON 50 ☐ POISON 60 ☐ EXPLOSIVE 65 ☐ FIRE / INCID / DEVICE 70 ☐ DRUGS/ NARCOTICS 85 ☐ ASPHYXIATION 90 ☐ OTHER 95 ☐ UNKNOWN 99 ☒ NONE

OFFENDER SUSPECTED OF USING (SELECT UP TO 3): A ☐ ALCOHOL D ☐ DRUGS / NARC. C ☐ COMPUTER EQUIP. N ☒ NOT APPLICABLE

TYPE OF CRIMINAL ACTIVITY (SELECT UP TO 3): B ☐ BUYING / RECEIVING C ☐ CULT / MANU / PUBL D ☐ DIST / SELLING E ☐ EXPLOIT. CHILDREN O ☐ OPER / PROMOTE / ASSIST P ☐ POSSESS / CONCEAL. T ☐ TRANS / TRANSMIT / IMPORT U ☐ USING / CONSUMING J ☐ JUVENILE GANG G ☐ OTHER GANG N ☒ NO GANG INVOLVEMENT

LOCAL CODE (CLASSIFICATION): 2699

OFFENSE #2

CHAPTER | SECTION | SUB1 | SUB2
☐ ATTEMPTED ☐ COMPLETED ☐ AID / ABET ☐ CONSPIRACY ☐ SOLICITATION
DESCRIPTION

PREMISE | # OF PREM | HATE / BIAS | CAMPUS CODE | METHOD OF ENTRY: F ☐ FORCE N ☐ NO FORCE

TYPE OF THEFT: M ☐ COIN MACHINE B ☐ FROM BUILDING A ☐ M V PARTS & ACC. L ☐ SHOPLIFTING P ☐ POCKET-PICKING S ☐ PURSE SNATCHING E ☐ EMBEZZLEMENT T ☐ POSS. STOLEN PROP V ☐ MOTOR VEHICLE F ☐ THEFT FROM M V O ☐ ALL OTHER N ☐ NOT APPLICABLE

TYPE OF FORCE/ WEAPON: 11. ☐ FIREARM ☐ AUTO 12. ☐ HANDGUN ☐ AUTO 13. ☐ RIFLE ☐ AUTO 14. ☐ SHOTGUN ☐ AUTO 15. ☐ OTHER FIREARM ☐ AUTO 20 ☐ KNIFE / CUT INSTR. 30 ☐ BLUNT OBJECT 35 ☐ MOTOR VEHICLE 40 ☐ PERSONAL WEAPON 50 ☐ POISON 60 ☐ EXPLOSIVE 65 ☐ FIRE / INCID / DEVICE 70 ☐ DRUGS/ NARCOTICS 85 ☐ ASPHYXIATION 90 ☐ OTHER 95 ☐ UNKNOWN 99 ☐ NONE

OFFENDER SUSPECTED OF USING (SELECT UP TO 3): A ☐ ALCOHOL D ☐ DRUGS / NARC. C ☐ COMPUTER EQUIP. N ☐ NOT APPLICABLE

TYPE OF CRIMINAL ACTIVITY (SELECT UP TO 3): B ☐ BUYING / RECEIVING C ☐ CULT / MANU / PUBL. D ☐ DIST / SELLING E ☐ EXPLOIT. CHILDREN O ☐ OPER / PROMOTE / ASSIST P ☐ POSSESS / CONCEAL. T ☐ TRANS / TRANSMIT / IMPORT U ☐ USING / CONSUMING J ☐ JUVENILE GANG G ☐ OTHER GANG N ☐ NO GANG INVOLVEMENT

LOCAL CODE (CLASSIFICATION)

VICTIM #1

TYPE OF VICTIM: I ☐ INDIVIDUAL S ☐ SOCIETY/ PUBLIC R ☐ RELIGIOUS ORGANIZATION O ☐ OTHER B ☐ BUSINESS F ☐ FINANCIAL INSTITUTION G ☐ GOVERNMENT U ☐ UNKNOWN

VICTIM OF OFFENSE NUMBER: 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐

NAME LAST: CITY OF WICHITA | FIRST | MIDDLE

ADDRESS STREET: 455 N. MAIN | CITY: WICHITA | STATE: KS | ZIP: 67202

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES. / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES
4171										

DRIVERS LICENSE NUMBER | DL STATE | E-MAIL ADDRESS | EMPLOYER/SCHOOL

TELEPHONE NUMBER (WORK / SCHOOL) | ADDRESS STREET | CITY | STATE | ZIP

CIRCUM. AGG ASLT/BATTERY (MAX 2) | VICTIMS RELATIONSHIP TO CORRESPONDING SUSPECT NUMBER (INDICATE ALL SUSPECTS) 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. | TYPE OF INJURY (MAX 5) 1. 2. 3. 4. 5.

RD / W/O

NAME LAST: WISE # 1262 | FIRST: B. | MIDDLE: E. | ADDRESS: STREET | CITY | STATE | ZIP

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES/N-RES.	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES
4171										

EMPLOYER/SCHOOL | ADDRESS STREET | CITY | STATE | ZIP | TELEPHONE NUMBER (WORK/SCHOOL)

PROP. DESCRIPTION

TYPE PROPERTY LOSS 1=NONE 2=BURNED 3=COUNTERFEIT/FORGERY 4=DESTROYED/DAMAGED/VANDALIZED 5=RECOVERED 6=SEIZED 7=STOLEN 8=UNKNOWN

TYPE LOSS	PROPERTY/DRUG CODE	DESCRIPTION / SUSPECTED DRUG TYPE	ESTIMATED QUANTITY	FRACTION	TYPE DRUG MEASURE	VALUE	RECOVERY DATE

REPORTING OFFICER	BADGE / ID	DATE	COPIES TO	PROPERTY TOTAL
B.E. WISE	1262	5/7/12	RECS	—

CRIMINAL INVESTIGATION RECORD / NOT AN OPEN PUBLIC RECORD

AGENCY ORI NUMBER	CASE NUMBER	DATE OF REPORT (MMDDCCYY)	PAGE	OF
KS0870300	12C 31813	5/7/12	1	

METHOD OF OPERATION:

INSTRUMENT USED FOR ENTRY: 1 ☐ KEY 2. ☐ PRY TOOL 3 ☐ SAW DRILL 4 ☐ HAMMER 5 ☐ BOLT CUTTER 6 ☐ CHOPPING TOOL 7 ☐ VISE GRIPS 8 ☐ PHYSICAL FORCE 9 ☐ THROWN OBJECT 10 ☐ OTHER 11 ☐ NOT APPLICABLE

POINT OF ENTRY: 9. ☑ NOT APPLICABLE 1. ☐ FRONT 2. ☐ REAR 3. ☐ SIDE 4. ☐ ROOF

POINT OF EXIT: 9. ☑ NOT APPLICABLE 1. ☐ FRONT 2. ☐ REAR 3. ☐ SIDE 4. ☐ ROOF

PREMISE NEIGHBORHOOD: R. ☐ RURAL / FARM / AGRICULTURE S. ☐ SUBURBAN / RESIDENCE B. ☑ URBAN / BUSINESS / COMMERCIAL U. ☐ UNINHABITED

SAFE ENTERED: 1. ☐ YES 2. ☐ NO 3. ☐ ATTEMPTED 4. ☐ REMOVED 5. ☐ PEELED 6. ☐ EXPLODED 7. ☐ COMBINATION KNOWN 9. ☑ NOT APPLICABLE

INCIDENT ACTIVITY: C. ☐ DOMESTIC VIOLENCE CHILDREN PRESENT D. ☐ DOMESTIC VIOLENCE J. ☐ CAR JACKING N. ☑ NOT APPLICABLE

SUSPECT #

NAME LAST	FIRST	MIDDLE
ZOCHMAN	JESSE	A.

ADDRESS STREET	CITY	STATE	ZIP
7528 WILDROSE CT.	WICHITA	KS	67205

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES
993-6532	W	M	N	R	31	8/22/80	5'9	185	BRN	HZL

SOCIAL SECURITY NUMBER	EMPLOYER / SCHOOL	ADDRESS	TELEPHONE NUMBER (WORK/SCHOOL)
513-42-8484	PURE ENTERTAINMENT	8545 IRVING	440-4740

MONIKERS / ALIAS

ADDITIONAL SUSPECT DESCRIPTORS

VEHICLE: ☐ IMPOUNDED ☐ TARGET ☐ STOLEN ☐ EMBEZZLED ☐ RECOVERED ☐ SUSPECT ☐ ASSOCIATED ☐ OTHER ☐ HOLD FOR

MAKE	YEAR	MODEL	COLOR	VEHICLE STYLE

LICENSE NUMBER	YEAR	STATE	VEHICLE IDENTIFICATION NUMBER	OTHER

VICTIM #

NAME LAST	FIRST	MIDDLE
FARMER	DEANNA	N

ADDRESS STREET	CITY	STATE	ZIP
14126 VALLEY VIEW RD.	WICHITA	KS	67235

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES
644-7883	W	F	N	R	58	5/24/53	—	—	—	—

SOCIAL SECURITY NUMBER	EMPLOYER / SCHOOL	ADDRESS	TELEPHONE NUMBER (WORK/SCHOOL)
509-52-0039	GIRL SCOUTS OF AMERICA	360 LEXINGTON	684-6531

MONIKERS / ALIAS

ADDITIONAL SUSPECT DESCRIPTORS

VEHICLE: ☐ IMPOUNDED ☐ TARGET ☐ STOLEN ☐ EMBEZZLED ☐ RECOVERED ☐ SUSPECT ☐ ASSOCIATED ☐ OTHER ☐ HOLD FOR

MAKE	YEAR	MODEL	COLOR	VEHICLE STYLE

LICENSE NUMBER	YEAR	STATE	VEHICLE IDENTIFICATION NUMBER	OTHER

EVIDENCE INFORMATION: ☐ NONE ☐ SUBMITTED ☐ RETAINED BY VICTIM ☐ RETAINED BY OFFICER ☐ RETAINED BY INVESTIGATIVE AGENCY

EVIDENCE OBTAINED: ☐ LATENT PRINTS ☐ WEAPONS / TOOLS ☐ SEXUAL ASSAULT KIT ☐ STAINS ☐ SEMEN ☐ DRUGS ☐ OTHER PRINTS ☐ PHOTOS ☐ HAIR ☐ BLOOD ☐ DOCUMENTS ☐ ALCOHOL ☐ OTHER ____

SSN OF VICTIM: | SSN OF RP/WO

SYNOPSIS: R1 RPTS S1 ENTERING INTO A BUSINESS DEAL WITH O2 WHICH HIS COMPANY WAS NOT PROPERLY LICENSED BY V1 AT ABOVE T/D/C.

NARRATIVE: ON MAY 7, 2012 I CONTACTED O1 WHO ADVISED THAT SHE HAD CONTACTED S1, WHO REPRESENTED HIMSELF AS THE OWNER OF PURE ENTERTAINMENT ON 9/14/11 AND TALKED ABOUT A PROPOSAL FOR AN EVENT FOR O2 TO TAKE PLACE AT PURE ENTERTAINMENT 8545 IRVING ON JUNE 9, 2012 WHICH WAS TO INCLUDE THE USE OF INFLATABLES. A 50.00 DEPOSIT WAS PLACED WITH PURE ENTERTAINMENT VIA CREDIT CARD TO SECURE THE RESERVATION.

SIGNATURE: [signature]

KANSAS OFFENSE REPORT SUPPLEMENTAL NAMES / FRONT PAGE OPEN PUBLIC RECORD

NAME OF AGENCY	AGENCY ORI NUMBER	CASE NUMBER	DATE OF REPORT (MMDDCCYY)	PAGE OF
WICHITA POLICE DEPARTMENT	KS0870300	12C31813	5/7/12	2

VICTIM # 01

TYPE OF VICTIM: I ☐ INDIVIDUAL S ☐ SOCIETY/PUBLIC R ☐ RELIGIOUS ORGANIZATION O ☐ OTHER B ☐ BUSINESS F ☐ FINANCIAL INSTITUTION G ☐ GOVERNMENT U ☐ UNKNOWN

VICTIM OF OFFENSE NUMBER (CHECK): 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐

NAME: LAST GIRL SCOUTS OF KANSAS FIRST HEARTLAND MIDDLE

ADDRESS: STREET 360 LEXINGTON RD CITY WICHITA STATE KS ZIP 67218

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES
684-6531										

DRIVERS LICENSE NUMBER | DL STATE | E-MAIL ADDRESS | EMPLOYER/SCHOOL

TELEPHONE NUMBER (WORK/SCHOOL) | ADDRESS STREET | CITY | STATE | ZIP

CIRCUM. AGG ASLT/BATTERY (MAX 2) | VICTIMS RELATIONSHIP TO CORRESPONDING SUSPECT NUMBER (INDICATE ALL SUSPECTS) 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. | TYPE OF INJURY (MAX 5) 1. 2. 3. 4. 5.

VICTIM # 02

TYPE OF VICTIM: I ☐ INDIVIDUAL S ☐ SOCIETY/PUBLIC R ☐ RELIGIOUS ORGANIZATION O ☐ OTHER B ☐ BUSINESS F ☐ FINANCIAL INSTITUTION G ☐ GOVERNMENT U ☐ UNKNOWN

VICTIM OF OFFENSE NUMBER (CHECK): 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐

NAME: LAST LAMAR FIRST KANDI MIDDLE K

ADDRESS: STREET 911 N. WOODROW CITY WICHITA STATE KS ZIP 67203

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES
304-3865	W	F	N	R		6/1/67	—	—	—	—

DRIVERS LICENSE NUMBER | DL STATE | E-MAIL ADDRESS | EMPLOYER/SCHOOL: GIRL SCOUTS OF KANSAS

TELEPHONE NUMBER (WORK/SCHOOL) | ADDRESS STREET | CITY | STATE | ZIP

CIRCUM. AGG ASLT/BATTERY (MAX 2) | VICTIMS RELATIONSHIP TO CORRESPONDING SUSPECT NUMBER (INDICATE ALL SUSPECTS) 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. | TYPE OF INJURY (MAX 5) 1. 2. 3. 4. 5.

VICTIM #

TYPE OF VICTIM: I ☐ INDIVIDUAL S ☐ SOCIETY/PUBLIC R ☐ RELIGIOUS ORGANIZATION O ☐ OTHER B ☐ BUSINESS F ☐ FINANCIAL INSTITUTION G ☐ GOVERNMENT U ☐ UNKNOWN

VICTIM OF OFFENSE NUMBER (CHECK): 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐

NAME: LAST FIRST MIDDLE

ADDRESS: STREET CITY STATE ZIP

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES

DRIVERS LICENSE NUMBER | DL STATE | E-MAIL ADDRESS | EMPLOYER/SCHOOL

TELEPHONE NUMBER (WORK/SCHOOL) | ADDRESS STREET | CITY | STATE | ZIP

CIRCUM. AGG ASLT/BATTERY (MAX 2) | VICTIMS RELATIONSHIP TO CORRESPONDING SUSPECT NUMBER (INDICATE ALL SUSPECTS) 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. | TYPE OF INJURY (MAX 5) 1. 2. 3. 4. 5.

VICTIM #

TYPE OF VICTIM: I ☐ INDIVIDUAL S ☐ SOCIETY/PUBLIC R ☐ RELIGIOUS ORGANIZATION O ☐ OTHER B ☐ BUSINESS F ☐ FINANCIAL INSTITUTION G ☐ GOVERNMENT U ☐ UNKNOWN

VICTIM OF OFFENSE NUMBER (CHECK): 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐

NAME: LAST FIRST MIDDLE

ADDRESS: STREET CITY STATE ZIP

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES

DRIVERS LICENSE NUMBER | DL STATE | E-MAIL ADDRESS | EMPLOYER/SCHOOL

TELEPHONE NUMBER (WORK/SCHOOL) | ADDRESS STREET | CITY | STATE | ZIP

CIRCUM. AGG ASLT/BATTERY (MAX 2) | VICTIMS RELATIONSHIP TO CORRESPONDING SUSPECT NUMBER (INDICATE ALL SUSPECTS) 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. | TYPE OF INJURY (MAX 5) 1. 2. 3. 4. 5.

REPORTING OFFICER	BADGE / ID	DATE	COPIES TO
B.E. WISE	1261	5/7/12	RECS

CRIMINAL INVESTIGATION RECORD / NOT AN OPEN PUBLIC RECORD

AGENCY ORI NUMBER	CASE NUMBER	DATE OF REPORT (MMDDCCYY)
KS0870300	12C31813	5/7/12

SUSPECT #

NAME LAST	FIRST	MIDDLE

ADDRESS STREET	CITY	STATE	ZIP

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES

SOCIAL SECURITY NUMBER	EMPLOYER/SCHOOL	ADDRESS	TELEPHONE NUMBER (WORK/SCHOOL)

MONIKERS / ALIAS

ADDITIONAL SUSPECT DESCRIPTORS

VEHICLE MAKE	YEAR	MODEL	COLOR	VEHICLE STYLE

LICENSE NUMBER	YEAR	STATE	VEHICLE IDENTIFICATION NUMBER	OTHER

SUSPECT #

NAME LAST	FIRST	MIDDLE

ADDRESS STREET	CITY	STATE	ZIP

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES

SOCIAL SECURITY NUMBER	EMPLOYER/SCHOOL	ADDRESS	TELEPHONE NUMBER (WORK/SCHOOL)

MONIKERS / ALIAS

ADDITIONAL SUSPECT DESCRIPTORS

VEHICLE MAKE	YEAR	MODEL	COLOR	VEHICLE STYLE

LICENSE NUMBER	YEAR	STATE	VEHICLE IDENTIFICATION NUMBER	OTHER

SSN OF VICTIM #	SSN OF VICTIM #	SSN OF VICTIM #
03 514-66-1566		
SSN OF VICTIM #	SSN OF VICTIM #	SSN OF VICTIM #

NARRATIVE:

Incident Report - 12C031752

Report #: 12C031752 WICHITA POLICE DEPT

12C031752

Report Date: 05/07/2012 14:00 Start Date: 04/18/2012 11:00
End Date: 04/18/2012 11:35

Summary: THIS OFFICER RPTS S1/ ENTERING INTO A BUSINESS DEAL WHILE HIS COMPANY WAS NOT PROPERLY LICENSED BY V1/. **WRT**

Report Type: Not Applicable

Case Status: 12C031752 3 - OPEN - ACTIVE INV BEING CONDUCTED

Incident Location

Address: 7326 W BARRINGTON CT

Intersection:

WICHITA, KS 67212

Beat: 19 - Sub Beat: 219 - Lat: 1697937.18 - Long: 1622333.77

Addl. Info:

Incident Offenses

#1 Original Report 2699 OTHER MISC OFFENSES

Remarks:

MO:

Method: Suburban/Residential

Officers Involved

Data Entry Operator VONNIE J FORGIE - WPD - 508 - Original Report

Reporting BRADLEY WISE - WPD - 1262 - Original Report

Approving VONNIE J FORGIE - WPD - 508 - Original Report

Supplemental Reporting BRADLEY WISE - WPD - 1262 - Supp. #2

Approving BRADLEY WISE - WPD - 1262 - Supp. #2

Supplemental Reporting BRADLEY WISE - WPD - 1262 - Supp. #3

Approving BRADLEY WISE - WPD - 1262 - Supp. #3

Data Entry Operator VONNIE J FORGIE - WPD - 508 - Supp. #4

Supplemental Reporting BRADLEY WISE - WPD - 1262 - Supp. #4

Approving VONNIE J FORGIE - WPD - 508 - Supp. #4

Supplemental Reporting JOAN YUNKER - WPD - 270 - Supp. #5

Approving JOAN YUNKER - WPD - 270 - Supp. #5

Incident People

Suspect **JESSE A ZOGLEMAN**

100398255

Sex: M Race: W DOB: 08/22/1980 Age: 31 Original Report

Address: 2528 W WILD ROSE CT (Date of Info: 04/25/2012)
WICHITA, KS 67205

Home Phone: (316) 993-6532 (Phone Date of Info: 09/09/2010)

Business Phone: (316) 440-4740 (Phone Date of Info: 04/25/2012)

Cell Phone: (316) 993-6532 (Phone Date of Info: 04/25/2012)

Cell Phone: (316) 993-6532 (Phone Date of Info: 03/05/2008)

Cell Phone: (316) 993-6532 (Phone Date of Info: 03/10/2005)

Employment: PURE ENTERTAINMENT, 8545 W IRVING WICHITA, KS Business: (316) 440 - 4740 Date of info:11/07/2009 (Emp. Date of Info: 04/25/2012)

Hgt: 509, Wgt: 185, MEDIUM, HAZEL Eyes, BROWN Hair, MEDIUM Skin (Date of Info: 09/09/2010)

Other **PEPPER A SIMS**
Sex: F Race: W DOB: 10/23/1965 Age: 46 Original Report 100173671

Address: 7326 W BARRINGTON CT (Date of Info: 04/19/2002)
WICHITA, KS 67212

Home Phone: (316) 721-9265 (Phone Date of Info: 04/19/2002)

Business Phone: (316) 721-9265 (Phone Date of Info: 11/26/1997)

Employment: HOMEMAKER (Emp. Date of Info: 01/22/2002)

Other **MANDY L CHRISTENSEN**
Sex: F Race: W DOB: 02/19/1978 Age: 34 Supp. #4 100177721

Address: 1158 N BRACKEN (Date of Info: 02/10/2006)
WICHITA, KS 67204

Home Phone: (316) 612-8577 (Phone Date of Info: 02/17/2006)

Business Phone: (316) 722-5666 (Phone Date of Info: 03/03/1998)

Employment: AMARILLO GRILL, 1401 E 11TH HUTCHINSON KS, KS 67501 (Emp. Date of Info: 03/03/1998)

Other **SHELLY L RISHELL**
Sex: F Race: W DOB: 04/28/1972 Age: 40 Supp. #4 100483716

Address: 11246 W CARR CT (Date of Info: 03/21/2007)
WICHITA, KS 67212

Home Phone: (316) 722-4455 (Phone Date of Info: 03/25/2007)

Business Phone: (316) 523-4623 (Phone Date of Info: 11/02/2005)

Cell Phone: (316) 523-4623 (Phone Date of Info: 03/25/2007)

Employment: SPIRIT, 3801 S OLIVER WICHITA, KS 67210 Business: (316) 523 - 3494 Date of info:01/30/2010 (Emp. Date of Info: 03/25/2007)

Hgt: 502, Wgt: 160 (Date of Info: 03/21/2002)

Other **HALEY R BUSCH**
Sex: F Race: W DOB: 10/18/1978 Age: 33 Supp. #4 102894760

Address: 1755 N WESTRIDGE (Date of Info: 05/17/2012)
WICHITA, KS 67203

Business Phone: (316) 962-8703 (Phone Date of Info: 05/17/2012)

Cell Phone: (316) 204-8371 (Phone Date of Info: 05/17/2012)

Other **KASEY R YOUNG**
Sex: M Race: W DOB: 12/25/1981 Age: 30 Supp. #4 100522215

Address: 119 CHAPEL DR (Date of Info: 05/17/2012)
ANDOVER, KS

Home Phone: (316) 682-2668 (Phone Date of Info: 07/11/2002)

Business Phone: (316) 941-9822 (Phone Date of Info: 11/27/2004)

Cell Phone: (316) 253-7074 (Phone Date of Info: 05/17/2012)

Employment: PAC SUN, 7700 E KELLOGG DR WICHITA, KS 67207 Business: (316) 652 - 7419 Date of info:02/25/2009 (Emp. Date of Info: 11/27/2004)

Other **TEDDY J TYNER** 102386411

Sex: M Race: W DOB: 08/21/1978 Age: 33 Supp. #4

Address: 1605 HIGHLAND DR (Date of Info: 11/07/2007)
AUGUSTA, KS 67010

Home Phone: (785) 550-2314 (Phone Date of Info: 11/07/2007)

Employment: GREEN LANTERN CAR WASH, 535 S GREENWICH WICHITA, KS Business: (316) 686 - 1977 Date of info:12/30/2004 (Emp. Date of Info: 01/12/2011)

Hgt: 600, Wgt: 245 (Date of Info: 11/07/2007)

Other **MISTY A HARDING** 100290202

Sex: F Race: W DOB: 05/04/1973 Age: 39 Supp. #4

Address: 215 STEARNS (Date of Info: 05/03/2010)
HAYSVILLE, KS 67060

Home Phone: (316) 529-9100 (Phone Date of Info: 12/20/2008)

Business Phone: (316) 208-8716 (Phone Date of Info: 07/01/2010)

Cell Phone: (316) 734-2066 (Phone Date of Info: 09/30/2009)

Employment: YOUTHVILLE, 4505 E 47TH ST S WICHITA, KS 67210 Business: (316) 529 - 9100 Date of info:09/15/2009 (Emp. Date of Info: 12/20/2008)

Hgt: 505, Wgt: 160 (Date of Info: 07/17/2001)

Incident Businesses

CITY OF WICHITA 240159968

Address: 455 N MAIN
WICHITA, KS 67202

Phone: (316) 337-9200 (Date of Info: 05/17/2007) Original Report **Victim**

Incident Property

Total Value: **$0**

Paperwork (Mail, Photos, Titles, etc) 112326674

Seized property, clothing, etc.

Description: DOCUMENTS

Owner: HARDING, MISTY - 05/04/1973 514922711 - Other - Supp. #4

Associated LEA Cases

LEA Case Number:	LEA Case Summary:
12C031752	WPD, Review Status: Assign to Detective, Case Status: OPEN - ACTIVE INV BEING CONDUCTED 05/09/2012, Workgroup: ADM

Assigned To: BRADLEY WISE - WPD - ID #1262

Incident Narrative

Reporting BRADLEY WISE - WPD, ID # 1262 **1** **05/08/2012** **15:10**

THIS OFFICER RPTS S1/J ZOGLEMAN ENTERING INTO A BUSINESS DEAL WHILE HIS COMPANY WAS NOT PROPERLY LICENSED BY V1/CITY OF WICHITA. **WRT**

Incident Narrative

Supplemental Reporting BRADLEY WISE - WPD, ID # 1262 2 05/10/2012 09:55

On May 7, 2012 at 1400 hrs. I was contacted via telephone by Pepper Sims who stated that she had called Moonwalks For Fun, Inc on April 18, 2012 at 1100 hrs where she talked to Jesse Zogleman who represented himself as an agent for Moonwalks For Fun, Inc. Ms. Sims stated that she was familiar with Zogleman from prior Bishop Carroll Catholic High School functions and knew him to be affiliated with Moonwalks For Fun, Inc.

Ms. Sims stated that she arranged with Zogleman to have an inflatable "Castle/Slide" combo delivered to her residence where it would be set up and then taken down and removed for a party on May 5, 2012. Ms. Sims stated that she had a coupon from the phone book for 15% off of a rental and that Zogleman stated to her "I'll give you the family discount and give you 30% off" when he realized that they had common history from Bishop Carroll High School due to Ms. Sims children having attended high school there. Ms. Sims stated that the total sum for the rental was to be $150.22. Ms. Sims stated that at 1135 hrs she performed the reservation and provided a credit card number to Zogleman. Ms. Sims stated that she did not receive an order number in return. Ms. Sims stated that she asked Zogleman what would happen with the deposit in the event of rain the day of the party and that Zogleman told her that he would put the deposit on the credit card and that if it rained it would be applied to another day.

Ms. Sims stated that she received a call from a female identifying herself as "Brie" or "Bry" on May 3, 2012 telling her that they would not be able to bring the inflatable out. Ms. Sims stated that Bry told her that the City was dragging their feet so their license was not renewed. Ms. Sims stated that she questioned Bry as to when the license expired and that Bry told her that the license had expired on May 1, 2012.

Det. B. Wise #1262
SIB

Incident Narrative

Supplemental Reporting BRADLEY WISE - WPD, ID # 1262 3 05/17/2012 09:27

On May 8, 2012, I received a call from Mandy L. Christensen who advised me that she had booked the Pure Entertainment venue at 8545 w. Irving for May 5th, 2012 for use between the hours of 1245 and 1430 by telephone with Jesse Zogleman and that the use of inflatables was included. Ms. Christensen stated that she had a total bill of $209.00 and that she had paid a deposit for $110.50 on a credit card on-line the same day.

Ms. Christensen stated that on May3 2012, sometime between 1500 and 1600 hours, she received a call from a female confirming the colors for the event. Ms. Christensen stated that later that night at 2102 hours she received a call from a female from Pure Entertainment telling her that they couldn't have the event because of licensing issues. Ms. Christensen stated that she was given three choices concerning her deposit, 1) she could have a party there at a 50% discount without inflatables, 2) 25% off her bill and just wait and book later of 3) a refund. Ms Christensen stated that she chose the refund which had not gone through at that time. Ms. Christensen stated that she had been in Pure Entertainment in February 2012 and over Spring Break in March 2012 for parties and that both times the inflatables were up and being used.

On May 8, 2012, I received a call from Shelly L. Rishell who stated that sometime in mid March 2012 she Googled inflatable places in Wichita. Ms. Rishell stated that she called Moonwalks For Fun through a connection with Pure Entertainment and talked to an unknown male who told her to come on out and take a look at the facility. Ms. Rishell stated that she, her husband Aaron and their child who had Cerebral Palsy went to Pure Entertainment where all of the inflatable rides were operating with children bouncing on them. Ms. Rishell stated that her husband was told he could get on the inflatables and that he did get on and ride.

Ms. Rishell stated that that same day they made a reservation for a "3 in 1 Castle" to be brought out to 9202 W. Nantucket and gave a credit card number to them then for a $75.00 deposit on a $162.00 total bill. Ms. Rishell stated that she checked her credit card record and found that it was never charged. Ms. Rishell stated that on May 4, 2012 at 845 she received a call from a representative from Moonwalks For Fun telling her that they would have to cancel because they had just found out that day that the City didn't renew their license. Ms. Rishell stated that she contacted Party Bounce where a representative told her that they had been contacted by an individual from Pure Entertainment asking them if they could operate under their company name.

On May 8, 2012, I received a call from Haley Busch who stated that on either April 24th or April 26th she e-mailed Moonwalks for Fun and got no response back. Ms. Busch stated that she also called and left a message. Ms. Busch stated that she then received a call from a female identifying herself as "Bry" or "Brie" stating that she couldn't take her information due to computer problems told Haley to call them back the next day. Ms. Busch stated that she called back the next day and that Jesse Zogleman answered the phone but then gave her to Bry to take her information.

Ms. Busch stated that she placed a $40.00 deposit on her debit card on a "Birthday Candle" bouncy house inflatable for a party to be held at 1755 N. Westridge on May 5, 2012. Ms. Busch stated that the total bill came to $160.00 minus a 15% coupon she had from an Entertainment book. Ms. Busch stated that on May 4, 2012 at 820 she received a call from Bry telling her that they couldn't bring out the inflatable due to liability reasons and that they would credit her debit card back and give her 25% off the next rental fee. Ms. Busch stated that she didn't have an order number.

On May 8, 2012, I received a call from Kasey R. Young, Mr. Young stated that sometime in September 2011 he had been at a party at Pure Entertainment and that four inflatables were being used at the time. Mr. Young stated that he was uncertain of the exact date but that his wife, Sara Critchfield had used her debit card and placed a $110.00 deposit while at Pure Entertainment for a party to take place at Pure Entertainment on May 5, 2012 at

1500 hours to include the use of inflatables. Mr. Young stated that his wife received a call on may 3 at 858 telling her that they had a problem with their license and gave them three options, 1) half off with no inflatables, 2) a refund of 3) reschedule the event. Mr. Young stated that they later received an e-mail from Jesse Zogleman giving them an option to bring the inflatable out to them since they lived in Andover, KS.

On May 9, 2012, I contacted Teddy J. Tyner by telephone who stated that he had booked his daughter's birthday party at Pure Entertainment where they paid $300.00 for food, drinks and the use of inflatables. Mr. Tyner stated that they called Pure Entertainment because of the incident in 2010 and were told by an unknown representative that they had padding around the inflatables and that it was all cleared and good.

On May 9, 2012, I contacted Misty A. Harding who stated that they had a wedding reception at Pure Entertainment that she had arranged through Jesse Zogleman. Ms. Harding stated that they were to have a Castle bounce house and "Mechanical Bull" inflatables running for the reception and a total bill of $8500.00. Ms. Harding stated that they were originally told the bill would be $8151.03 but that they were given a bill for $8500.00 but ended up only paying the $8151.03. Ms. Harding stated that they split the payment to Pure Entertainment between certified checks and personal checks. Ms. Harding stated that Jesse told her that he never gets inflatables form anyone else and that he has 200 inflatables in stock.

Ms. Harding stated that she started talking to Jesse prior to February 22, 2012 and that during meetings over the reception plans, her 7, 15 and 18 yoa children were allowed to play on the inflatables at Pure Entertainment. Ms. Harding stated that she made probably six trips to Pure Entertainment coordinating the reception and that she observed the inflatables up and kids playing on them every time. Ms. Harding sent a copy of an e-mailed account of the proposed event where Jesse represented himself as Jessez@moonwalksforfun sent under moonwalks.jesse@gmail.com where he thanked her for booking with "Pure" in April and asking her to let him know about grants she could write for him.

Det. B. Wise #1262
Special Investigations Bureau

Incident Narrative

Supplemental Reporting BRADLEY WISE - WPD, ID # 1262 4 05/17/2012 13:55

SUP'D TO ADD O2 THRU O6 // VJF V0508

Incident Narrative

Supplemental Reporting JOAN YUNKER - WPD, ID # 270 5 05/18/2012 08:38

PROPERTY ENTERED/RCVD ON 5-18-12//JYS0270

12C31752

322-402
(Rev. 7-2005)

322-402

WICHITA POLICE DEPARTMENT
DEPARTMENTAL RECEIPT

INCIDENT # 12C31752

☑ PHYSICAL EVIDENCE ☐ FOUND PROPERTY ☐ PERSONAL PROPERTY

CASE CLASSIFICATION: 2699 MISC. OFF. DATE: 5/7/12

CASE HEADING: JESSE A. ZOBLEMAN ADDRESS: 2528 WILDROSE CT.

OWNER: MISTY HARDING ADDRESS: 215 STEARNS, HAUSVILLE

INCIDENT LOCATION: 7326 W. BARRINGTON CT DATE: 5/7/12

(Include All Serial #'s, Model #'s, Tag Information)

DOCUMENTS

1 OF 1

Officer: B.E. WISE #1262 Bureau/Watch: SOIB Date: 5/17/12

BIN# A921 BIN# BIN# BIN# BIN#

ATTENTION: Custodian of Evidence.... The following articles which were brought in as Physical Evidence owned by _____ _____
(Name) (Address)

May Be
- ☐ Returned to Owner
- ☐ Destroyed
- ☐ Released to Property Unit
- ☐ Attached to Case
- ☐ Attached to Detective File
- ☐ Held
- ☐ Retained for Department Use

Authority _____

Date _____

Custodian of Evidence _____

Destroyed By _____

Witnessed By _____

Evidence in Custody of:

Name	Date	Reason	Items

☑ INITIAL ☐ DELETE ☐ MODIFY ☐ ADD

KANSAS STANDARD OFFENSE REPORT
FRONT PAGE OPEN PUBLIC RECORD

PAGE 1 OF 1

☐ ON VIEW ☐ DISPATCHED ☐ CITIZEN ☐ DICTATED

NAME OF AGENCY: WICHITA POLICE DEPARTMENT
KS AGENCY ORI NUMBER: KS0870300
CASE NUMBER: 12C31752

INCIDENT

DATE OF REPORT (MMDDCCYY)	TIME REPORTED	DATE OFFENSE STARTED (MMDDCCYY)	TIME	DATE OFFENSE ENDED (MMDDCCYY)	TIME
5/7/12	1400	4/18/12	1100	4/18/12	1135

EXCEPTIONAL CLEARANCE DATE (MMDDCCYY):
EXCEPTIONAL CLEARANCE: A ☐ DEATH OF OFFENDER B ☐ PROSECUTION DENIED C ☐ EXTRADITION DENIED D ☐ VICTIM REFUSES TO TESTIFY E ☐ JUVENILE-NO CUSTODY N ☐ NOT APPLICABLE

LOCATION OF OFFENSE: 7326 BARRINGTON CT
REPORT AREA: 199
ADDITIONAL OFFICER:
CONNECTING CASES: 12C 28424

OFFENSE

CHAPTER	SECTION	SUB1	SUB2	☐ ATTEMPTED ☐ COMPLETED	☐ AID / ABET ☐ CONSPIRACY ☐ SOLICITATION
DESCRIPTION					

PREMISE	# OF PREM	HATE / BIAS	CAMPUS CODE	METHOD OF ENTRY
08	1	88	—	F ☐ FORCE N ☐ NO FORCE

TYPE OF THEFT
M ☐ COIN MACHINE E ☐ EMBEZZLEMENT
B ☐ FROM BUILDING T ☐ POSS. STOLEN PROP
A ☐ M V PARTS & ACC. V ☐ MOTOR VEHICLE
L ☐ SHOPLIFTING F ☐ THEFT FROM M V
P ☐ POCKET-PICKING O ☐ ALL OTHER
S ☐ PURSE SNATCHING N ☑ NOT APPLICABLE

TYPE OF FORCE / WEAPON
11. ☐ FIREARM ☐ AUTO
12. ☐ HANDGUN ☐ AUTO
13. ☐ RIFLE ☐ AUTO
14. ☐ SHOTGUN ☐ AUTO
15. ☐ OTHER FIREARM ☐ AUTO
20 ☐ KNIFE / CUT INSTR.
30 ☐ BLUNT OBJECT
35 ☐ MOTOR VEHICLE
40 ☐ PERSONAL WEAPON
50 ☐ POISON
60 ☐ EXPLOSIVE
65 ☐ FIRE / INCID / DEVICE
70 ☐ DRUGS/ NARCOTICS
85 ☐ ASPHYXIATION
90 ☐ OTHER
95 ☐ UNKNOWN
99 ☑ NONE

OFFENDER SUSPECTED OF USING (SELECT UP TO 3)
A ☐ ALCOHOL D ☐ DRUGS / NARC.
C ☐ COMPUTER EQUIP. N ☑ NOT APPLICABLE

TYPE OF CRIMINAL ACTIVITY (SELECT UP TO 3)
B ☐ BUYING / RECEIVING T ☐ TRANS / TRANSMIT / IMPORT
C ☐ CULT / MANU / PUBL. U ☐ USING / CONSUMING
D ☐ DIST / SELLING J ☐ JUVENILE GANG
E ☐ EXPLOIT. CHILDREN G ☐ OTHER GANG
O ☐ OPER / PROMOTE / ASSIST N ☑ NO GANG INVOLVEMENT
P ☐ POSSESS / CONCEAL.

LOCAL CODE (CLASSIFICATION): 2699

OFFENSE

CHAPTER	SECTION	SUB1	SUB2	☐ ATTEMPTED ☐ COMPLETED	☐ AID / ABET ☐ CONSPIRACY ☐ SOLICITATION
DESCRIPTION					

PREMISE	# OF PREM	HATE / BIAS	CAMPUS CODE	METHOD OF ENTRY
				F ☐ FORCE N ☐ NO FORCE

TYPE OF THEFT
M ☐ COIN MACHINE E ☐ EMBEZZLEMENT
B ☐ FROM BUILDING T ☐ POSS. STOLEN PROP
A ☐ M V PARTS & ACC. V ☐ MOTOR VEHICLE
L ☐ SHOPLIFTING F ☐ THEFT FROM M V
P ☐ POCKET-PICKING O ☐ ALL OTHER
S ☐ PURSE SNATCHING N ☐ NOT APPLICABLE

TYPE OF FORCE/ WEAPON
11. ☐ FIREARM ☐ AUTO
12. ☐ HANDGUN ☐ AUTO
13. ☐ RIFLE ☐ AUTO
14. ☐ SHOTGUN ☐ AUTO
15. ☐ OTHER FIREARM ☐ AUTO
20 ☐ KNIFE / CUT INSTR.
30 ☐ BLUNT OBJECT
35 ☐ MOTOR VEHICLE
40 ☐ PERSONAL WEAPON
50 ☐ POISON
60 ☐ EXPLOSIVE
65 ☐ FIRE / INCID / DEVICE
70 ☐ DRUGS/ NARCOTICS
85 ☐ ASPHYXIATION
90 ☐ OTHER
95 ☐ UNKNOWN
99 ☐ NONE

OFFENDER SUSPECTED OF USING (SELECT UP TO 3)
A ☐ ALCOHOL D ☐ DRUGS / NARC.
C ☐ COMPUTER EQUIP. N ☐ NOT APPLICABLE

TYPE OF CRIMINAL ACTIVITY (SELECT UP TO 3)
B ☐ BUYING / RECEIVING T ☐ TRANS / TRANSMIT / IMPORT
C ☐ CULT / MANU / PUBL. U ☐ USING / CONSUMING
D ☐ DIST / SELLING J ☐ JUVENILE GANG
E ☐ EXPLOIT. CHILDREN G ☐ OTHER GANG
O ☐ OPER / PROMOTE / ASSIST N ☐ NO GANG INVOLVEMENT
P ☐ POSSESS / CONCEAL.

LOCAL CODE (CLASSIFICATION):

VICTIM

TYPE OF VICTIM
I ☐ INDIVIDUAL S ☐ SOCIETY/ PUBLIC R ☐ RELIGIOUS ORGANIZATION O ☐ OTHER
B ☐ BUSINESS F ☐ FINANCIAL INSTITUTION G ☐ GOVERNMENT U ☐ UNKNOWN

VICTIM OF OFFENSE NUMBER: 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐

NAME LAST: CITY OF WICHITA
FIRST:
MIDDLE:

ADDRESS STREET: 455 N. MAIN
CITY: WICHITA
STATE: KS
ZIP: 67202

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES. / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES
4171										

DRIVERS LICENSE NUMBER: | DL STATE: | E-MAIL ADDRESS: | EMPLOYER/SCHOOL:

TELEPHONE NUMBER (WORK / SCHOOL): | ADDRESS STREET: | CITY: | STATE: | ZIP:

CIRCUM. AGG ASLT/BATTERY (MAX 2): | VICTIMS RELATIONSHIP TO CORRESPONDING SUSPECT NUMBER (INDICATE ALL SUSPECTS) 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. | TYPE OF INJURY (MAX 5) 1. 2. 3. 4. 5.

(R) / W / O

NAME LAST: WISE
FIRST: 1262
MIDDLE: B E

ADDRESS: STREET: | CITY: | STATE: | ZIP:

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES/N-RES.	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES
4171										

EMPLOYER/SCHOOL: | ADDRESS STREET: | CITY: | STATE: | ZIP: | TELEPHONE NUMBER (WORK/SCHOOL):

PROP. DESCRIPTION

TYPE PROPERTY LOSS 1=NONE 2=BURNED 3=COUNTERFEIT/FORGERY 4=DESTROYED/DAMAGED/VANDALIZED 5=RECOVERED 6=SEIZED 7=STOLEN 8=UNKNOWN

TYPE LOSS	PROPERTY/DRUG CODE	DESCRIPTION / SUSPECTED DRUG TYPE	ESTIMATED QUANTITY	FRACTION	TYPE DRUG MEASURE	VALUE	RECOVERY DATE

REPORTING OFFICER	BADGE / ID	DATE	COPIES TO	PROPERTY TOTAL
B. E. WISE	1262	5/7/12	RECS	—

CRIMINAL INVESTIGATION RECORD / NOT AN OPEN PUBLIC RECORD

AGENCY ORI NUMBER	CASE NUMBER	DATE OF REPORT (MMDDCCYY)	PAGE OF
KS0870300	12C31752	5/7/12	1 1

METHOD OF OPERATION

INSTRUMENT USED FOR ENTRY: 1 ☐ KEY 2. ☐ PRY TOOL 3 ☐ SAW/DRILL 4 ☐ HAMMER 5 ☐ BOLT CUTTER 6 ☐ CHOPPING TOOL 7 ☐ VISE GRIPS 8 ☐ PHYSICAL FORCE 9 ☐ THROWN OBJECT 10 ☐ OTHER 11 ☑ NOT APPLICABLE

POINT OF ENTRY: 9. ☑ NOT APPLICABLE 1. ☐ FRONT 2. ☐ REAR 3. ☐ SIDE 4. ☐ ROOF

POINT OF EXIT: 9. ☑ NOT APPLICABLE 1. ☐ FRONT 2. ☐ REAR 3. ☐ SIDE 4. ☐ ROOF

PREMISE NEIGHBORHOOD: R. ☐ RURAL / FARM / AGRICULTURE S. ☐ SUBURBAN / RESIDENCE B. ☑ URBAN / BUSINESS / COMMERCIAL U. ☐ UNINHABITED

SAFE ENTERED: 1. ☐ YES 2. ☐ NO 3. ☐ ATTEMPTED 4. ☐ REMOVED 5. ☐ PEELED 6. ☐ EXPLODED 7. ☐ COMBINATION KNOWN 9. ☑ NOT APPLICABLE

INCIDENT ACTIVITY: C. ☐ DOMESTIC VIOLENCE CHILDREN PRESENT D. ☐ DOMESTIC VIOLENCE J. ☐ CAR JACKING N. ☑ NOT APPLICABLE

SUSPECT #

NAME LAST	FIRST	MIDDLE
ZOGCEMAN	JESSE	A

ADDRESS STREET	CITY	STATE	ZIP
2528 WILDROSE CT.	WICHITA	KS	67205

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES
993-6532	W	M	N	R	31	8/22/80	5'9	185	BRN	HZL

SOCIAL SECURITY NUMBER	EMPLOYER / SCHOOL	ADDRESS	TELEPHONE NUMBER (WORK/SCHOOL)
513-42-8484	PONE ENTERTAINMENT	85TH - IRVING	440-4740

MONIKERS / ALIAS

ADDITIONAL SUSPECT DESCRIPTORS

VEHICLE: ☐ IMPOUNDED ☐ TARGET ☐ STOLEN ☐ EMBEZZLED ☐ RECOVERED ☐ SUSPECT ☐ ASSOCIATED ☐ OTHER ☐ HOLD FOR

MAKE	YEAR	MODEL	COLOR	VEHICLE STYLE

LICENSE NUMBER	YEAR	STATE	VEHICLE IDENTIFICATION NUMBER	OTHER

VICTIM

NAME LAST	FIRST	MIDDLE
SIMS	PEPPER	A

ADDRESS STREET	CITY	STATE	ZIP
7326 BARRINGTON CT.	WICHITA	KS	67212

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES
207-0479	W	F	N	R	46	10/23/65	—	—	—	—

SOCIAL SECURITY NUMBER	EMPLOYER / SCHOOL	ADDRESS	TELEPHONE NUMBER (WORK/SCHOOL)
574-82-4288	HOME MAKER	SAME	

MONIKERS / ALIAS

ADDITIONAL SUSPECT DESCRIPTORS

VEHICLE: ☐ IMPOUNDED ☐ TARGET ☐ STOLEN ☐ EMBEZZLED ☐ RECOVERED ☐ SUSPECT ☐ ASSOCIATED ☐ OTHER ☐ HOLD FOR

MAKE	YEAR	MODEL	COLOR	VEHICLE STYLE

LICENSE NUMBER	YEAR	STATE	VEHICLE IDENTIFICATION NUMBER	OTHER

EVIDENCE INFORMATION: ☐ NONE ☐ SUBMITTED ☐ RETAINED BY VICTIM ☐ RETAINED BY OFFICER ☐ RETAINED BY INVESTIGATIVE AGENCY

EVIDENCE OBTAINED: ☐ LATENT PRINTS ☐ HAIR ☐ WEAPONS / TOOLS ☐ BLOOD ☐ SEXUAL ASSAULT KIT ☐ DOCUMENTS ☐ STAINS ☐ ALCOHOL ☐ SEMEN ☐ OTHER ___ ☐ DRUGS ☐ OTHER PRINTS ☐ PHOTOS

SSN OF VICTIM: SSN OF RP/W/O

SYNOPSIS: R1 RPTS S1 ENTERING INTO A BUSINESS DEAL WHICH HIS COMPANY WAS NOT PROPERLY LICENSED BY V1 AT ABOVE T/D/L.

NARRATIVE: ON 5/7/12 AT 1400 I RECEIVED A CALL FROM O1 STATING THAT SHE HAD MADE A RESERVATION AND PAID A DEPOSIT W/ S1 WHO REPRESENTED HIMSELF AS MOONWALKS FUN ENT, INC O1 STATED THAT SHE HAD USED A CREDIT CARD TO RESERVE AN INFLATABLE RIDE TO BE DELIVERED TO HER RESIDENCE ON 5/5/12

SIGNATURE: [signature] 1266

Incident Report - 12C028424

Report #: 12C028424 WICHITA POLICE DEPT

12C028424

Report Date: 04/25/2012 15:00 Start Date: 02/28/2012 08:59
End Date: 02/28/2012 12:00

Summary: THIS OFFICER RPTS S1/ ENTERING INTO BUSINESS DEAL WHILE HIS BUSINESS HAS NOT BEEN PROPERLY LICENSED BY V1. **WRT**

Report Type: Not Applicable

Case Status: 12C028424 0 - CASE CLOSED - NO FOLLOW UP REQUIRED

Incident Location

Address: 8700 E 29TH ST N

Intersection:

WICHITA, KS 67226
Beat: 46 - Sub Beat: 192 - Lat: 1704931.48 - Long: 1677646.41

Addl. Info:

Incident Offenses

#1 Original Report 2699 OTHER MISC OFFENSES

Remarks:

MO:

Method: Urban/Business/Industrial/Commercial

Officers Involved

Data Entry Operator VONNIE J FORGIE - WPD - 508 - Original Report

Reporting BRADLEY WISE - WPD - 1262 - Original Report

Approving VONNIE J FORGIE - WPD - 508 - Original Report

Supplemental Reporting BRADLEY WISE - WPD - 1262 - Supp. #2

Approving BRADLEY WISE - WPD - 1262 - Supp. #2

Supplemental Reporting JOAN YUNKER - WPD - 270 - Supp. #3

Approving JOAN YUNKER - WPD - 270 - Supp. #3

Incident People

Suspect **JESSE A ZOGLEMAN**

100398255

Sex: M Race: W DOB: 08/22/1980 Age: 31 Original Report

Address: 2528 W WILD ROSE CT (Date of Info: 04/25/2012)
WICHITA, KS 67205

Home Phone: (316) 993-6532 (Phone Date of Info: 09/09/2010)

Business Phone: (316) 440-4740 (Phone Date of Info: 04/25/2012)

Cell Phone: (316) 993-6532 (Phone Date of Info: 04/25/2012)

Cell Phone: (316) 993-6532 (Phone Date of Info: 03/05/2008)

Cell Phone: (316) 993-6532 (Phone Date of Info: 03/10/2005)

Employment: PURE ENTERTAINMENT, 8545 W IRVING WICHITA, KS Business: (316) 440 - 4740 Date of info:11/07/2009 (Emp. Date of Info: 04/25/2012)

Hgt: 509, Wgt: 185, MEDIUM, HAZEL Eyes, BROWN Hair, MEDIUM Skin (Date of Info: 09/09/2010)

Other **BETHANY D LIPPE**

102888282

Sex: F Race: W DOB: 03/01/1978 Age: 34 Original Report

Address: 2712 DANBURY RD (Date of Info: 04/26/2012)
AUGUSTA, KS 67010

Business Phone: (316) 634-8761 (Phone Date of Info: 04/26/2012)

Cell Phone: (316) 207-6358 (Phone Date of Info: 04/26/2012)

Employment: HEARTSPRING, 8700 E 29TH ST N WICHITA, KS 67220 Business: (316) 634 - 8704 Date of info:03/24/2003
(Emp. Date of Info: 04/26/2012)

Hgt: 505, Wgt: 130, GRAY Eyes, BROWN Hair (Date of Info: 04/26/2012)

Other **ANTHONY J BOLESKI**

102888283

Sex: M Race: W DOB: 12/16/1976 Age: 35 Original Report

Business Phone: (316) 440-9015 (Phone Date of Info: 04/26/2012)

Cell Phone: (316) 347-9083 (Phone Date of Info: 04/26/2012)

Employment: INTRUST ARENA, 500 E WATERMAN WICHITA, KS 67202 Business: (316) 440 - 9000 Date of info:02/10/2010 - GENERAL MANAGER (Emp. Date of Info: 04/26/2012)

Incident Businesses

CITY OF WICHITA

240159968

Address: 455 N MAIN
WICHITA, KS 67202

Phone: (316) 337-9200 (Date of Info: 05/17/2007) Original Report **Victim**

Incident Property

Total Value: **$0**

Paperwork (Mail, Photos, Titles, etc)

112326673

Seized property, clothing, etc.

Description: DOCUMENTS

Associated LEA Cases

LEA Case Number:	LEA Case Summary:
12C028424	WPD, Review Status: No Action, Case Status: CASE CLOSED - NO FOLLOW UP REQUIRED 04/26/2012, Workgroup: ROB

Assigned To: No Officer Assigned

Incident Narrative

Reporting BRADLEY WISE - WPD, ID # 1262 1 04/26/2012 15:25

THIS OFFICER RPTS S1/J ZOGLEMAN ENTERING INTO BUSINESS DEAL WHILE HIS BUSINESS HAS NOT BEEN PROPERLY LICENSED BY V1/CITY OF WICHITA. **WRT**

Incident Narrative

Supplemental Reporting BRADLEY WISE - WPD, ID # 1262 2 04/30/2012 13:10

ON APRIL 3, 2012 I WAS ADVISED BY LT. M. DUNBAR #1076 TO ASSIST JOHN COX OF CENTRAL INSPECTIONS IN CONTACTING BETHANY LIPPE OF HEARTSPRING, 8700 E. 29TH ST. N. IN REFERENCE TO A POSSIIBLE BUSINESS CONTRACT BETWEEN HEARTSPRING AND MOONWALKS FOR FUN, INC.WHERE MOONWALKS WAS TO PROVIDE INFLATABLE BOUNCERS FOR A HEARTSPRING EVENT. LT. DUNBAR ADVISED THAT THE REQUEST INITIATED IN THE CITY LAW DEPARTMENT AND THAT MOONWALKS FOR FUN, INC WAS NOT CURRENTLY LICENSED TO PROVIDE THE SERVICE. I CONTACTED JOHN COX WHO ADVISED THAT THE LICENSE FOR MOONWALKS FOR FUN, INC HAD NOT BEEN APPROVED DUE TO THE OWNER, JESSE ZOGLEMAN'S FAILURE TO ACQUIRE THE PROPER INSURANCE POLICY TO OPERATE THE INFLATABLES. JOHN COX ADVISED ME THAT THE ISSUE WITH THE LICENSE CAME UP AFTER HE REVIEWED THE LICENSE APPLICATION FROM HEARTSPRING FOR THEIR EVENT AND SAW THAT THEY INTENDED TO USE MOONWALKS FOR FUN, INC FOR INFLATABLES. COX STATED THAT HE KNEW THAT THEY DIDN'T HAVE A CURRENT LICENSE AND CONTACTED MS. LIPPE AS WELL AS THE LAW DEPARTMENT.

ON APRIL 4, 2012 JOHN COX AND MYSELF WENT TO HEARTSPRING WHERE WE CONTACTED MS. LIPPE WHO STATED THAT HEARTSPRING WAS TO HAVE AN EVENT ON THEIR CAMPUS AND DESIRED INFLATABLE FOR THE EVENT. MS. LIPPE STATED THAT SHE HAD NO KNOWLEDGE OF INFLATABLE COMPANIES AND THAT ON FEBRUARY 28, 2012 SHE WENT ON LINE AND PERFORMED A GOOGLE SEARCH WHICH SHE STATED RETURNED FOUR TO FIVE LISTINGS IN THE AREA. MS. LIPPE STATED THAT SHE SELECTED MOON WALKS FOR, FUN AND THEN WENT ON THEIR WEBSITE WHERE SHE REGISTERED FOR TWO BOUNCERS TO BE DELIVERED APRIL 14, 2012 FOR THE EVENT. MS. LIPPE STATED THAT THE CONTRACT WITH MOONWALKS CAME OUT TO THE SUM OF SEVEN HUNDRED DOLLARS ($700.00) AND THAT SHE USED A HEARTSPRING COMPANY "VISA" CREDIT CARD TO SECURE THE TRANSACTION AND PAY IN FULL. MS. LIPPE STATED THAT UPON COMPLETING THE TRANSACTION SHE ASSUMED A CONTRACT EXISTED AS SHE RECEIVED AN E-MAIL BACK FROM MOONWALKS FOR FUN, INC THAT THANKED HER FOR HER ORDER, ADVISED HER THAT THEY WOULD BE CONTACTING HER TO CONFIRM THE RESERVATION AND PROVIDED HER WITH AN ORDER ID NUMBER OF 9332450. MS. LIPPE STATED THAT AT THAT TIME ALSO RECEIVED AN E-MAIL FROM JESSE ZOGLEMAN THANKING HER FOR THE RESERVATION AND TELLING HER THAT THEY WOULD BE CALLING HER IN A FEW DAYS TO GO OVER SET UP AND TAKE DOWN DETAILS AND THAT THERE WAS EVEN A PERSONAL NOTE ON IT TO TELL MR. PERRY THAT "THEY" SAID "HI."

MS. LIPPE ADVISED THAT ON MARCH 28, 2012 SHE HAD CONTACTED JESSE ZOGLEMAN AND EXPRESSED HER CONCERNS AND TOLD HIM THAT SHE HAD BEEN TOLD BY JOHN COX THAT THERE WAS A PROBLEM WITH HIS LICENSE. MS. LIPPE STTED THAT ZOGLEMAN TOLD HER THAT THE LICENSE WAS EXPIRED BUT NOT TO WORRY AS THE LICENSE WOULD BE APPROVED BY THE DATE OF HER EVENT. MS. LIPE STATED THAT SHE THEN RECEIVED VOICEMAILS AT HEARSTPRING FROM ZOGLEMAN THAT STATED THAT "EVERYBODY WAS ROLLING ON THE LICENSE WITH THE CITY OF WICHITA, IT'S ALL DOWN THERE." MS. LIPPE STATED THAT ON THE FIRST VOICEMAIL ZOGLEMAN REPRESENTED HIMSELF AS JESSE ZOGLEMAN ENTERTAINMENT. MS. LIPPE STATED THAT SHE HAD NOT MET ZOGLEMAN IN PERSON AND THAT HE HAD ALWAYS REPRESENTED HIMSELF AS REPRESENTING MOONWALKS FOR FUN, INC.

MS. LIPPE STTAE THAT SHE DECIDED AT THAT TIME TO GO WITH ANOTHER INFLATABLE COMPANY AND THAT SHE THEN CHECKED WITH HEARTPSRINGS CFO WHO ADVISED THAT THE

CHARGES HAD NOT GONE THROUGH ON THE VISA CARD. MS. LIPPE STATED THAT SHE CONTACTED ZOGLEMAN WHO TOLD HER THAT THE CHARGES ARE AUTOMATED THROUGH THE WEBSITE AND THAT IF THEY CANCELED THE TRANSACTION AT THAT POINT THAT A 25% CHARGE WOULD BE APPLIED OR THAT CREDIT COULD BE ISSUED. MS. LIPPE STTED THAT SHE ASKED ZOGLEMAN IF THE SYSTEM COULD JUST BE MANUALLY OVERRIDDEN BY HIS COMPANY AND ZOGLEMAN TOLD HER THAT IT WAS UP TO THE "HIGHER UPS" MS. LIPPE STATED THAT SHE ASKED ZOGLEMAN IF SHE COULD TALK TO A "HIGHER UP" OR IF HE WAS THE ACTUAL OWNER TO WHCIH ZOGLEMAN REPLIED THAT HE WAS THE OWNER, THAT THERE WERE PEOPLE HIGHER UP BUT THAT BASICALLY "THE BUCK STOPS WITH ME." MS. LIPPE STATED THAT SHE CHECKED WITH THE CFO OF HEARTSPRING ADVISING THEM OF THE SITUATION AND THAT THE CFO ADVISED THAT THEY WOULD DISPUTE THE CHARGES WITH THE CREDIT CARD COMPANY IF THEY WENT THROUGH.

MS. LIPPE STATED THAT ZOGLEMAN TOLD HER THAT SHE COULD CALL CITY LICENSING AND HAVE THE BOUNCERS PULLED FROM THE PERMIT APPLICATION AND THAT WHEN HIS LICENSE WAS APPROVED IT WOULD THEN BE LEGAL AND THAT HE COULD THEN BRING THEM OUT. JOHN COX AND MYSELF THEN CONCLUDED OUR CONTACT WITH MS. LIPPE AND LEFT HEARTSPRING AND RETURNED TO CITY HALL. AFTER RETURNING TO CITY HALL I HAD TELEPHONE CONTACT WITH MS. LIPPE WHERE SHE TOLD ME THAT SHE HAD TALKED TO ZOGLEMAN AFTER WE HAD LEFT HER OFFICE THAT DAY AND THAT ZOGLEMAN TOLD HER THAT HE WAS GETTING HIS LICENSE SPECIFICALLY FOR HER EVENT AND THAT HE HAD SPOKEN TO JOHN COX THAT MORING AND THAT HE TOLD HIM THAT IT WOULD BE APPROVED WHCIH I KNEW TO NOT BE TRUE AS I HAD BEEN WITH COX MOST OF THE MORNING AND CONFIRMED WITH HIM THAT HE HAD NOT SPOKEN TO ZOGLEMAN THAT DAY.

ON APRIL 17, 2012 LT. DUNBAR REQUESTED THAT I CONTACT JHON COX AND SEE IF THERE WAS ANYBODY TO CONTACT IN REFERENCE TO MOONWALLS FOR FUN BEING USED AT "RIBFEST' THAT IS SCHEDULED TO OCCUR AT INTRUST BANK ARENA PARKING LOT "D" JOHN COX ADVISED THAT INTRUST ARENA A. J. BOLESKI HAD LISTED INFLATABLES BEING SUPPLIED FOR THE RIBFEST EVENT OCCURRING MAY 17-19, 2012 BY PURE ENTERTAINMENT/JESSE ZOGLEMAN ENTERPRISES. ON APRIL 20, 2012 I MET WITH MR. BOLESKI AT HIS OFFICES AT INTRUST BANK AREANA. MR. BOLESKI ADVISED THAT HE AHD ORIGINALLY MET WITH JESSE ZOGLEMAN WHO REPRESENTED HIMSELF AS PRESIDENT OF PURE ENTERTAINMENT ON MARCH 29, 2012 AT CITY LOT "D". MR. BOLESKI STTED THAT HE HAD DECIDED TO USE PURE ENTERTAINMENT FOR THE EVENT BASED ON HIS PERSONAL KNOWLEDGE FROM FAMILIARITY FROM TAKING HIS OWN FAMILY TO PURE ENTERTAINMENT FOR RECREATIONAL PURPOSES AND THAT THAT WAS WHERE HE HAD MET ZOGLEMAN. M R. BOLESKI EXPLAINED THAT THERE WERE NO SIGNED CONTRACTS AT THE TIME ONLY PROPOSALS AND THAT NO FUNDS HAD BEEN EXCHANGED. MR. BOLESKI STATED THAT THE PROPOSAL WAS A REVENUE SHARE AGREEMENT WHERE HE REQUESTED TEN INFLATABLE BOUNCERS TO BE DELIVERED SET UP AND TAKEN DOWN AND WHERE PURE ENTERTAINMENT WOULD GET THREE THOUSAND DOLLARS ($3000.00) GUARANTEED AFTER TAXES TO COVER THEIR LABOR COSTS AND WOULD THEN RECEIVE 65% OF EVERY DOLLAR TAKEN IN AT RIBFEST WITH THE REMAINING 35% GOING TO INTRUST ARENA BANK'S MANAGING GROUP "SMG."

DETECTIVE BRAD WISE #1262
SIB
APRIL 30, 2012

Incident Narrative

Supplemental Reporting JOAN YUNKER - WPD, ID # 270 **3** **05/18/2012** **08:36**

PROPERTY ENTERED/RCVD ON 5-18-12//JYS0270

12C28424

322-402
(Rev. 7-2005)

322-402

WICHITA POLICE DEPARTMENT
DEPARTMENTAL RECEIPT

INCIDENT # 12C28424

☑ PHYSICAL EVIDENCE ☐ FOUND PROPERTY ☐ PERSONAL PROPERTY

CASE CLASSIFICATION: 2699 MISC. OFF DATE: 5/7/12

CASE HEADING: JESSE A. ZOGLEMAN ADDRESS: 2528 WILDRISE CT.

OWNER: HEARTSPRING ADDRESS: 8700 E. 29TH

INCIDENT LOCATION: 8700 E. 29TH DATE: 5/7/12

(Include All Serial #'s, Model #'s, Tag Information)

DOCUMENTS

1 OF 1

Officer: B. E. WISE # 1262 Bureau/Watch: SIB Date: 5/17/12

BIN# A921 BIN# BIN# BIN# BIN#

ATTENTION: Custodian of Evidence.... The following articles which were brought in as

Physical Evidence owned by _____ _____
(Name) (Address)

May Be
- ☐ Returned to Owner
- ☐ Destroyed
- ☐ Released to Property Unit
- ☐ Attached to Case
- ☐ Attached to Detective File
- ☐ Held
- ☐ Retained for Department Use

Authority _____

Date _____

Custodian of Evidence _____

Destroyed By _____

Witnessed By _____

Evidence in Custody of:

Name	Date	Reason	Items

KANSAS STANDARD OFFENSE REPORT
FRONT PAGE OPEN PUBLIC RECORD

☒ INITIAL ☐ DELETE ☐ MODIFY ☐ ADD

PAGE 1 OF 2

☒ ON VIEW ☐ DISPATCHED ☐ CITIZEN ☐ DICTATED

NAME OF AGENCY: WICHITA POLICE DEPARTMENT

KS AGENCY ORI NUMBER: KS0870300

CASE NUMBER: 12C28424

INCIDENT

DATE OF REPORT (MMDDCCYY): 4/25/12

TIME REPORTED: 1500

DATE OFFENSE STARTED (MMDDCCYY): 2/28/12

TIME: 859

DATE OFFENSE ENDED (MMDDCCYY): 2/28/12

TIME: 1200

EXCEPTIONAL CLEARANCE DATE (MMDDCCYY):

EXCEPTIONAL CLEARANCE: A ☐ DEATH OF OFFENDER B ☐ PROSECUTION DENIED C ☐ EXTRADITION DENIED D ☐ VICTIM REFUSES TO TESTIFY E ☐ JUVENILE-NO CUSTODY ☒ NOT APPLICABLE

LOCATION OF OFFENSE: 8700 E. 29TH N.

REPORT AREA: 46

ADDITIONAL OFFICER:

CONNECTING CASES:

OFFENSE # 1

CHAPTER | SECTION | SUB1 | SUB2

☐ ATTEMPTED ☒ COMPLETED ☐ AID / ABET ☐ CONSPIRACY ☐ SOLICITATION

DESCRIPTION

PREMISE: 22 | # OF PREM: 01 | HATE / BIAS: 88 | CAMPUS CODE: — | METHOD OF ENTRY: F ☐ FORCE N ☒ NO FORCE

TYPE OF THEFT: M ☐ COIN MACHINE B ☐ FROM BUILDING A ☐ M V PARTS & ACC. L ☐ SHOPLIFTING P ☐ POCKET-PICKING S ☐ PURSE SNATCHING E ☐ EMBEZZLEMENT T ☐ POSS. STOLEN PROP V ☐ MOTOR VEHICLE F ☐ THEFT FROM M V O ☐ ALL OTHER N ☒ NOT APPLICABLE

OFFENDER SUSPECTED OF USING (SELECT UP TO 3): A ☐ ALCOHOL C ☐ COMPUTER EQUIP. D ☐ DRUGS / NARC. N ☒ NOT APPLICABLE

TYPE OF CRIMINAL ACTIVITY (SELECT UP TO 3): B ☐ BUYING / RECEIVING C ☐ CULT / MANU / PUBL D ☐ DIST / SELLING E ☐ EXPLOIT. CHILDREN O ☐ OPER / PROMOTE / ASSIST P ☐ POSSESS / CONCEAL. T ☐ TRANS / TRANSMIT / IMPORT U ☐ USING / CONSUMING J ☐ JUVENILE GANG G ☐ OTHER GANG N ☒ NO GANG INVOLVEMENT

TYPE OF FORCE / WEAPON: 11. ☐ FIREARM ☐ AUTO 12. ☐ HANDGUN ☐ AUTO 13. ☐ RIFLE ☐ AUTO 14. ☐ SHOTGUN ☐ AUTO 15. ☐ OTHER FIREARM ☐ AUTO 20 ☐ KNIFE / CUT INSTR. 30 ☐ BLUNT OBJECT 35 ☐ MOTOR VEHICLE 40 ☐ PERSONAL WEAPON 50 ☐ POISON 60 ☐ EXPLOSIVE 65 ☐ FIRE / INCID / DEVICE 70 ☐ DRUGS/ NARCOTICS 85 ☐ ASPHYXIATION 90 ☐ OTHER 95 ☐ UNKNOWN 99 ☒ NONE

LOCAL CODE (CLASSIFICATION): 2699

OFFENSE # 2

CHAPTER | SECTION | SUB1 | SUB2

☐ ATTEMPTED ☐ COMPLETED ☐ AID / ABET ☐ CONSPIRACY ☐ SOLICITATION

DESCRIPTION

PREMISE | # OF PREM | HATE / BIAS | CAMPUS CODE | METHOD OF ENTRY: F ☐ FORCE N ☐ NO FORCE

TYPE OF THEFT: M ☐ COIN MACHINE B ☐ FROM BUILDING A ☐ M V PARTS & ACC. L ☐ SHOPLIFTING P ☐ POCKET-PICKING S ☐ PURSE SNATCHING E ☐ EMBEZZLEMENT T ☐ POSS. STOLEN PROP V ☐ MOTOR VEHICLE F ☐ THEFT FROM M V O ☐ ALL OTHER N ☐ NOT APPLICABLE

OFFENDER SUSPECTED OF USING (SELECT UP TO 3): A ☐ ALCOHOL C ☐ COMPUTER EQUIP. D ☐ DRUGS / NARC. N ☐ NOT APPLICABLE

TYPE OF CRIMINAL ACTIVITY (SELECT UP TO 3): B ☐ BUYING / RECEIVING C ☐ CULT / MANU / PUBL D ☐ DIST / SELLING E ☐ EXPLOIT. CHILDREN O ☐ OPER / PROMOTE / ASSIST P ☐ POSSESS / CONCEAL. T ☐ TRANS / TRANSMIT / IMPORT U ☐ USING / CONSUMING J ☐ JUVENILE GANG G ☐ OTHER GANG N ☐ NO GANG INVOLVEMENT

TYPE OF FORCE/ WEAPON: 11. ☐ FIREARM ☐ AUTO 12. ☐ HANDGUN ☐ AUTO 13. ☐ RIFLE ☐ AUTO 14. ☐ SHOTGUN ☐ AUTO 15. ☐ OTHER FIREARM ☐ AUTO 20 ☐ KNIFE / CUT INSTR. 30 ☐ BLUNT OBJECT 35 ☐ MOTOR VEHICLE 40 ☐ PERSONAL WEAPON 50 ☐ POISON 60 ☐ EXPLOSIVE 65 ☐ FIRE / INCID / DEVICE 70 ☐ DRUGS/ NARCOTICS 85 ☐ ASPHYXIATION 90 ☐ OTHER 95 ☐ UNKNOWN 99 ☐ NONE

LOCAL CODE (CLASSIFICATION):

VICTIM # 1

TYPE OF VICTIM: I ☐ INDIVIDUAL B ☐ BUSINESS S ☐ SOCIETY/ PUBLIC F ☐ FINANCIAL INSTITUTION R ☐ RELIGIOUS ORGANIZATION G ☒ GOVERNMENT O ☐ OTHER U ☐ UNKNOWN

VICTIM OF OFFENSE NUMBER: 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐

NAME (LAST, FIRST, MIDDLE): CITY OF WICHITA

ADDRESS (STREET, CITY, STATE, ZIP): 455 N. MAIN, WICHITA, KS 67202

TELEPHONE NUMBER (HOME) | RACE | SEX | ETHNICITY | RES. / N-RES | AGE | DATE OF BIRTH (MMDDCCYY) | HEIGHT | WEIGHT | HAIR | EYES

DRIVERS LICENSE NUMBER | DL STATE | E-MAIL ADDRESS | EMPLOYER/SCHOOL

TELEPHONE NUMBER (WORK / SCHOOL) | ADDRESS (STREET, CITY, STATE, ZIP)

CIRCUM. AGG ASLT/BATTERY (MAX 2) | VICTIMS RELATIONSHIP TO CORRESPONDING SUSPECT NUMBER (INDICATE ALL SUSPECTS) 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. | TYPE OF INJURY (MAX 5) 1. 2. 3. 4. 5.

(RP) W/O 1

NAME (LAST, FIRST, MIDDLE): B. E. WISE 1262

ADDRESS: STREET, CITY, STATE, ZIP

TELEPHONE NUMBER (HOME): 4171 | RACE | SEX | ETHNICITY | RES/N-RES. | AGE | DATE OF BIRTH (MMDDCCYY) | HEIGHT | WEIGHT | HAIR | EYES

EMPLOYER/SCHOOL | ADDRESS (STREET, CITY, STATE, ZIP) | TELEPHONE NUMBER (WORK/SCHOOL)

PROP. DESCRIPTION

TYPE PROPERTY LOSS 1=NONE 2=BURNED 3=COUNTERFEIT/FORGERY 4=DESTROYED/DAMAGED/VANDALIZED 5=RECOVERED 6=SEIZED 7=STOLEN 8=UNKNOWN

TYPE LOSS	PROPERTY/DRUG CODE	DESCRIPTION / SUSPECTED DRUG TYPE	ESTIMATED QUANTITY	FRACTION	TYPE DRUG MEASURE	VALUE	RECOVERY DATE

REPORTING OFFICER	BADGE / ID	DATE	COPIES TO	PROPERTY TOTAL
B.E. WISE	1262	4/25/12	RECS	0

CRIMINAL INVESTIGATION RECORD / NOT AN OPEN PUBLIC RECORD

AGENCY ORI NUMBER	CASE NUMBER	DATE OF REPORT (MMDDCCYY)	PAGE OF
KS0870300	12C28424	4/25/12	2

METHOD OF OPERATION

INSTRUMENT USED FOR ENTRY: 1 ☐ KEY 2. ☐ PRY TOOL 3 ☐ SAW/DRILL 4 ☐ HAMMER 5 ☐ BOLT CUTTER 6 ☐ CHOPPING TOOL 7 ☐ VISE GRIPS 8 ☐ PHYSICAL FORCE 9 ☐ THROWN OBJECT 10 ☐ OTHER 11 ☑ NOT APPLICABLE

POINT OF ENTRY: 9 ☑ NOT APPLICABLE 1. ☐ FRONT 2. ☐ REAR 3. ☐ SIDE 4. ☐ ROOF

POINT OF EXIT: 9 ☑ NOT APPLICABLE 1. ☐ FRONT 2. ☐ REAR 3. ☐ SIDE 4. ☐ ROOF

PREMISE NEIGHBORHOOD: R. ☐ RURAL / FARM / AGRICULTURE S. ☐ SUBURBAN / RESIDENCE B. ☑ URBAN / BUSINESS / COMMERCIAL U. ☐ UNINHABITED

SAFE ENTERED: 1. ☐ YES 2. ☐ NO 3. ☐ ATTEMPTED 4. ☐ REMOVED 5. ☐ PEELED 6. ☐ EXPLODED 7. ☐ COMBINATION KNOWN 9 ☑ NOT APPLICABLE

INCIDENT ACTIVITY: C. ☐ DOMESTIC VIOLENCE CHILDREN PRESENT D. ☐ DOMESTIC VIOLENCE J. ☐ CAR JACKING N ☑ NOT APPLICABLE

SUSPECT #

NAME LAST	FIRST	MIDDLE
ZOGLEMAN	JESSE	A

ADDRESS STREET: 2528 N. WILDROSE CT. CITY: STATE: ZIP:

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES
993-6532	W	M	N	R	31	8/22/80	5'9	185	BRN	HZL

SOCIAL SECURITY NUMBER	EMPLOYER / SCHOOL	ADDRESS	TELEPHONE NUMBER (WORK/SCHOOL)
513-42-8484	PURE ENTERTAINMENT	8545 W. IRVING	440-4740

MONIKERS / ALIAS

ADDITIONAL SUSPECT DESCRIPTORS

VEHICLE: ☐ IMPOUNDED ☐ TARGET ☐ STOLEN ☐ EMBEZZLED ☐ RECOVERED ☐ SUSPECT ☐ ASSOCIATED ☐ OTHER ☐ HOLD FOR

MAKE	YEAR	MODEL	COLOR	VEHICLE STYLE

LICENSE NUMBER	YEAR	STATE	VEHICLE IDENTIFICATION NUMBER	OTHER

01

NAME LAST	FIRST	MIDDLE
LIPPE	BETHANY	D

ADDRESS STREET: 2712 DANBURY RD CITY: AUGUSTA STATE: KS ZIP: 67010

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES
207-6358	W	F	N	R	34	3/1/78	5'5	130	BRN	GRY

SOCIAL SECURITY NUMBER	EMPLOYER / SCHOOL	ADDRESS	TELEPHONE NUMBER (WORK/SCHOOL)
	HEARTSPRING	8700 E. 29TH N	634-8761

MONIKERS / ALIAS

ADDITIONAL SUSPECT DESCRIPTORS

VEHICLE: ☐ IMPOUNDED ☐ TARGET ☐ STOLEN ☐ EMBEZZLED ☐ RECOVERED ☐ SUSPECT ☐ ASSOCIATED ☐ OTHER ☐ HOLD FOR

MAKE	YEAR	MODEL	COLOR	VEHICLE STYLE

LICENSE NUMBER	YEAR	STATE	VEHICLE IDENTIFICATION NUMBER	OTHER

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EVIDENCE OBTAINED: ☐ LATENT PRINTS ☐ HAIR ☐ WEAPONS / TOOLS ☐ BLOOD ☐ SEXUAL ASSAULT KIT ☐ DOCUMENTS ☐ STAINS ☐ ALCOHOL ☐ SEMEN ☐ DRUGS ☐ OTHER PRINTS ☐ PHOTOS ☑ OTHER ___

SSN OF VICTIM: SSN OF RP/WO

SYNOPSIS: R1 RPTS S1 ENTERING INTO BUSINESS DEALS WHILE HIS COMPANY WAS NOT PROPERLY LICENSED BY V1 AT ABOVE T/D/L.

NARRATIVE: ON 4/3/12 I WAS DIRECTED BY LT. M. DUNBAR #1076 TO CONTACT 01 IN REFERENCE TO A POSSIBLE BUSINESS DEAL BETWEEN HEARTSPRING AND S1's COMPANY, MOONWALKS FOR FUN, INC. I WAS ADVISED THAT MOONWALKS FOR FUN, INC. WAS OPERATING WITHOUT A PROPER CITY LICENSE BY ENTERING INTO AN AGREEMENT WITH HEARTSPRING TO PROVIDE INFLATABLE BOUNCERS FOR AN EVENT AT HEARTSPRINGS CAMPUS WITHOUT THE PROPER CITY OF WICHITA LICENSE. I WAS LATER ADVISED THAT S1 THROUGH MOONWALKS FOR FUN INC. HAD ALSO MADE ANOTHER AGREEMENT WITH INTRUST BANK ARENA GENERAL MANAGER, R2 TO PROVIDE INFLATABLE BOUNCERS FOR THE "RIBFEST" EVENT WITHOUT BEING PROPERLY LICENSED.

SIGNATURE: [signature] #261

KANSAS OFFENSE REPORT SUPPLEMENTAL NAMES / FRONT PAGE OPEN PUBLIC RECORD

NAME OF AGENCY	AGENCY ORI NUMBER	CASE NUMBER	DATE OF REPORT (MMDDCCYY)	PAGE OF
WICHITA POLICE DEPARTMENT	KS0870300	12C 28424	4/25/12	2 OF 2

VICTIM # 02

TYPE OF VICTIM: I ☐ INDIVIDUAL S ☐ SOCIETY/PUBLIC R ☐ RELIGIOUS ORGANIZATION O ☐ OTHER B ☐ BUSINESS F ☐ FINANCIAL INSTITUTION G ☐ GOVERNMENT U ☐ UNKNOWN

VICTIM OF OFFENSE NUMBER (CHECK): 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐

NAME: LAST BOLESKI FIRST ANTHONY MIDDLE J

ADDRESS: STREET 500 E. WATERMAN CITY WICHITA STATE KS ZIP 67202

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES
347-9083	W	M	N	R		12/16/76				

DRIVERS LICENSE NUMBER: DL STATE: E-MAIL ADDRESS: EMPLOYER/SCHOOL: INTRUST BANK ARENA

TELEPHONE NUMBER (WORK/SCHOOL): 440-9015 ADDRESS: STREET CITY STATE ZIP

CIRCUM. AGG ASLT/BATTERY (MAX 2): VICTIMS RELATIONSHIP TO CORRESPONDING SUSPECT NUMBER (INDICATE ALL SUSPECTS) 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. TYPE OF INJURY (MAX 5) 1. 2. 3. 4. 5.

VICTIM #

TYPE OF VICTIM: I ☐ INDIVIDUAL S ☐ SOCIETY/PUBLIC R ☐ RELIGIOUS ORGANIZATION O ☐ OTHER B ☐ BUSINESS F ☐ FINANCIAL INSTITUTION G ☐ GOVERNMENT U ☐ UNKNOWN

VICTIM OF OFFENSE NUMBER (CHECK): 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐

NAME: LAST FIRST MIDDLE

ADDRESS: STREET CITY STATE ZIP

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES

DRIVERS LICENSE NUMBER: DL STATE: E-MAIL ADDRESS: EMPLOYER/SCHOOL

TELEPHONE NUMBER (WORK/SCHOOL): ADDRESS: STREET CITY STATE ZIP

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NAME: LAST FIRST MIDDLE

ADDRESS: STREET CITY STATE ZIP

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES

DRIVERS LICENSE NUMBER: DL STATE: E-MAIL ADDRESS: EMPLOYER/SCHOOL

TELEPHONE NUMBER (WORK/SCHOOL): ADDRESS: STREET CITY STATE ZIP

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NAME: LAST FIRST MIDDLE

ADDRESS: STREET CITY STATE ZIP

TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES

DRIVERS LICENSE NUMBER: DL STATE: E-MAIL ADDRESS: EMPLOYER/SCHOOL

TELEPHONE NUMBER (WORK/SCHOOL): ADDRESS: STREET CITY STATE ZIP

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REPORTING OFFICER	BADGE / ID	DATE	COPIES TO

CRIMINAL INVESTIGATION RECORD / NOT AN OPEN PUBLIC RECORD

AGENCY ORI NUMBER	CASE NUMBER	DATE OF REPORT (MMDDCCYY)
KS0870300		

SUSPECT #

NAME LAST	FIRST	MIDDLE								
ADDRESS STREET	CITY	STATE	ZIP							
TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES
SOCIAL SECURITY NUMBER	EMPLOYER/SCHOOL	ADDRESS	TELEPHONE NUMBER (WORK/SCHOOL)							
MONIKERS / ALIAS										
ADDITIONAL SUSPECT DESCRIPTORS										
VEHICLE MAKE	YEAR	MODEL	COLOR	VEHICLE STYLE						
LICENSE NUMBER	YEAR	STATE	VEHICLE IDENTIFICATION NUMBER	OTHER						

SUSPECT #

NAME LAST	FIRST	MIDDLE								
ADDRESS STREET	CITY	STATE	ZIP							
TELEPHONE NUMBER (HOME)	RACE	SEX	ETHNICITY	RES / N-RES	AGE	DATE OF BIRTH (MMDDCCYY)	HEIGHT	WEIGHT	HAIR	EYES
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VEHICLE MAKE	YEAR	MODEL	COLOR	VEHICLE STYLE						
LICENSE NUMBER	YEAR	STATE	VEHICLE IDENTIFICATION NUMBER	OTHER						

SSN OF VICTIM #	SSN OF VICTIM #	SSN OF VICTIM #
SSN OF VICTIM #	SSN OF VICTIM #	SSN OF VICTIM #

NARRATIVE:

364-720-3

ARTICLES OF INCORPORATION

2004 JUN 17 PM 4:59

FILED
SECRETARY OF STATE

OF

MOONWALKS FOR FUN, INC.

ARTICLE I. Name. The name of this corporation is Moonwalks for Fun, Inc.

ARTICLE II. Registered Office and Resident Agent. The registered office of the corporation in the state of Kansas is in Sedgwick County, at 10300 West Maple, Wichita, Kansas 67209. The resident agent at that address is Jesse Zogleman.

ARTICLE III. Nature of Business. This is a corporation, organized for profit. The nature of the business and purposes to be conducted or promoted are to engage in any lawful act or activity for which corporations may be organized under the Kansas General Corporation Code, as may be amended from time to time.

ARTICLE IV. Capital Stock. This corporation is authorized to issue ten thousand (10,000) shares of common stock having no par value.

ARTICLE V. Incorporator. The name and mailing address of the incorporator is:

Thomas L. Wilson
150 North Main, Suite #400
Wichita, Kansas 67202

ARTICLE VI. Initial Director. The powers of the incorporator terminate upon the filing of these Articles of Incorporation, and the name and mailing address of the persons who are to serve as director until the first annual meeting of stockholders or until their successors are elected and qualified, are:

Jesse Zogleman
10300 West Maple
Wichita, Kansas 67209

Duane Zogleman
10300 West Maple
Wichita, Kansas 67209

06-18-2004	09:39:00
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ARTICLE VII. Bylaws. The power to adopt, repeal and amend the bylaws of this corporation shall reside in the Board of Directors of this corporation.

IN TESTIMONY WHEREOF, I have hereunto set my name this 17 day of June, 2004.

Thomas L. Wilson

Thomas L. Wilson

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT KNOWN, that personally appeared before me, a Notary Public, came Thomas L. Wilson, who is the same person who executed the foregoing instrument in writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 17th day of June, 2004.

SHELLY CATHER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 03-31-05

Shelly Cather

Notary Public

I hereby certify this to be a true and correct copy of the original on file.
Certified on this date: May 7, 2012
KRIS W. KOBACH
Secretary of State

City of Wichita
City Council Meeting
June 12, 2012

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request (McGinty Machine Company Inc.) (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

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

Background: McGinty Machine Company, Inc. ("MMC") has manufactured precision tools, parts and assemblies in the Wichita area for the aerospace industry since 1948. MMC is looking to acquire additional square footage to accommodate its growth.

After submitting a letter of intent to the City, McGinty Machine Company, Inc. is now requesting approval of an Economic Development Tax Exemption ("EDX") for a building expansion.

Analysis: McGinty Machine Company, Inc. was founded over 60 years ago in Wichita. MMC intends to purchase the vacant Big Dog Motorcycle building located at the northwest corner of Douglas and Hydraulic, in downtown Wichita. This will allow MMC the opportunity to increase production and diversify services. The new facility will house a sheet metal operation dedicated to brake parts, Hydro form parts, shear materials and will give MMC space to build small to medium sized assemblies and CNC router parts.

The building will be purchased by Mac Advantage Investments, LLC (owned by Don McGinty) and leased to its fully owned subsidiary McGinty Machine Company, Inc. Big Dog stopped production in the building on April 11, 2010, however, did store trucks and motorcycles in the building until recently. Waterview Realty, Sheldon Coleman's real estate entity says the last employee to work in building in any capacity was October 2010.

MMC currently occupies 43,000 square feet of office, manufacturing and warehouse space. The expansion project will add 21,755 additional square feet. The expansion project will retain 28 jobs and add 30 more over the next five years.

Based upon capital investment, job creation/retention and expansion in a targeted location McGinty Machine Company, Inc. would qualify for a 100%, five-plus-five year tax exemption under the City's economic development incentive policy. However, the policy requires existing buildings to be out-of-service for at least three years to qualify for tax exemption. The former Big Dog Motorcycles building has been out-of-service since October 2010. Staff recommends a waiver of the vacancy requirement for this project because this ~~building and its tax abatement are critical to the company's expansion plans~~ **business is part of a target industry for economic development incentives and reuse of the building is considered unlikely in the near future**. **Staff will provide the City Council with revisions to the incentive policy in the near future which will include this basis for waiving the vacancy requirement for abatement of existing buildings.**

Financial Considerations: Based on the 2011 mill levy, the estimated taxable value of exempted property for the first full year is approximately $27,069. The value of the 100% real property tax exemption as applicable to taxing jurisdictions is:

City	$7,281	State	$ 338
County	$6,621	USD 259	$12,829

Wichita State University's Center for Economic Development and Business Research performed a cost-benefit analysis indicating benefit-to-cost ratios, which are as follows:

City of Wichita General Fund	2.83 to one
City of Wichita Debt Service Fund	4.15to one
Sedgwick County	2.28 to one
USD 259	1.00 to one
State of Kansas	73.33 to one

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: The Law Department has approved the attached Ordinance and Economic Development Incentive Agreement as to form.

Recommendations/Actions: It is recommended that the City Council close the public hearing and approve first reading of the ordinance granting McGinty Machine Company, Inc., a 100% tax exemption on the identified real property improvements for a five year term, plus a 100% tax exemption for a second five-year term, subject to City Council review.

Attachments: Ordinance, Economic Development Incentive Agreement

Economic Development Incentive Agreement

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the "Agreement") is made and entered into on this ____ day of _____, 2012, by and between the City of Wichita, Kansas, hereinafter referred to as the "City," and Mac Advantage Investments, LLC and McGinty Machine Company, Inc. hereinafter referred to as the "Companies."

WHEREAS, the Companies currently operate a facility in Wichita, Kansas, for manufacturing and warehousing of precision tools, parts and assemblies**,** and, as of December 31, 2012 will have completed an expansion by acquiring and equipping a building; and

WHEREAS, both the City and the Companies desire for the Companies to continue operating in Wichita, Kansas; and

WHEREAS, the City desires to increase employment opportunities for the citizens of Wichita, Kansas, and to further the other goals advanced by its economic development incentive policy; and

WHEREAS, the Companies warrant that they are capable of, and desire to, increase the number of employment positions at their Wichita, Kansas facility; and

WHEREAS, the City has designed an economic development incentive program to accomplish its goal of increasing employment opportunities in Wichita, Kansas; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which the City will cooperate in furnishing said economic development incentives.

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

1. **THE COMPANIES.** The Companies agree (to the extent not already hitherto performed) that they shall do the following:

   A. Between May 1, 2012 and December 31, 2012, the Companies will have completed the acquisition and equipping of a manufacturing and warehousing building, located at 1630 E. Douglas, Wichita, Kansas, at a cost of $4,900,000, to be used exclusively for the purposes of manufacturing and warehousing articles of commerce;

   B. Maintain, throughout the period from the date of this Agreement to December 31, 2017 employment of not less than twenty-eight (28) employees at the existing manufacturing facility;

C. On or prior to January 1, 2018, the Companies will add an additional thirty (30) new jobs at the new manufacturing facility, and thereafter, maintain employment of not less than fifty-eight (58) employees at the combined manufacturing facility, through at least December 31, 2022;

D. During the entire term of this Agreement, the Companies will continuously maintain the average wage paid to employees at a level (1) equal to or greater than the average wage paid by businesses in the Wichita Metropolitan Statistical Area with the Companies' NAICS classification, or alternatively, (2) greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Sector 326;

E. During the entire term of this Agreement, the Companies will meet any Equal Employment Opportunity/Affirmative Action goals set forth in their periodic filings with the City, and will annually file their Equal Employment Opportunity/Affirmative Action Plan with the City;

F. During the entire term of this Agreement, the Companies will timely pay all *ad valorem* property taxes levied on their real or personal property within Sedgwick County, Kansas;

G. During the entire term of this Agreement, the Companies will ensure that they do not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and the Company will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws, amendments or regulations promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently existing or hereafter enacted, which pertains to civil rights and equal employment opportunity;

H. During the entire term of this Agreement, the Companies will comply with all applicable governmental laws, rules and regulations; and,

I. During the entire term of this Agreement, the Companies will cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the Companies and any inspection of the Companies' premises or interviews with the Company's staff.

2. **EFFECT OF COMPANIES' BREACH; REMEDIES**. The Companies acknowledge that in the event of their noncompliance with any of their obligations or agreements under the foregoing Section 1, the City will not have received the social and economic development benefits expected in connection with its entry into this Agreement and its furnishing of the economic development incentives provided for hereunder, and the resulting loss to the City will be difficult to measure. In such event, Companies shall be required to pay to the City, as liquidated damages, or as a payment in lieu of tax, an amount equal to the *ad valorem* taxes that would theretofore have been payable but for the tax exemption referred to in Section 3 of this Agreement, and the City shall be entitled to take action to cancel and revoke such exemption for any subsequent period. No delay or omission by the City to enforce any of its rights as provided for herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right.

3. **THE CITY.** So long as the Companies meet and perform their obligations under this Agreement, it is the City's intention that the 21,755 square foot building acquired by the Companies pursuant to Section 1.A., above, shall be entitled to an 100% exemption from *ad valorem* taxation for a period of five (5) calendar years, commencing January 1, 2013, provided proper application is made therefor. It is the City's further intention that the building expansion shall be entitled to a 100% exemption from *ad valorem* taxation for an additional period of five years from January 1, 2018 to December 31, 2022, subject to the approval, in 2017 of the then current governing body. The City agrees that, during the term of this Agreement, and so long as the Companies continue to meet and perform all of their obligations under this Agreement, the City will reasonably cooperate with the Companies' efforts to perfect the intended exemption before the Kansas Court of Tax Appeals, and to make all necessary annual filings required to maintain such *ad valorem* tax exemption in full force and effect during the term of this Agreement, in accordance with K.S.A. 79-210 *et seq.*

4. **TERM.** This Agreement shall commence on the date first written above, and shall end on December 31, 2022.

5. **INCORPORATION OF APPENDIX**. Appendix A (Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements) is attached hereto and made a part hereof as if fully set out herein.

6. **ENTIRE AGREEMENT.** This Agreement and any Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. In the event of a conflict between the terms of this Agreement and the terms

contained in an Appendix, Statement of Work or other attachment, the terms of this Agreement will control.

7. **NOTIFICATION.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

City: Office of Economic Development
Attn: Economic Development Administrator
455 North Main, 13th Floor
Wichita, Kansas 67202

and

Department of Law
Attn: City Attorney
455 North Main, 13th Floor
Wichita, Kansas 67202

Companies: McGinty Machine Company, Inc.
Attn: Mr. Don McGinty
222 N. Hydraulic
Wichita, KS 67214

Mac Advantage Investments, LLC
Mr. Don McGinty
222 N. Hydraulic
Wichita, KS 67214

8. **AUTHORITY.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

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

CITY OF WICHITA, KANSAS

ATTEST:

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

Mac Advanatge Investments, LLC

APPROVED AS TO FORM:

_____

Gary Rebenstorf
Director of Law

_____

Name: _____
Title: _____

McGinty Machine Company, Inc.

_____

Name: _____
Title: _____

APPENDIX A

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

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

OCA 028001

_____FIRST PUBLISHED IN THE WICHITA EAGLE ON JUNE 22, 2012_____

ORDINANCE NO. 49-290

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF MAC ADVANTAGE INVESTMENTS, LLC/MCGINTY MACHINE COMPANY, INC., SO EXEMPTED.

WHEREAS, Article 11, Section 13, of the Kansas Constitution provides that the governing body of the City may, by Ordinance, exempt from all ad valorem taxation all or any portion of the appraised value of certain property meeting the requirements of the constitutional provision; and

WHEREAS, the City of Wichita has adopted an Economic Development Incentive Policy by which the City will consider granting tax exemptions upon a clear and factual showing of direct economic benefit including the creation of additional jobs or the upgrading of existing jobs and the stimulation of additional private investment; and

WHEREAS, Mac Advantage Investments, LLC, requests an ad valorem tax exemption on a proposed expansion project of 100% for a five-plus-five year term on the acquisition of a building and certain pieces of equipment to be leased to McGinty Machine Company, Inc.; and

WHEREAS, McGinty Machine Company, Inc. will have a lease with a real estate holding entity, Mac Advantage Investments, LLC, which is owned by the owner of McGinty Machine Company, Inc.; and

WHEREAS, McGinty Machine Company, Inc. has operated within the City for more than sixty years as a manufacturer of precision tools, parts and assemblies; and

WHEREAS, Mac Advantage Investments, LLC/McGinty Machine Company, Inc., proposes a $4,900,000 expansion by the acquisition of a building and certain pieces of equipment to be located at 1630 E. Douglas in downtown Wichita; and

WHEREAS, Under state law, EDX exemptions are not allowed for leased property unless the company qualifying for EDX is related to the landlord by ownership; and

WHEREAS, An EDX exemption must also be granted on property owned by the qualifying company for the same term; and

WHEREAS, McGinty Machine Company, Inc., proposes $150,000 in equipment to be exempted; and

WHEREAS, the City Council of the City of Wichita has reviewed the application and supporting documentation supplied by Mac Advanatage Investments, LLC/McGinty Machine Company, Inc., has reviewed the impact statements provided by Staff, and the Cost-Benefit Analysis by the Wichita State University and has conducted a public hearing on such application on June 12, 2012; and

WHEREAS, the City Council of the City of Wichita has found and determined:

1. McGinty Machine Company, Inc. is an existing business located in Wichita, Kansas, and intends to expand its business by the acquisition of a building and certain pieces of equipment.

2. The acquisition of the building and certain pieces of equipment for which exemption is given occurred after May 1, 2012. No exemption will be given for acquisition which occurred before that date.

3. Such acquisition is to be used exclusively for manufacturing and warehousing articles of commerce.

4. By such expansion, McGinty Machine Company, Inc. will create new employment for 30 employees within five years after the start of the project.

5. Tax exemption will be given only for the acquisition of a building and integrally-related machinery and equipment.

6. The property on which exemption is given will meet the requirements of the Kansas Constitution and the City of Wichita's Economic Development Incentive Policy.

7. Such ad valorem tax exemption is in the public interest providing for economic growth and benefit including the creation of jobs and stimulating additional private investment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS,

1. The City Council of the City of Wichita, Kansas hereby makes a factual determination that an ad valorem tax exemption of the type requested by Mac Advantage Investments, LLC/McGinty Machine Company, Inc. is required to retain and add jobs in the State of Kansas, and that the property to be exempted is to be used exclusively for manufacturing and warehousing articles of commerce.

2. Mac Advantage Investments, LLC/McGinty Machine Company, Inc. is hereby granted an ad valorem tax exemption of 100% for a five-year term on the acquisition of a building and the purchase of personal property described as a Komo VMC40-180 (S/N 22418) and 100% for a second five years, subject to approval by the then current governing body, all to be located within the Wichita City limits at 1630 E. Douglas in downtown Wichita, at an estimated cost of $4,900,000. Such exemption is to begin in the calendar year after the calendar

year in which the expansion is completed, and may be terminated early (and Mac Advantage Investments, LLC/McGinty Machine Company, Inc. may be required to repay amounts previously abated), in the event of any failure by Mac Advantage Investments, LLC/McGinty Machine Company, Inc., to perform its obligations under the Economic Development Incentive Agreement it has executed with the City.

3. The Economic Development Incentive Agreement between the City of Wichita and Mac Advantage Investments, LLC/McGinty Machine Company, Inc. is hereby approved.

4. The Office of Urban Development shall be responsible for monitoring the performance of Mac Advantage Investments, LLC/McGinty Machine Company, Inc. and shall provide annual reports on such performance.

5. Such exemption is subject to verification that the level of employment at the time of the completion of the project is at least equal to the level of employment as stated in Mac Advantage Investment, LLC/McGinty Machine Company, Inc.'s written request for ad valorem tax exemptions as presented to the City Council and to administrative staff and dated May 14, 2012 and as stated in Mac Advantage Investment, LLC/McGinty Machine Company, Inc.'s annually approved EEO/AA Plan.

6. Such exemption may hereafter be withdrawn by the City Council upon a finding that Mac Advantage Investment, LLC/McGinty Machine Company, Inc. no longer is entitled to such exemption in accordance with the Economic Development Incentive Agreement, which Mac Advantage Investment, LLC/McGinty Machine Company, Inc. has executed with the City.

7. The City Council may, at its discretion, require Mac Advantage Investment, LLC/McGinty Machine Company, Inc. to return all funds exempted if there is a failure to meet the terms and conditions of the Economic Development Incentive Agreement which Mac Advantage Investment, LLC/McGinty Machine Company, Inc. has executed with the City.

8. Upon finding that Mac Advantage Investment, LLC/McGinty Machine Company, Inc. has failed to meet its obligations under the Economic Development Incentive Agreement, the City Council shall require the repayment of all prior amounts of taxes that have been exempted and shall withhold any future exemption of taxes on Mac Advantage Investment, LLC/McGinty Machine Company, Inc.'s expansion project. All repayments shall be redistributed to the local taxing authorities at the proper taxing rates.

9. This Ordinance shall be in full force and effect from and after its passage and publication in the official City paper.

Passed by the governing body of the City of Wichita, Kansas this 19th day of June, 2012.

_____

Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, City Attorney

Agenda Item No. IV-3

City Of Wichita
City Council Meeting
June 12, 2012

TO: Mayor and City Council

SUBJECT: Amendments to Speed Limit Ordinance, Section 11.96.010 (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Place the ordinance on first reading.

Background: City of Wichita Ordinance 11.24.040 requires an engineering and traffic investigation to determine speed limits that are safe for operation of vehicles. The Traffic Engineer is assigned the task of conducting traffic studies on streets within the corporate limits of the City of Wichita, and designating the maximum speed for vehicles operating on the streets and roadways of the City of Wichita. The maximum speeds required for safe operation must be designated in City of Wichita Ordinance 11.96.010. Due to the creation of new streets within the corporate limits of the City of Wichita, as well as updated investigations or studies on existing streets, City of Wichita Ordinance 11.96.010 must be amended.

Analysis: Amendments to City of Wichita Ordinance 11.96.010 would designate safe maximum speed for operation of vehicles on the streets of the City of Wichita, in compliance with City of Wichita Ordinance 11.24.040. The speeds designated by City of Wichita Ordinance 11.96.010 are posted for drivers utilizing these streets.

Financial Considerations: There is no cost to the City.

Goal Impact: The amended Ordinance addresses the Safe and Secure Community goal by setting the speed limits at the appropriate speed.

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

Recommendations/Actions: It is recommended that the City Council place the ordinance on first reading and authorize the necessary signatures.

Attachment: Delineated and final copies of the proposed ordinance.

(First Published in The Wichita Eagle on June 22, 2012)

June 2012

ORDINANCE NO. 49-287

AN ORDINANCE AMENDING SECTION 11.96.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CRIME OF SPEEDING AND REPEAL OF THE ORIGINAL SECTION 11.96.010

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

Section 1. 11.96.010 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 11.96.010. Speed limits.
In accordance with the provisions of Section 11.24.040 of this Code, and when signs are erected giving notice thereof, the maximum speed limit, except as provided for in Section 11.20.150, should be as set forth in this schedule upon those streets or portions thereof, or areas of street system and at the time specified herein.

	Maximum Speed Limits Miles Per Hour
A. Areas of Street Systems Affected:	
All other streets within the city limits other than those listed within subsection B of this section	30
B. Name of Street and Portion Affected:	
Airport Road from Kellogg Avenue to Harry Street	40
Amidon Avenue from Thirty-third Street North to Twenty-ninth Street North	40
Amidon Avenue from Twenty-ninth Street North to Twenty-first Street North	35
Amidon Avenue from Twenty-first Street North to Seventeenth Street North extended	40
Arkansas Avenue from Twenty-ninth Street North to Forty-sixth Street North	35
Arkansas Avenue from Forty-sixth Street North to north city limits	40

Armour Drive from Kellogg Avenue to Lincoln Street	35
Broadway Avenue from the north city limits to the south city limits:	
1. From the north city limits to Twenty-first Street North	40
2. From Pawnee Avenue to Patterson Avenue	35
3. From Patterson Avenue to Forty-seventh Street South	40
4. From Forty-seventh Street South to the south city limits	45
Central Avenue from the west city limits to the east city limits:	
1. From the west city limits to McLean Blvd	40
2. From Nims Street to Waco Street	35
3. From Washington Street to Oliver	35
4. From Oliver to ~~east city limits~~ Webb	40
5. From Webb to Greenwich	35
6. From Greenwich to the east City Limits	40
Cider Street from 350' east of Minnesota Avenue to Grove Street	40
Cider Street from Grove Street to Seventy-first Street South	50
Douglas Avenue from Washington Avenue to Edgemoor Drive	35
Douglas Avenue from Eastborough city limits to Webb Road	40
Douglas Avenue from West Street to Seneca Street	35
Edwards Avenue from McCormick Avenue to Maple Street	35
Fifty-fifth Street South from the west city limits to Hydraulic Avenue	40
Fifty-third Street North from the west city limits to the east city limits	40
Forty-fifth Street North from Oliver Street to the west city limits	45
Forty-fifth Street North from Rock Road to east city limits	40
Forty-seventh Street South from the west city limits to the east city limits	40
Forty-third Street North from Webb Road to Lindberg Street	40
George Washington Boulevard from Lincoln Street to Thirty-first Street South	40
Greenwich Road from the north city limits to the south city limits	40
Grove Street from Central Avenue to Kellogg Street	35
Grove Street from Kellogg Street to Lincoln Street	40

Grove Street from Cider Street to Sixty-third Street South	50
Harry Street from Airport Road to Woodchuck	40
Harry Street from K-42 (Southwest Boulevard) to West Street	40
Harry Street from Southeast Boulevard (K-15) to Hydraulic Avenue	35
Harry Street from Hydraulic Avenue to One-hundred Twenty-seventh Street East	40
Harry Street from One-Hundred Twenty-seventh Street East Avenue to the east city limits	55
Hillside Avenue from Ninth Street North to Twenty-seventh Street North	35
Hillside Avenue from Twenty-seventh Street North to Thirty-seventh Street North	40
Hillside Avenue from Thirty-seventh Street north to Forty-fifth Street North	50
Hillside Avenue from Forty-fifth Street North to the north city limits	45
Hillside Avenue from Central Avenue to Thirty-first Street South	35
Hoover Street from Pueblo Drive to the south city limits	45
Hoover Street from Twenty-first Street North to the north city limits	35
Hydraulic Avenue from I-135 northbound on-off ramps to the north city limits	40
Hydraulic Avenue from Osie to Thirty-First Street South	35
Hydraulic Avenue from Thirty-first Street South to the south city limits	40

	Max.	Min.
I-135 from the north city limits to the south city limits	60	40
I-235 from the north city limits to the south city limits	65	40

	Max.
K-96 from I-135 to 1/2 mile west of Hillside Avenue	55
K-96 from 1/2 mile west of Hillside Avenue to the east city limits	65
Kellogg Drive from One-hundred Nineteenth Street West to Mid-Continent Road	40

Kellogg Drive from Mid-Continent Road to Hoover	35
Kellogg Drive from Oliver Street to Cypress	40
Learjet Way from Mid-Continent Road to 2000' west of Mid-Continent Road	40
Lincoln Street from Rock Road to Grove Street	35
Lincoln Street from Grove Street to Hydraulic Avenue	40
Lincoln Street from Hydraulic Avenue to Washington Street	35
Lincoln Street from McLean to Osage	35
Lindberg Street from Thirty-seventh Street North to Forty-third Street North	40
MacArthur Road from the west city limits to the Big Arkansas River	40
Maize Road from the north city limits to 1000’ south of Twenty-ninth Street North	45
Maize Road from 1000’ South of Twenty-ninth Street North to Pawnee Street	40
Maize road from Pawnee Street to the south city limits	45
Maple Street from the west city limits to Country View	50
Maple Street from Country View to Sheridan	40
Maple Street from Sheridan to Seneca Avenue	35
McCormick Avenue from Osage Street to West Street	35
McLean Boulevard from Seventeenth Street North extended to Seneca Avenue	40
McLean Boulevard from Seneca Avenue to Taft Avenue	35
McLean Boulevard from Taft Avenue to Thirtieth Street South	40
Meridian Avenue from the south city limits to May Avenue	40
Meridian Avenue from May Avenue to University Avenue extended	35
Meridian Avenue (North Meridian Avenue) from the south side of I-235 to the north city limits	45
Mid-Continent Road from University Avenue to Kellogg	40
Mid-Continent Road from Kellogg to south city limits	45
Mosley Avenue from Murdock Avenue to Twenty-first Street North	35
Mt. Vernon Road from Woodlawn Avenue to Grove Street	35
Mt. Vernon Road from Grove Street to Hydraulic Avenue	40
Mt. Vernon Road from Hydraulic Avenue To K-15 (Southeast Blvd)	35
Murdock Avenue from Nims Avenue to North River Boulevard	20
Norman Avenue from K-42 (Southwest Boulevard) to MacArthur Road	35
Ninth Street North from Grove Street to southbound ramps of I-135	35

Oak Knoll from Rock Road to Pawnee	40
Ohio Avenue from Twenty-sixth Street North to Thirty-seventh Street North	35
Oliver Street from the north city limits to the south city limits:	
1. From the north city limits to Seventeenth Street	40
2. From Seventeenth Street to Kinkaid Street	35
3. From Kinkaid Street to the south city limits	40
One-hundred Nineteenth Street West from the north city limits tosouth city limits	40
One-hundred Twenty-seventh Street East from the north city limits to the south city limits	40
One hundred thirty-fifth street west from the north city limits to the south city limits	40
One-hundred Fifty-first Street west from the north city limits to the south city limits	40
Opportunity Drive	20
Orient Boulevard from Seneca Avenue to Meridian Avenue	35
Pawnee Avenue from Maize Road to west City Limits	40
Pawnee Avenue from West Street to Seneca Avenue	40
Pawnee Avenue from Seneca Avenue to Hillside Avenue	35
Pawnee Avenue from Hillside Avenue to the east city limits	40
Pueblo Drive from Hoover Street to Airport Road	40
Ridge Road from University Avenue to 800' north of Twenty-ninth Street North	40
Ridge Road from 800' north of Twenty-ninth Street North to Thirty-seventh Street North	45
Ridge Road from Thirty-seventh Street North to the north city limits	50
Rock Road from the north city limits to Thirty-seventh Street North	35
Rock Road from Thirty-seventh Street North to Pawnee Avenue	40
Rock Road from Pawnee Avenue to the south city limits	45
Seneca Avenue from Maple Street to Kellogg Street	35
Seneca Avenue from Kellogg Street to the south city limits	40
Seventeenth Street North from Grove Avenue to Brainard Street	35
Seventeenth Street North from Brainard to Oliver Street	40
Seventy-first Street South from Cider Street to the east city limits	50

Sixty-first Street North from the east city limits to the west city limits	40
Southeast Boulevard (K-15) from the southeast city limits to Pawnee Avenue	50
Southeast Boulevard (K-15) from Pawnee Avenue to Zimmerly Street extended	45
Southwest Boulevard (K-42) from Kellogg (U.S. 54) to McCormick Avenue	35
Southwest Boulevard (K-42) from McCormick Avenue to the west city limits	50
Taft Avenue from Mid-Continent Road to Julia Street	40
Thirteenth Street North from the east city limits to Governeour Road	40
Thirteenth Street North from Governeour Road to Mosley Avenue	35
Thirteenth Street North from North River Boulevard to Zoo Boulevard	35
Thirteenth Street North: portions west of the Flood Control right-of-way and within the city limits	40
Thirty-first Street South from Broadway Avenue to West Street	35
Thirty-first Street South from K-15 (Southeast Boulevard) to Oliver Street	40
Thirty-third Street North from Broadway Avenue to Arkansas Avenue	30
Thirty-seventh Street North from Womer Drive to Amidon Avenue	35
Thirty-seventh Street North from Amidon Avenue to Broadway Avenue	40
Thirty-seventh Street North from Broadway Avenue to a point 725 feet east of St. Francis	35
Thirty-seventh Street North from a point 725 feet east of St. Francis to Oliver Street	40
Thirty-seventh Street North from Woodlawn Avenue to the east city limits	40
Thirty-seventh Street North from 1/2 mile west of Hoover to the west city limits	40
Thirty-ninth Street North from Toben to Webb Road	40
Toben from Thirty-seventh Street North to Thirty-ninth Street North	40
Towne East Drive Parkway from Douglas to Kellogg	35
Turnpike Drive from Thirty-first Street to the south city limits	35
Twenty-first Street North from Broadway Avenue to Hillside Avenue	35
Twenty-first Street North from Hillside Avenue to the east city limits	40
Twenty-first Street North from Amidon Avenue to Arkansas Avenue	35
Twenty-first Street North from Amidon Avenue to West Street	40
Twenty-first Street North from Hoover Street to 1/4 mile east of Hoover Street	45
Twenty-first Street North from Ridge Road to the west city limits	40

Twenty-fifth Street North from I-235 to Arkansas Avenue	35
Twenty-ninth Street North from Ridge Road to the west city limits	40
Twenty-ninth Street North from Amidon Avenue to Broadway Avenue	35
Twenty-ninth Street North from Broadway Avenue east through I-135 interchange to I-135 northbound on-off ramps	40
Twenty-ninth Street North from Oliver Street to Webb Road	40
Tyler Road from the north city limits to Harry Street	40
Tyler Road from Harry Street to the south city limits	50
U.S. 54 (Kellogg) from the west city limits to the east city limits:	
From the west city limits to Rock Road (eastbound)	60
From Rock Road to Cypress (eastbound)	40
From Cypress to the West city limits (westbound)	60
From Cypress to Zelta (eastbound)	45
From Zelta to ¼ mile east of Webb (westbound)	55
From ¼ mile east of Webb to Cypress (westbound)	45
From Zelta to the east city limits	60
Washington Avenue (K-15) from Zimmerly Street to Gilbert Street	35
Webb Road from the north city limits to 1000’ south of Forty-second Street North	45
Webb Road from 1000’ south of Forty-second Street North to the south city limits	40
Westdale Drive from Zoo Boulevard to West Street	40
West Street from the north city limits to Twenty-first Street North	45
West Street from Twenty-first Street North to the south city limits	40
West Street from Harry Street to the south city limits	40
Womer Drive from Thirty-third Street North to the south side of I-235	45
Woodlawn Avenue from the north city limits to Thirteenth Street North	40
Woodlawn Avenue from Thirteenth Street North to the south city limits	35
Yosemite Drive from Tyler Road to 400’ east of Glacier Drive	40
Zoo Boulevard from the north city limits to Central Avenue	40

Section 2. The original of Section 11.96.010 of the Code of the City of Wichita, Kansas, is hereby repealed.

Section 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 19th day of June, 2012.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law and City Attorney

(First Published in The Wichita Eagle on _____)

June 2012

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 11.96.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CRIME OF SPEEDING AND REPEAL OF THE ORIGINAL SECTION 11.96.010

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

Section 1. 11.96.010 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

Sec. 11.96.010. Speed limits.
In accordance with the provisions of Section 11.24.040 of this Code, and when signs are erected giving notice thereof, the maximum speed limit, except as provided for in Section 11.20.150, should be as set forth in this schedule upon those streets or portions thereof, or areas of street system and at the time specified herein.

	Maximum Speed Limits Miles Per Hour
A. Areas of Street Systems Affected:	
All other streets within the city limits other than those listed within subsection B of this section	30
B. Name of Street and Portion Affected:	
Airport Road from Kellogg Avenue to Harry Street	40
Amidon Avenue from Thirty-third Street North to Twenty-ninth Street North	40
Amidon Avenue from Twenty-ninth Street North to Twenty-first Street North	35
Amidon Avenue from Twenty-first Street North to Seventeenth Street North extended	40
Arkansas Avenue from Twenty-ninth Street North to Forty-sixth Street North	35
Arkansas Avenue from Forty-sixth Street North to north city limits	40

Armour Drive from Kellogg Avenue to Lincoln Street	35
Broadway Avenue from the north city limits to the south city limits:	
1. From the north city limits to Twenty-first Street North	40
2. From Pawnee Avenue to Patterson Avenue	35
3. From Patterson Avenue to Forty-seventh Street South	40
4. From Forty-seventh Street South to the south city limits	45
Central Avenue from the west city limits to the east city limits:	
1. From the west city limits to McLean Blvd	40
2. From Nims Street to Waco Street	35
3. From Washington Street to Oliver	35
4. From Oliver to ~~east city limits~~ Webb	40
5. From Webb to Greenwich	35
6. From Greenwich to the east City Limits	40
Cider Street from 350' east of Minnesota Avenue to Grove Street	40
Cider Street from Grove Street to Seventy-first Street South	50
Douglas Avenue from Washington Avenue to Edgemoor Drive	35
Douglas Avenue from Eastborough city limits to Webb Road	40
Douglas Avenue from West Street to Seneca Street	35
Edwards Avenue from McCormick Avenue to Maple Street	35
Fifty-fifth Street South from the west city limits to Hydraulic Avenue	40
Fifty-third Street North from the west city limits to the east city limits	40
Forty-fifth Street North from Oliver Street to the west city limits	45
Forty-fifth Street North from Rock Road to east city limits	40
Forty-seventh Street South from the west city limits to the east city limits	40
Forty-third Street North from Webb Road to Lindberg Street	40
George Washington Boulevard from Lincoln Street to Thirty-first Street South	40
Greenwich Road from the north city limits to the south city limits	40
Grove Street from Central Avenue to Kellogg Street	35
Grove Street from Kellogg Street to Lincoln Street	40

Grove Street from Cider Street to Sixty-third Street South	50
Harry Street from Airport Road to Woodchuck	40
Harry Street from K-42 (Southwest Boulevard) to West Street	40
Harry Street from Southeast Boulevard (K-15) to Hydraulic Avenue	35
Harry Street from Hydraulic Avenue to One-hundred Twenty-seventh Street East	40
Harry Street from One-Hundred Twenty-seventh Street East Avenue to the east city limits	55
Hillside Avenue from Ninth Street North to Twenty-seventh Street North	35
Hillside Avenue from Twenty-seventh Street North to Thirty-seventh Street North	40
Hillside Avenue from Thirty-seventh Street north to Forty-fifth Street North	50
Hillside Avenue from Forty-fifth Street North to the north city limits	45
Hillside Avenue from Central Avenue to Thirty-first Street South	35
Hoover Street from Pueblo Drive to the south city limits	45
Hoover Street from Twenty-first Street North to the north city limits	35
Hydraulic Avenue from I-135 northbound on-off ramps to the north city limits	40
Hydraulic Avenue from Osie to Thirty-First Street South	35
Hydraulic Avenue from Thirty-first Street South to the south city limits	40

	Max.	Min.
I-135 from the north city limits to the south city limits	60	40
I-235 from the north city limits to the south city limits	65	40

	Max.
K-96 from I-135 to 1/2 mile west of Hillside Avenue	55
K-96 from 1/2 mile west of Hillside Avenue to the east city limits	65
Kellogg Drive from One-hundred Nineteenth Street West to Mid-Continent Road	40

Kellogg Drive from Mid-Continent Road to Hoover	35
Kellogg Drive from Oliver Street to Cypress	40
Learjet Way from Mid-Continent Road to 2000' west of Mid-Continent Road	40
Lincoln Street from Rock Road to Grove Street	35
Lincoln Street from Grove Street to Hydraulic Avenue	40
Lincoln Street from Hydraulic Avenue to Washington Street	35
Lincoln Street from McLean to Osage	35
Lindberg Street from Thirty-seventh Street North to Forty-third Street North	40
MacArthur Road from the west city limits to the Big Arkansas River	40
Maize Road from the north city limits to 1000’ south of Twenty-ninth Street North	45
Maize Road from 1000’ South of Twenty-ninth Street North to Pawnee Street	40
Maize road from Pawnee Street to the south city limits	45
Maple Street from the west city limits to Country View	50
Maple Street from Country View to Sheridan	40
Maple Street from Sheridan to Seneca Avenue	35
McCormick Avenue from Osage Street to West Street	35
McLean Boulevard from Seventeenth Street North extended to Seneca Avenue	40
McLean Boulevard from Seneca Avenue to Taft Avenue	35
McLean Boulevard from Taft Avenue to Thirtieth Street South	40
Meridian Avenue from the south city limits to May Avenue	40
Meridian Avenue from May Avenue to University Avenue extended	35
Meridian Avenue (North Meridian Avenue) from the south side of I-235 to the north city limits	45
Mid-Continent Road from University Avenue to Kellogg	40
Mid-Continent Road from Kellogg to south city limits	45
Mosley Avenue from Murdock Avenue to Twenty-first Street North	35
Mt. Vernon Road from Woodlawn Avenue to Grove Street	35
Mt. Vernon Road from Grove Street to Hydraulic Avenue	40
Mt. Vernon Road from Hydraulic Avenue To K-15 (Southeast Blvd)	35
Murdock Avenue from Nims Avenue to North River Boulevard	20
Norman Avenue from K-42 (Southwest Boulevard) to MacArthur Road	35
Ninth Street North from Grove Street to southbound ramps of I-135	35

Oak Knoll from Rock Road to Pawnee	40
Ohio Avenue from Twenty-sixth Street North to Thirty-seventh Street North	35
Oliver Street from the north city limits to the south city limits:	
1. From the north city limits to Seventeenth Street	40
2. From Seventeenth Street to Kinkaid Street	35
3. From Kinkaid Street to the south city limits	40
One-hundred Nineteenth Street West from the north city limits tosouth city limits	40
One-hundred Twenty-seventh Street East from the north city limits to the south city limits	40
One hundred thirty-fifth street west from the north city limits to the south city limits	40
One-hundred Fifty-first Street west from the north city limits to the south city limits	40
Opportunity Drive	20
Orient Boulevard from Seneca Avenue to Meridian Avenue	35
Pawnee Avenue from Maize Road to west City Limits	40
Pawnee Avenue from West Street to Seneca Avenue	40
Pawnee Avenue from Seneca Avenue to Hillside Avenue	35
Pawnee Avenue from Hillside Avenue to the east city limits	40
Pueblo Drive from Hoover Street to Airport Road	40
Ridge Road from University Avenue to 800' north of Twenty-ninth Street North	40
Ridge Road from 800' north of Twenty-ninth Street North to Thirty-seventh Street North	45
Ridge Road from Thirty-seventh Street North to the north city limits	50
Rock Road from the north city limits to Thirty-seventh Street North	35
Rock Road from Thirty-seventh Street North to Pawnee Avenue	40
Rock Road from Pawnee Avenue to the south city limits	45
Seneca Avenue from Maple Street to Kellogg Street	35
Seneca Avenue from Kellogg Street to the south city limits	40
Seventeenth Street North from Grove Avenue to Brainard Street	35
Seventeenth Street North from Brainard to Oliver Street	40
Seventy-first Street South from Cider Street to the east city limits	50

Sixty-first Street North from the east city limits to the west city limits	40
Southeast Boulevard (K-15) from the southeast city limits to Pawnee Avenue	50
Southeast Boulevard (K-15) from Pawnee Avenue to Zimmerly Street extended	45
Southwest Boulevard (K-42) from Kellogg (U.S. 54) to McCormick Avenue	35
Southwest Boulevard (K-42) from McCormick Avenue to the west city limits	50
Taft Avenue from Mid-Continent Road to Julia Street	40
Thirteenth Street North from the east city limits to Governeour Road	40
Thirteenth Street North from Governeour Road to Mosley Avenue	35
Thirteenth Street North from North River Boulevard to Zoo Boulevard	35
Thirteenth Street North: portions west of the Flood Control right-of-way and within the city limits	40
Thirty-first Street South from Broadway Avenue to West Street	35
Thirty-first Street South from K-15 (Southeast Boulevard) to Oliver Street	40
Thirty-third Street North from Broadway Avenue to Arkansas Avenue	30
Thirty-seventh Street North from Womer Drive to Amidon Avenue	35
Thirty-seventh Street North from Amidon Avenue to Broadway Avenue	40
Thirty-seventh Street North from Broadway Avenue to a point 725 feet east of St. Francis	35
Thirty-seventh Street North from a point 725 feet east of St. Francis to Oliver Street	40
Thirty-seventh Street North from Woodlawn Avenue to the east city limits	40
Thirty-seventh Street North from 1/2 mile west of Hoover to the west city limits	40
Thirty-ninth Street North from Toben to Webb Road	40
Toben from Thirty-seventh Street North to Thirty-ninth Street North	40
Towne East Drive Parkway from Douglas to Kellogg	35
Turnpike Drive from Thirty-first Street to the south city limits	35
Twenty-first Street North from Broadway Avenue to Hillside Avenue	35
Twenty-first Street North from Hillside Avenue to the east city limits	40
Twenty-first Street North from Amidon Avenue to Arkansas Avenue	35
Twenty-first Street North from Amidon Avenue to West Street	40
Twenty-first Street North from Hoover Street to 1/4 mile east of Hoover Street	45
Twenty-first Street North from Ridge Road to the west city limits	40

Twenty-fifth Street North from I-235 to Arkansas Avenue	35
Twenty-ninth Street North from Ridge Road to the west city limits	40
Twenty-ninth Street North from Amidon Avenue to Broadway Avenue	35
Twenty-ninth Street North from Broadway Avenue east through I-135 interchange to I-135 northbound on-off ramps	40
Twenty-ninth Street North from Oliver Street to Webb Road	40
Tyler Road from the north city limits to Harry Street	40
Tyler Road from Harry Street to the south city limits	50
U.S. 54 (Kellogg) from the west city limits to the east city limits:	
From the west city limits to Rock Road (eastbound)	60
From Rock Road to Cypress (eastbound)	40
From Cypress to the West city limits (westbound)	60
From Cypress to Zelta (eastbound)	45
From Zelta to ¼ mile east of Webb (westbound)	55
From ¼ mile east of Webb to Cypress (westbound)	45
From Zelta to the east city limits	60
Washington Avenue (K-15) from Zimmerly Street to Gilbert Street	35
Webb Road from the north city limits to 1000’ south of Forty-second Street North	45
Webb Road from 1000’ south of Forty-second Street North to the south city limits	40
Westdale Drive from Zoo Boulevard to West Street	40
West Street from the north city limits to Twenty-first Street North	45
West Street from Twenty-first Street North to the south city limits	40
West Street from Harry Street to the south city limits	40
Womer Drive from Thirty-third Street North to the south side of I-235	45
Woodlawn Avenue from the north city limits to Thirteenth Street North	40
Woodlawn Avenue from Thirteenth Street North to the south city limits	35
Yosemite Drive from Tyler Road to 400’ east of Glacier Drive	40
Zoo Boulevard from the north city limits to Central Avenue	40

Section 2. The original of Section 11.96.010 of the Code of the City of Wichita, Kansas, is hereby repealed.

Section 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

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 and City Attorney

City of Wichita
City Council Meeting
June 12, 2012

TO: Mayor and City Council

SUBJECT: Water Main Replacement Projects - Eastborough South, 3rd Street, Schrader, McCormick (Ph II) and Oaklawn (Ph II) (Districts I, III, IV and County)

Sanitary Sewer Rehabilitation/Reconstruction Projects - Planeview, Westlink, Riverside and College Hill (Districts II, III, V, VI, County and Eastborough)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the projects.

Background: The water main replacement (WMR) projects will replace existing 2", 4" and 6" water mains that are deteriorating with new 8" mains. The 3rd Street project is replacing two large mains that are deteriorating with a 24" water main, between Wabash and I-135. The first phase of this project was completed with the Old Town drainage project, west of Wabash.

The sanitary sewer Rehabilitation/Reconstruction (R&R) projects will replace existing lines or install a liner and reconstruct manholes for the deteriorating sewer systems.

Analysis: The WMR projects will increase the water pressure, decrease the number of shut downs due to main breaks and leaks, provide improved fire protection and reduce maintenance costs. New fire hydrants will also be installed per City Fire Code, and the individual service lines and meters will be replaced with the project.

The sanitary sewer R&R projects will improve sewer flows, minimize sewer backups, reduce infiltration, increase the life of the system and reduce maintenance cost.

All of the water and sewer projects are expected to begin construction by the fall of 2012.

Financial Considerations: Estimated costs for these projects are listed below with a location description and the council district. These projects will be funded from the Water/Sewer Utility revenues and reserves, and/or a future revenue bond issue. The projects are included in the 2011-2020 Capital Improvement Program adopted by the City Council on March 6, 2012, and were included in the 2012 rate model approved by the City Council on December 6, 2011.

Water

Eastborough South	$1,745,000	Eastborough	NE of Kellogg & Woodlawn
3rd St.-Wabash to I-135	$1,620,000	District 1	SE of Washington & Central
Schrader	$2,160,000	District 3	SW of Harry & Hillside
McCormick (Ph 2)	$1,850,000*	District 4	SW of Seneca & Douglas
Oaklawn (Ph 2)	$1,700,000**	County	NW of Clifton & 55th St. S.

* CIP budget = $1,165,000. Additional $685,000 will be utilized from the previously approved Distribution Mains Replacement (W67) budget.
**CIP budget=$1,500,000. Additional $200,000 will be utilized from the previously approved budget for Oaklawn (Ph 1) water main replacement project.

Sewer

Planeview	$956,000	District 3	SE of Pawnee & Hillside
Westlink	$316,000	District 5	SE of Maize & 13th St. N.
Riverside	$750,000	District 6	NW Broadway & Central
College Hill	$300,000	District 2	SE of Central & Hillside

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

Goal Impact: These projects address the Ensure Efficient Infrastructure goal by providing reliable water and sewer service to the Public Works & Utilities customers.

Recommendations/Actions: It is recommended that the City Council approve the projects, adopt the resolutions, authorize the necessary signatures and authorize the signing of encroachment/utility agreements as required.

Attachments: Maps, resolutions, and Notices of Intent.

RESOLUTION NO. 12-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $956,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

SECTION 1. Pursuant to the laws of the State of Kansas, including the Act, it is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, SS Planeview (S-019) (the "Project"). The total costs of the Project are estimated to be nine hundred fifty six thousand dollars ($956,000) exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed nine hundred fifty six thousand dollars ($956,000), exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15)

day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2012.

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

(Seal)

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

RESOLUTION NO. 12-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $316,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

SECTION 1. Pursuant to the laws of the State of Kansas, including the Act, it is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, SS Westlink (S-020) (the "Project"). The total costs of the Project are estimated to be three hundred sixteen thousand dollars ($316,000) exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed three hundred sixteen thousand dollars ($316,000), exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15)

day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2012.

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

(Seal)

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

RESOLUTION NO. 12-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $750,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

SECTION 1. Pursuant to the laws of the State of Kansas, including the Act, it is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, SS Riverside (S-021) (the "Project"). The total costs of the Project are estimated to be seven hundred fifty thousand dollars ($750,000) exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed seven hundred fifty thousand dollars ($750,000), exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2012.

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

(Seal)

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

RESOLUTION NO. 12-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $300,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

SECTION 1. Pursuant to the laws of the State of Kansas, including the Act, it is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, SS College Hill (S-022) (the "Project"). The total costs of the Project are estimated to be three hundred thousand dollars ($300,000) exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed three hundred thousand dollars ($300,000), exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15)

day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2012.

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

(Seal)

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

RESOLUTION NO. 12-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $1,745,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

SECTION 1. Pursuant to the laws of the State of Kansas, including the Act, it is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, WL Eastborough South (W-029) (the "Project"). The total costs of the Project are estimated to be one million seven hundred forty five thousand dollars ($1,745,000) exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed one million seven hundred forty five thousand dollars ($1,745,000), exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such

Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2012.

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

(Seal)

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

RESOLUTION NO. 12-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $1,620,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

SECTION 1. Pursuant to the laws of the State of Kansas, including the Act, it is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, WL 3rd Street, Wabash to I-135 (W-030) (the "Project"). The total costs of the Project are estimated to be one million six hundred twenty thousand dollars ($1,620,000) exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed one million six hundred twenty thousand dollars ($1,620,000), exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15)

day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2012.

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

(Seal)

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

RESOLUTION NO. 12-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $2,160,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

SECTION 1. Pursuant to the laws of the State of Kansas, including the Act, it is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, WL Schrader (W-031) (the "Project"). The total costs of the Project are estimated to be two million one hundred sixty thousand dollars ($2,160,000) exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed two million one hundred sixty thousand dollars ($2,160,000), exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15)

day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2012.

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

(Seal)

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

RESOLUTION NO. 12-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $1,850,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

SECTION 1. Pursuant to the laws of the State of Kansas, including the Act, it is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, WL McCormick – Phase II (W-032) (the "Project"). The total costs of the Project are estimated to be one million eight hundred fifty thousand dollars ($1,850,000) exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed one million eight hundred fifty thousand dollars ($1,850,000), exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such

Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2012.

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

(Seal)

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

RESOLUTION NO. 12-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $1,700,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

SECTION 1. Pursuant to the laws of the State of Kansas, including the Act, it is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, WL Oaklawn – Phase II (W-033) (the "Project"). The total costs of the Project are estimated to be one million seven hundred thousand dollars ($1,700,000) exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed one million seven hundred thousand dollars ($1,700,000), exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15)

day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on _____, 2012.

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

(Seal)

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

OCA: _xxxxxx___

(Published in the Wichita Eagle, on June 15th, 2012.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $956,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 12-127, duly adopted June 12th, 2012, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, SS Planeview (S-019) (called the "Project"). The total costs of the Project are estimated to be nine hundred fifty six thousand dollars ($956,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $956,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on June 12th, 2012.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

OCA: _xxxxxx___

(Published in the Wichita Eagle, on June 15th, 2012.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $316,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 12-128, duly adopted June 12th, 2012, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, SS Westlink (S-020) (called the "Project"). The total costs of the Project are estimated to be three hundred sixteen thousand dollars ($316,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $316,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on June 12, 2012.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

OCA: _xxxxxx___

(Published in the Wichita Eagle, on June 15, 2012.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $750,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 12-129, duly adopted June 12th, 2012, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, SS Riverside (S-021) (called the "Project"). The total costs of the Project are estimated to be seven hundred fifty thousand dollars ($750,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $750,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on June 12, 2012.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

OCA: _xxxxxx___

(Published in the Wichita Eagle, on June 15, 2012.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $300,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 12-130, duly adopted June 12th, 2012, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, SS College Hill (S-022) (called the "Project"). The total costs of the Project are estimated to be three hundred thousand dollars ($300,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $300,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on June 12, 2012.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

OCA: _xxxxxx___

(Published in the Wichita Eagle, on June 15, 2012.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $1,745,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 12-131, duly adopted June 12, 2012, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, WL Eastborough South (W-029) (called the "Project"). The total costs of the Project are estimated to be one million seven hundred forty five thousand dollars ($1,745,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $1,745,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on June 12, 2012.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

OCA: _xxxxxx___

(Published in the Wichita Eagle, on June 12, 2012.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $1,620,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 12-132, duly adopted June 12, 2012, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, WL 3rd Street, Wabash to I-135 (W-030) (called the "Project"). The total costs of the Project are estimated to be one million six hundred twenty thousand dollars ($1,620,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $1,620,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on June 12, 2012.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

OCA: _xxxxxx___

(Published in the Wichita Eagle, on June 15, 2012.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $2,160,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 12-133, duly adopted June 12, 2012, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, WL Schrader (W-031) (called the "Project"). The total costs of the Project are estimated to be two million one hundred sixty thousand dollars ($2,160,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $2,160,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

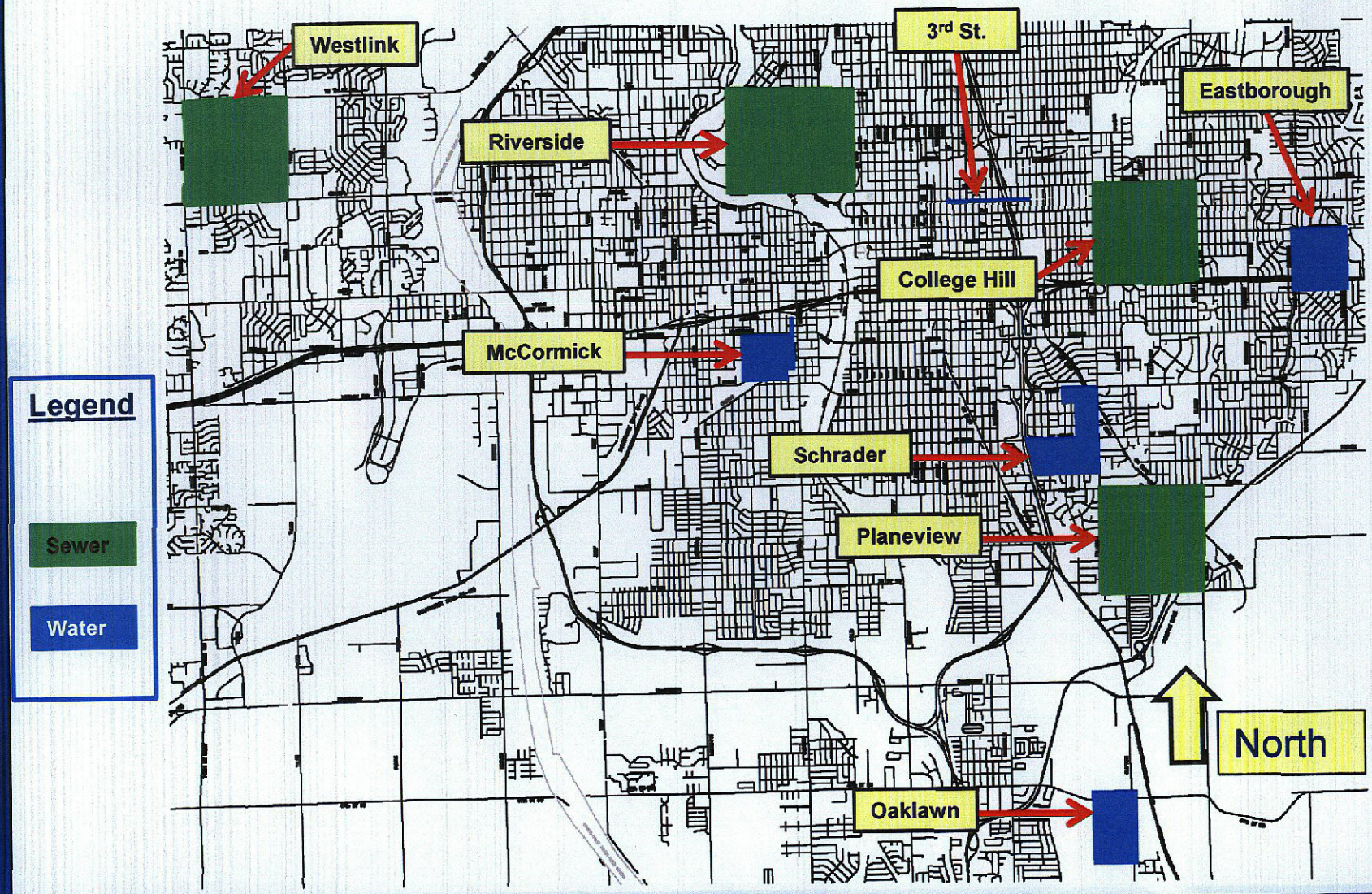
This Notice of Intent shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on June 12, 2012.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

WATER AND SEWER PROJECTS



OCA: _xxxxxx___

(Published in the Wichita Eagle, on June 15, 2012.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $1,850,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 12-134, duly adopted June 12, 2012, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, WL McCormick – Phase II (W-032) (called the "Project"). The total costs of the Project are estimated to be one million eight hundred fifty thousand dollars ($1,850,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $1,850,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on June 12, 2012.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

OCA: _xxxxxx___

(Published in the Wichita Eagle, on June 15, 2012.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $1,700,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 12-135, duly adopted June 12, 2012, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, WL Oaklawn – Phase II (W-033) (called the "Project"). The total costs of the Project are estimated to be one million seven hundred thousand dollars ($1,700,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $1,700,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on June 12, 2012.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

Agenda Item No. IV-5

City of Wichita
City Council Meeting
June 12, 2012

TO: Mayor and City Council

SUBJECT: DER2012-00003: Evaluation Criteria for Downtown Public Parking Infrastructure Projects (Districts I, IV, and VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: New Business

Recommendation: Adopt the resolution.

Background: Project Downtown: The Master Plan for Wichita recommends that the City of Wichita make strategic investments in downtown public parking infrastructure to support private investment in downtown development. The City Council adopted the Downtown Development Incentives Policy to govern the public-private partnerships through which these parking investments will be made. The 2011-2020 Capital Improvement Program has $18.5 million allocated for these parking investments. Up to $7.57 million of this CIP funding has been approved for the Douglas Place project. It is anticipated that developers will propose projects totaling more than the $10.93 million in remaining CIP funding; therefore, criteria are needed to evaluate the merits of the proposed projects in order that the investment potential of limited public resources can be maximized.

Analysis: Project Downtown has a Strategic Public Parking Infrastructure section that provides guidance for the strategic investments in downtown public parking infrastructure to support private investment in downtown development. The Catalyst Sites, District Framework, and Transportation Plan sections of Project Downtown provide additional guidance regarding the use of public parking to support downtown development. The Downtown Wichita Parking and Mobility Master Plan and the Downtown Parking and Mobility Management Plan provide additional guidance regarding downtown public parking. Using these documents, staff developed the following recommended criteria for evaluating the merits of specific downtown public parking infrastructure projects:

a. Supports the development of Strategic Public Parking Infrastructure through the strategies identified in Project Downtown
b. Supports development of a Project Downtown Catalyst Site
c. Is consistent with Project Downtown District Framework
d. Increases supply in an area with high parking occupancy, as identified by the Downtown Wichita Parking and Mobility Master Plan
e. Supports the development of a mixture of uses that can effectively share parking spaces and maximize the hours per day each parking space is used
f. Supports development of vacant or underutilized properties
g. Provides parking for public facilities and events
h. Is economically efficient, including the cost of construction per parking space and on-going operations and maintenance costs
i. Includes participation of the private sector in making an investment in the cost of construction and on-going operations
j. Provides a positive return on public investment in parking infrastructure by leveraging private-sector investment in redevelopment of surrounding properties
k. Integrates with transit, walking, and bicycling and the Project Downtown Transportation Plan and Downtown Parking and Mobility Management Plan

If the attached resolution is approved by the City Council, staff would use these criteria in developing recommendations for future City Council action regarding investments in downtown public parking infrastructure. The criteria would be used during the evaluation process established by the City Council with the Downtown Development Incentives Policy and would be factored into the score a project receives regarding project location/design, public purpose, return on public investment, and share of public funding. The evaluation would be conducted by an evaluation team appointed by the City Manager per the membership requirements of the Downtown Development Incentives Policy.

The Downtown Development Incentives Policy establishes that a project can receive a maximum score of 100. Proposed projects that best meet the evaluation criteria for downtown parking infrastructure projects would receive the highest scores on the four sections of the evaluation process described above. For project location/design, a project can receive up to 15 points. Parking evaluation criteria "a, b, c, and k" would be used in determining the score in that category. For public purpose, a project can receive up to 17 points. Parking evaluation criteria "d, e, f, and g" would be used in determining the score in that category. For return on public investment, a project can receive up to five points. Parking evaluation criteria "h and j" would be used in determining the score in that category. For share of public funding, a project can receive up to five points. Parking evaluation criteria "i" would be used in determining the score in that category.

Financial Considerations: The 2011-2020 Capital Improvement Program has an $18.5 million Downtown Parking project funded by $8.5 million in general obligation bonds and $10 million in Tax Increment Financing. Up to $4.65 million in general obligation bonds and $2.92 million in Tax Increment Financing have been committed the Douglas Place project, which leaves $3.85 in general obligation bonds and $7.08 million in Tax Increment Financing for future downtown public parking infrastructure projects.

Goal Impact: The recommended amendments will help achieve the goals of Promoting Economic Vitality, Creating Vibrant Neighborhoods, and Ensuring Efficient Infrastructure.

Legal Considerations: The resolution establishing evaluation criteria for downtown parking infrastructure projects has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council adopt the resolution establishing evaluation criteria for downtown parking infrastructure projects and authorize staff to implement.

Attachments: Resolution

RESOLUTION NO. 12-126

A RESOLUTION ESTABLISHING CRITERIA FOR EVALUATING THE MERITS OF INVESTING IN SPECIFIC DOWNTOWN PUBLIC PARKING INFRASTRUCTURE PROJECTS

WHEREAS, Project Downtown: The Master Plan for Wichita was adopted by the City Council on December 14, 2010; and

WHEREAS, Project Downtown recommends investing in downtown public parking infrastructure that unlocks the development potential of vacant and underutilized properties through efficient use of land devoted to parking in a manner that facilitates a concentrated development pattern that takes advantage of downtown's use mix and walkable setting; and

WHEREAS, Project Downtown establishes a framework for making strategic investments in downtown public parking infrastructure and recommends establishing a program by which private developers can propose public-private partnerships through which public parking infrastructure will support private investment in downtown development;

WHEREAS, the Downtown Development Incentives Policy was adopted by the City Council on May 17, 2011; and

WHEREAS, the Downtown Development Incentives Policy establishes a program for public-private partnerships for downtown public parking infrastructure and requires that investments in public parking infrastructure be timed with and supportive of private investment and create public parking infrastructure that has lasting public benefits and facilitates additional private investment; and

WHEREAS, the 2011-2020 Capital Improvement Program was adopted by the City Council on March 6, 2012, is amended from time to time, and includes funding for downtown public parking infrastructure; and

WHEREAS, it is anticipated that the amount of funding available in the Capital Improvement Program will be insufficient to support every public-private partnership proposed for downtown public parking infrastructure; and

WHEREAS, criteria are needed for evaluating the merits of investing in specific downtown public parking infrastructure parks in order that the investment potential of limited public resources can be maximized.

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

Section 1. The City Council hereby establishes that the merits of investing in specific downtown public parking infrastructure projects will be evaluated on the extent to which a project is consistent with the following criteria:

a. Supports the development of Strategic Public Parking Infrastructure through the strategies identified in Project Downtown
b. Supports development of a Project Downtown Catalyst Site
c. Is consistent with Project Downtown District Framework
d. Increases supply in an area with high parking occupancy, as identified by the Downtown Wichita

Parking and Mobility Master Plan

e. Supports the development of a mixture of uses that can effectively share parking spaces and maximize the hours per day each parking space is used
f. Supports development of vacant or underutilized properties
g. Provides parking for public facilities and events
h. Is economically efficient, including the cost of construction per parking space and on-going operations and maintenance costs
i. Includes participation of the private sector in making an investment in the cost of construction and on-going operations
j. Provides a positive return on public investment in parking infrastructure by leveraging private-sector investment in redevelopment of surrounding properties
k. Integrates with transit, walking, and bicycling and the Project Downtown Transportation Plan and Downtown Parking and Mobility Management Plan

Section 2. The City Council directs the staff of the City of Wichita to use the established criteria in developing recommendations for future City Council action regarding investments in downtown public parking infrastructure.

ADOPTED by the governing body of the City of Wichita, Kansas, this 12th day of June, 2012.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk
(SEAL)

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

Agenda Item No. II-4a

City of Wichita
City Council Meeting
June 12, 2012

TO: Mayor and City Council

SUBJECT: Petition for Storm Water Drain in Kiser West Second Addition (south of 13th, west of Greenwich) (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

- -

Recommendation: Approve the new petition.

Background: On June 28, 2011, the City Council approved a petition for a storm water drain in Kiser West Second Addition. The developer has submitted a new petition to modify the scope of the project by adding Parcel "A" to the improvement district and increase the project budget. The signature on the petition represents 100% of the improvement district.

Analysis: The project will provide a storm water drain in a new commercial development located south of 13th, west of Greenwich.

Financial Considerations: The existing petition totals $93,000. The new petition totals $202,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing storm water drain required for a new commercial development.

Legal Considerations: The petition and resolution have been approved as to form by the Law Department.

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

Attachments: Map, CIP sheet, petition and resolution.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:	
To Initiate Project	
To Revise Project	X

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

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng & Arc	5/18/2012	Storm Water Drain in Kiser West Second Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-		2012	

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 & const.				
Bridge & Dam				
Drainage		$202,000		$202,000
Storm Water Sewer				
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals		$202,000		$202,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Peititon

*Storm Water Utility

SWD No. 379

468-84775

13. Recommendation: Approve the new Petition and adopt the Resolution.

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle on June 15, 2012

RESOLUTION NO. 12-136

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 379 (SOUTH OF 13TH, WEST OF GREENWICH) 468-84775** 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. 379 (SOUTH OF 13TH, WEST OF GREENWICH) 468-84775** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 11-156** adopted on **June 28, 2011,** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Storm Water Drain No. 379 (south of 13th, west of Greenwich) 468-84775.**

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Two Hundred Two Thousand Dollars ($202,000)** 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, 2012**, 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:

PARCEL "A"

Lot 4, EXCEPT the north 55.13 feet thereof, Block 1, Kiser West Addition, an Addition to Wichita, Sedgwick County, Kansas

KISER WEST SECOND ADDITION

Lot 1, Block 1

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: PARCEL "A" shall pay 14/100 of the total cost of the improvements, and Lot 1, Block 1, KISER WEST SECOND ADDITION shall pay 86/100 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 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 12th day of June 2012.

_____
CARL BREWER, MAYOR

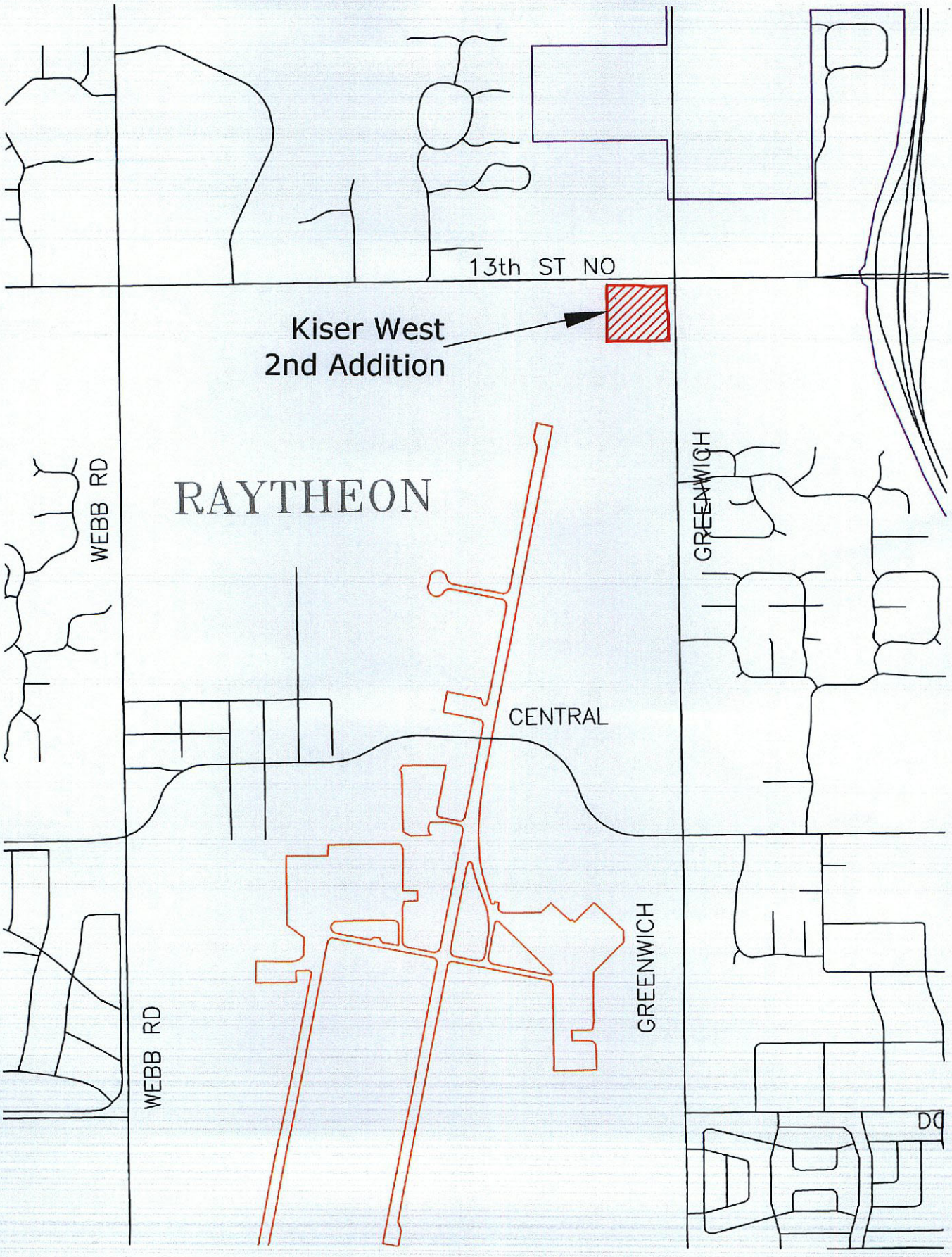
ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW


13th ST NO
Kiser West
2nd Addition
RAYTHEON
WEBB RD
GREENWICH
CENTRAL
WEBB RD
GREENWICH

RECEIVED

MAY 17 '12

CITY CLERK OFFICE

STORM WATER DRAIN PETITION

SWD #379
468-84775
(revised)

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:

PARCEL 'A'

Lot 4, EXCEPT the north 55.13 feet thereof, Block 1, Kiser West Addition, an Addition to Wichita, Sedgwick County, Kansas

KISER WEST SECOND ADDITION

Lot 1, Block 1

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

(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.

South of 13th. West of Greenwich

(b) That the estimated and probable cost of the improvements is Two Hundred Two Thousand Dollars ($202,000.00) 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 one percent per month from and after June 1, 2012.

Dist II

(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 improvements 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 improvements 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: PARCEL "A" shall pay 14/100 of the total cost of the improvements, and Lot 1, Block 1, KISER WEST SECOND ADDITION shall pay 86/100 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. (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. This petition may be combined with other petitions of similar nature to form one public improvement project.

5

(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. 13-1013, 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 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
PARCEL 'A' **KISER WEST SECOND ADDITION** Lot 1, Block A	Motorcar Realty, LLC By: Scott Hatchett Scott Hatchett, President	5/17/12

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 17th day of May 2012.

Deputy City Clerk

Kiser West Addition

Kiser West 2nd Addition

an Addition to Wichita, Sedgwick County, Kansas

STORM WATER DRAIN PETITION

Benefit District: (100 Fractions)
Parcel "A" (14 Fractions)
Kiser West 2nd Addition
Lot 1, Block A (1 Lot, 86 Fractions)

Cost Estimate:

Item	Quantity.	Unit	Unit Price	Amount
24" Pipe	640	L.F.	$48.00	$30,720.00
Excavation	4000	C.Y.	$5.00	$20,000.00
Clarifier Unit Manhole	1	EA.	$40,000.00	$40,000.00
Manholes	1	EA.	$3,200.00	$3,200.00
Curb Inlets	6	EA.	$3,000.00	$18,000.00
Flowable Flow	70	L.F.	$50.00	$3,500.00
Seeding	1	L.S.	$2,000.00	$2,000.00
Matting	1200	S.Y.	$5.00	$6,000.00
Easement Grading	1	L.S.	$1,500.00	$1,500.00
Erosion Control	1	L.S.	$1,500.00	$1,500.00
Fence	720	L.F.	$25.00	$18,000.00
Site Clearing & Restoration	1	L.S.	$5,000.00	$5,000.00
Subtotal				$149,420.00
+ 35% Design, Insp., & Administration				$52,297.00
Total				$201,717.00

Petition Amount	**$202,000**	
Cost per Fraction	**$2,020**	
Average Monthly Assessment Parcel "A"	**$224**	**(Based on 15 years @ 5%)**
Average Monthly Assessment Kiser West 2nd Addition Lot	**$1,374**	**(Based on 15 years @ 5%)**

5/17/2012
SWD

City of Wichita
City Council Meeting
June 12, 2012

TO: Mayor and City Council

SUBJECT: Petitions for Sanitary Sewer and Water Distribution Systems in Stonebridge Commercial Addition (south of 37th Street North, east of Maize) (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petitions.

Background: The petitions have been signed by one owner representing 100% of the improvement districts. The petitions are a requirement for a lot split.

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

Financial Considerations: The petitions total $32,000. The funding source is special assessments.

Goal Impact: The projects address the Efficient Infrastructure goal by providing public improvements required for new development.

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

Recommendation/Action: It is recommended that the City Council approve the 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	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 & Utilites	Eng & Arch	5/17/2012	Sanitary Sewer in Stonebridge Commercial Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI		2012	

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 & const.				
Bridge				
Drainage				
Sanitary Sewer		$18,000		$18,000
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals		$18,000		$18,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

*Sanitary Sewer Utility

Lateral 2, Main 6A, NWIS

468-84829

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	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 & Utilites	Eng & Arch	5/17/2012	Water Distribution System in Stonebridge Commercial Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI		2012	

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 & const.				
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		$14,000		$14,000
Traffic Signals & Turn Lanes				
Totals		$14,000		$14,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

*Water Utility

448-90559

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

RESOLUTION NO. 12-137

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 2, MAIN 6A, NORTHWEST INTERCEPTOR SEWER, (SOUTH OF 37TH ST. NORTH, EAST OF MAIZE) 468-84829** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 2, MAIN 6A, NORTHWEST INTERCEPTOR SEWER, (SOUTH OF 37TH ST. NORTH, EAST OF MAIZE) 468-84829** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 2, Main 6A, Northwest Interceptor Sewer, (south of 37th St. North, east of Maize) 468-84829.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Eighteen Thousand Dollars ($18,000)** exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2012** 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:

STONEBRIDGE COMMERCIAL ADDITION
Tract C; Tract D

TRACT C
The north 132.63 feet Lot 1, Block 1, Stonebridge Commercial Addition, an addition to Wichita, Sedgwick County, Kansas, EXCEPT the north 22.07 feet thereof.

CONTAINING: 30,821 square feet of land or 0.71 acres more or less.

TRACT D
Lot 1, Block 1, Stonebridge Commercial Addition, an addition to Wichita, Sedgwick County, Kansas, EXCEPT the north 132.63 feet thereof.

CONTAINING: 30,936 square feet of land or 0.71 acres more or less.

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 **square foot** basis:

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 12th day of June, 2012.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF, DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on

RESOLUTION NO. 12-138

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90559 (SOUTH OF 37TH ST. NORTH, EAST OF MAIZE)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90559 (SOUTH OF 37TH ST. NORTH, EAST OF MAIZE)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90559 (south of 37th St. North, east of Maize).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Fourteen Thousand Dollars ($14,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2012**, 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:

STONEBRIDGE COMMERCIAL ADDITION
Tract C; Tract D

TRACT C
The north 132.63 feet Lot 1, Block 1, Stonebridge Commercial Addition, an addition to Wichita, Sedgwick County, Kansas, EXCEPT the north 22.07 feet thereof.

CONTAINING: 30,821 square feet of land or 0.71 acres more or less.

TRACT D
Lot 1, Block 1, Stonebridge Commercial Addition, an addition to Wichita, Sedgwick County, Kansas, EXCEPT the north 132.63 feet thereof.

CONTAINING: 30,936 square feet of land or 0.71 acres more or less.

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 **square foot** basis.

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 _____day of_____, 2012.

_____
CARL BREWER, MAYOR

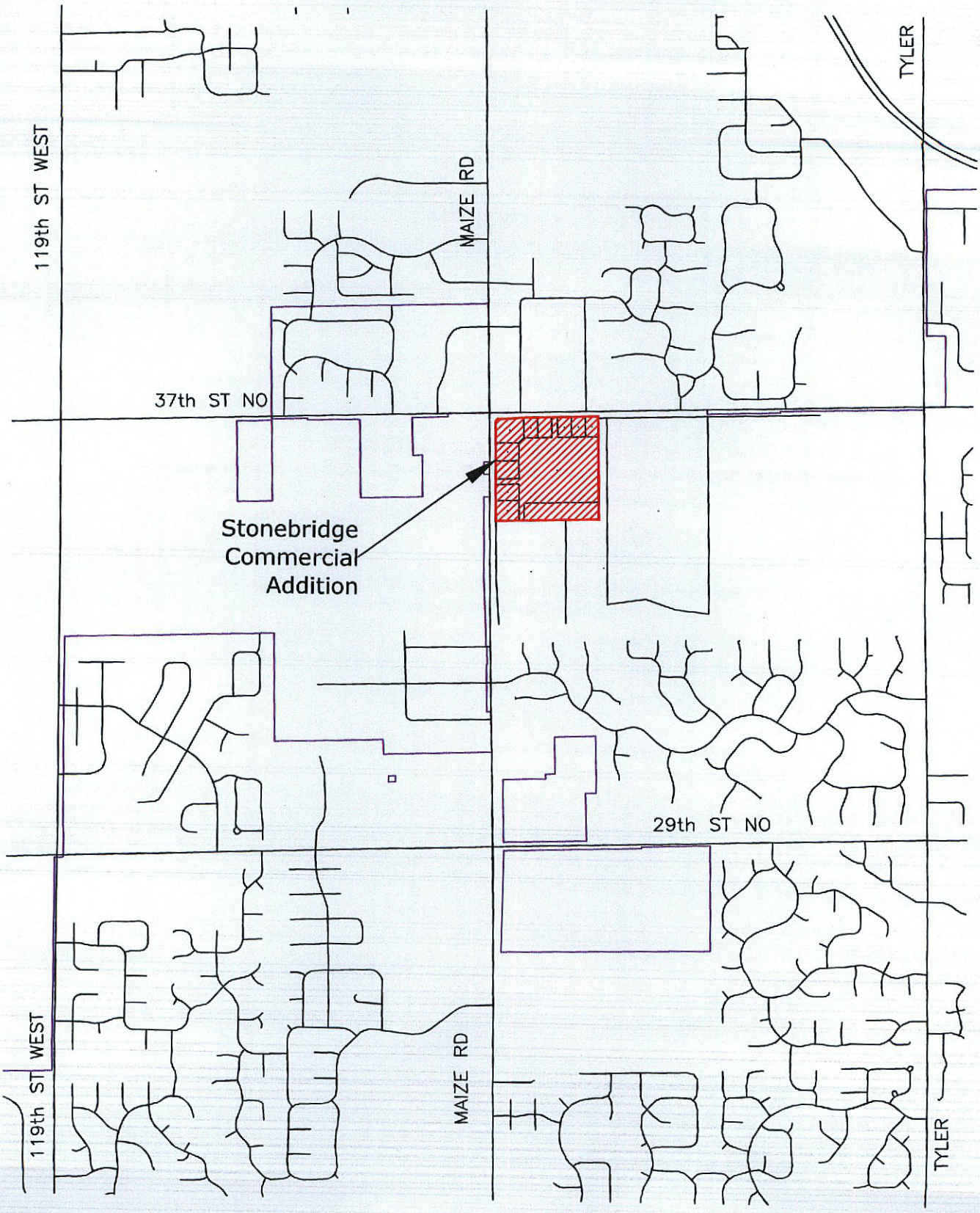
ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF,
DIRECTOR OF LAW


119th ST WEST
MAIZE RD
TYLER
37th ST NO
Stonebridge
Commercial
Addition
29th ST NO
119th ST WEST
MAIZE RD
TYLER

4

RECEIVED

APR 25 '12

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:

448-90559

STONEBRIDGE COMMERCIAL ADDITION
Tract C; Tract D;

TRACT C
The north 132.63 feet Lot 1, Block 1, Stonebridge Commercial Addition, an addition to Wichita, Sedgwick County, Kansas, EXCEPT the north 22.07 feet thereof.

CONTAINING: 30,821 square feet of land or 0.71 acres more or less.

TRACT D
Lot 1, Block 1, Stonebridge Commercial Addition, an addition to Wichita, Sedgwick County, Kansas, EXCEPT the north 132.63 feet thereof.

CONTAINING: 30,936 square feet of land or 0.71 acres more or less.

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

South of 37th St. N
East of Maize

Dist V

(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.

(b) That the estimated and probable cost of the foregoing improvements is Fourteen Thousand Dollars ($14,000.00) 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 April 1, 2012.

(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

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 25 day of April 20 12.

Karen Sublett, MMC
~~Deputy~~ City Clerk

RECEIVED

APR 25 '12

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Lat 2, Mn 6-A NWIS

Dear Council Members:

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

468-84829

STONEBRIDGE COMMERCIAL ADDITION
Tract C; Tract D;

TRACT C
The north 132.63 feet Lot 1, Block 1, Stonebridge Commercial Addition, an addition to Wichita, Sedgwick County, Kansas, EXCEPT the north 22.07 feet thereof.

South of 37th St. east of Maize

CONTAINING: 30,821 square feet of land or 0.71 acres more or less.

Dist. V

TRACT D
Lot 1, Block 1, Stonebridge Commercial Addition, an addition to Wichita, Sedgwick County, Kansas, EXCEPT the north 132.63 feet thereof.

CONTAINING: 30,936 square feet of land or 0.71 acres more or less.

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 lateral sanitary sewer 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 Eighteen Thousand Dollars ($18,000.00) 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 April 1, 2012.

(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 square foot basis.

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. (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. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

(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. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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
STONEBRIDGE COMMERCIAL ADDITION Tract C and Tract D; Stonebridge Commercial Addition, an addition to Wichita, Sedgwick County, Kansas.	**NORTH 37TH, LLC,** **A Kansas Limited Liability Company** By: _____ Paul Jackson, Manager By: Vantage Maize, LLC, Manager	

STONEBRIDGE COMMERCIAL ADDITION
SANITARY SEWER PETITION
COST ESTIMATE

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" SS	170	LF	$ 24.00	$ 40.00	$ 6,800.00
Connection to Exist MH	1	LF	$ 1,500.00		$ 1,500.00
Manholes	1	EA	$ 3,000.00		$ 3,000.00
				Contingencies @ 20% +/-	$ 2,260.00
				Construction Total	$ 13,560.00
				35% Engineering, Administration, Etc.	$ 4,746.00
				TOTAL	$ 18,306.00

For Petition Use $18,000.00

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 25 day of April 2012.

Karen Sublett, MMC
~~Deputy~~ City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Agenda Item No. II-5a

CITY OF WICHITA
City Council Meeting
June 12, 2012

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 10011 East Kellogg for the Improvement of the Kellogg Avenue (US Highway 54) from Cypress to Chateau (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On February 8, 2011, the City Council approved the design for the improvement of Kellogg Avenue (US Highway 54) from Cypress to Chateau. The project calls for the improvement of Kellogg to a six lane, limited access highway with one way frontage roads on each side of the highway and interchanges at the intersections of Webb Road and the Kansas Turnpike (Interstate Highway 35). The project will require the acquisition of all or part of approximately 32 parcels. The properties consist of a mix of retail and commercial uses. The property located at 10011 East Kellogg is improved with a 1999 built retail building totaling 26,547 square feet on a 2.52 acre site. The building is not impacted by the acquisition. The project requires triangular shaped 1,257 square foot portion of the northeastern corner of the property and a 12,810 square foot temporary easement during construction.

Analysis: The acquisition was appraised at $31,383, or $7.15 per square foot for the right-of-way; $1.28 per square foot for the temporary easement; and $5,908 for cost to cure items such as trees, site preparation and asphalt paving. The owner has accepted this amount.

Financial Considerations: A budget of $32,383 is requested. This includes $31,383 for the acquisition and $1,000 for the closing costs and other administrative costs. The funding source is Local Sales Tax (LST) and, State and Federal grant funds administered by the Kansas Department of Transportation.

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

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

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Agreement; and 3) Authorize the necessary signatures.

Attachments: Aerial map, tract maps, and real estate purchase agreement.

PROJECT: East Kellogg **DATE:** _____

COUNTY: Sedgwick **TRACT NO.:** 37

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this 17 day of May, 2012, by and between

Heritage Properties, LP
4600 N A1A, Apt. 405
Vero Beach, FL 32963
(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "TRACT #37, TRACT #37-AC AND TRACT #37-TEMP" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount by June 1, 2012. Landowner shall surrender possession at closing.

Landowner shall remove all personal property prior to closing. Any personal property remaining in or upon said property after closing shall be considered abandoned. The City of Wichita may dispose of any remaining personal property in any way it deems without further compensation to Landowner.

All taxes to be prorated at escrow closing. All closing fees to be paid by the City of Wichita.

Real property to be acquired as right of way:
1,257 sq. ft and all improvements thereto $ 8,988.00

Cost to Cure:
Two trees, site preparation and asphalt paving $ 5,908.00

Temporary Easement:
12,810 sq. ft. $ 16,487.00

TOTAL: $ 31,383.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: _____ By: _____

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Heritage Properties, LP
If mortgage or other liens, show names of holders:
General Electric Capital Business Asset Funding Corporation

REMARKS:

PIN/APN 00347842

Security Title File Number 2034305

APPROVED TO FORM:

_____
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

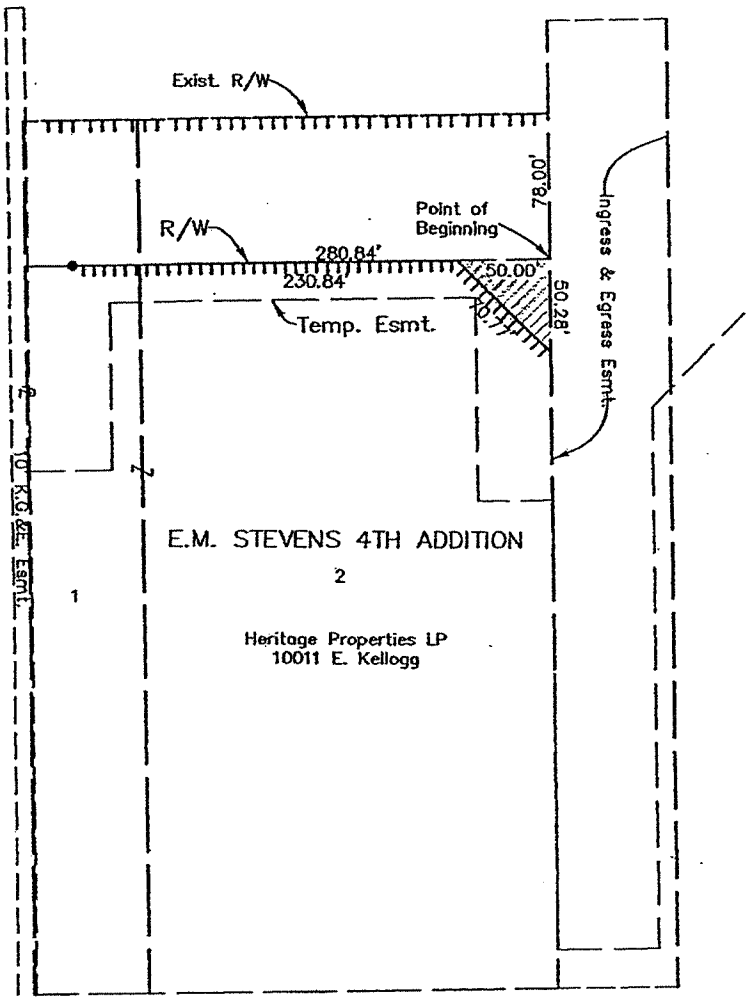
_____
Gerald Cain, Project Manager

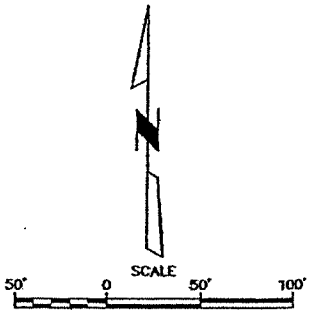
EXHIBIT

RIGHT OF WAY ACQUISITION

Tract # 37

C-50959

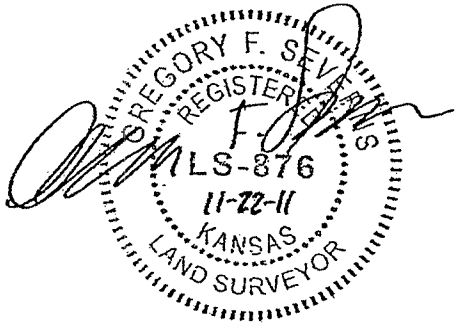




LEGAL DESCRIPTION:

That part of Lot 2, E. M. Steven's 4th Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at a point on the east line of said Lot 2; said point being 78.00 feet normally distant south of the north line of said Lot 2; thence southerly along the east line of said Lot 2, 50.28 feet; thence northwesterly, 70.77 feet to a point 78.00 feet normally distant south of the north line of said Lot 2 and 50.00 feet normally distant west of the east line of said Lot 2; thence easterly parallel with the north line of said Lot 2, 50.00 feet to the point of beginning.

Containing 1256.9 Sq. Ft., (calculated)



11-22-11

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Project Number 10-07-E517

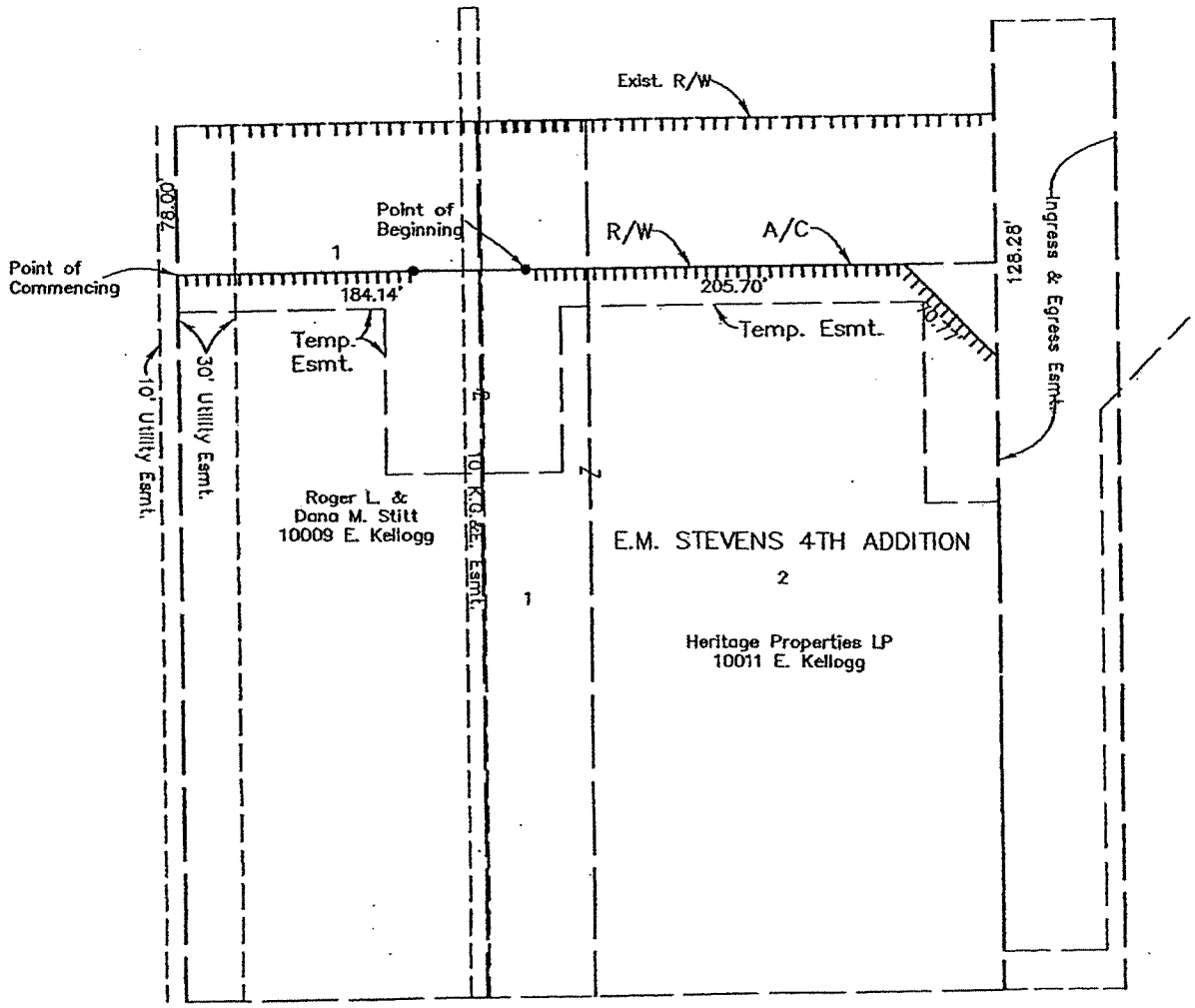
E:eng/East Kellogg/Exhibits/Tract 37.dwg

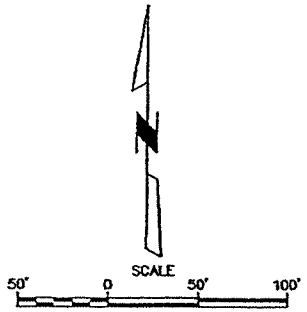
EXHIBIT

ACCESS CONTROL

Tract # 37-AC

C-50959





LEGAL DESCRIPTION:

Complete Access Control over a line in Lots 1 and 2, E. M. Steven's 4th Addition, Wichita, Sedgwick County, Kansas, said line being described as follows: Commencing at a point on the west line of said Lot 1, said point being 78.00 feet normally distant south of the north line of said Lot 1; thence easterly parallel with the north line of said Lot 1, 184.14 feet for a point of beginning; thence continuing easterly parallel with the north line of said Lots 1 and 2, 205.70 feet to a point 50.00 feet normally distant west of the east line of said Lot 2; thence southeasterly, 70.77 feet to a point on the east line of said Lot 2, said point being 128.28 feet south of the northeast corner of said Lot 2, and for a point of termination.

GREGORY F. STEVENS
REGISTERED
LS-876
11-22-11
KANSAS
LAND SURVEYOR

11-22-11

Project Number 10-07-E517

E:eng/East Kellogg/Exhibits/Tract 37-AC.dwg

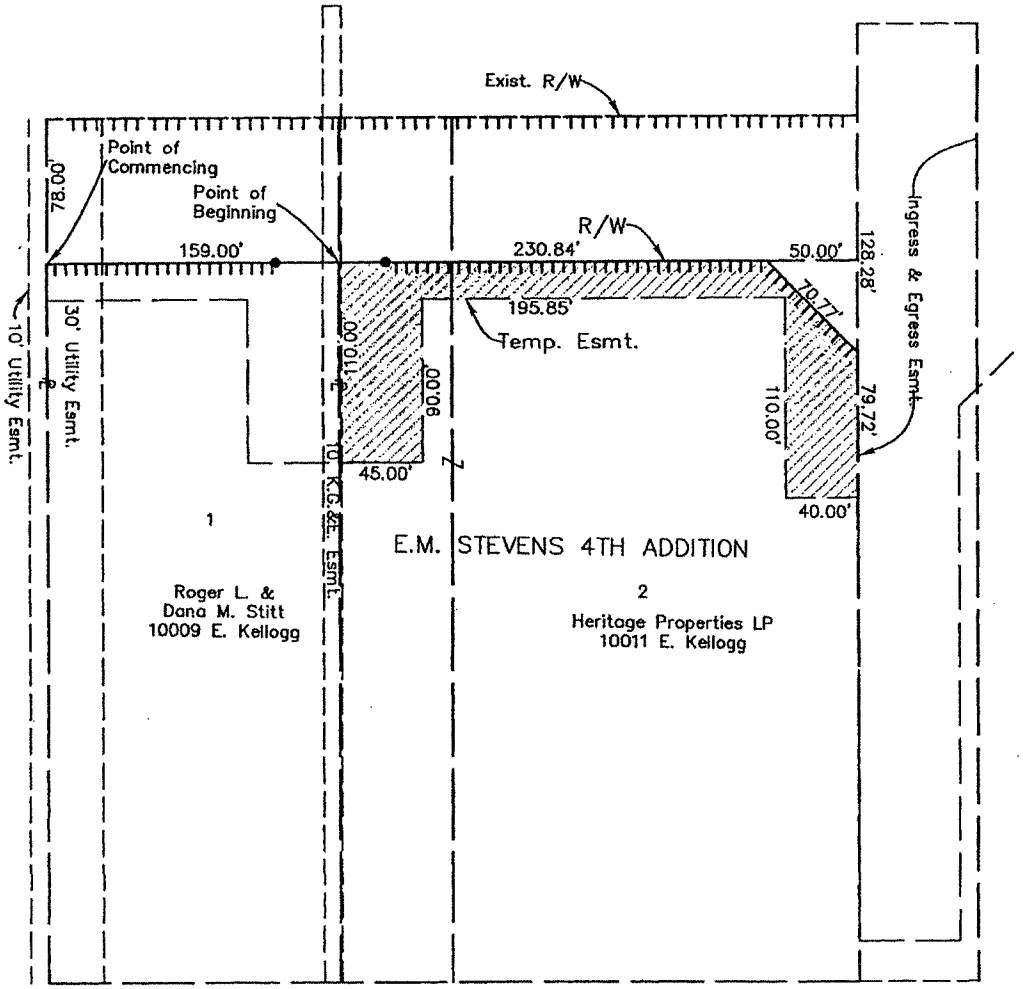
Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

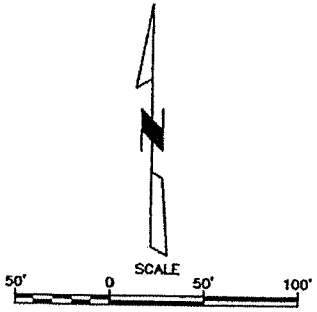
EXHIBIT

TEMPORARY CONSTRUCTION EASEMENT

Tract # 37-Temp

C-50959





LEGAL DESCRIPTION:

That part of Lots 1 and 2, E. M. Steven's 4th Addition, Wichita, Sedgwick County, Kansas described as follows: Commencing at a point on the west line of said Lot 1, said point being 78.00 feet normally distant south of the north line of said Lot 1; thence easterly parallel with the north line of said Lot 1, 159.00 feet for a point of beginning; thence continuing easterly parallel with the north line of said Lots 1 and 2, 230.84 feet to a point 50.00 feet normally distant west of the east line of said Lot 2; thence southeasterly, 70.77 feet to a point on the east line of said Lot 2, said point being 128.28 feet south of the northeast corner of said Lot 2; thence southerly along the east line of said Lot 2, 79.72 feet; thence westerly parallel with the north line of said Lot 2, 40.00 feet; thence northerly parallel with the east line of said Lot 2, 110.00 feet to a point 98.00 feet normally distant south of the north line of said Lot 2; thence westerly parallel with the north line of said Lots 1 and 2, 195.85 feet to a point 204.00 feet normally distant east of the west line of said Lot 1; thence southerly parallel with the west line of said Lot 1, 90.00 feet; thence westerly parallel with the north line of said Lot 1, 45.00 feet to a point 159.00 feet normally distant east of the west line of said Lot 1; thence northerly parallel with the west line of said Lot 1, 110.00 feet to the point of beginning.

Containing 12810.1 Sq. Ft., (calculated)

GREGORY F. STEVENS
REGISTERED
LS-876
11-22-11
KANSAS
LAND SURVEYOR

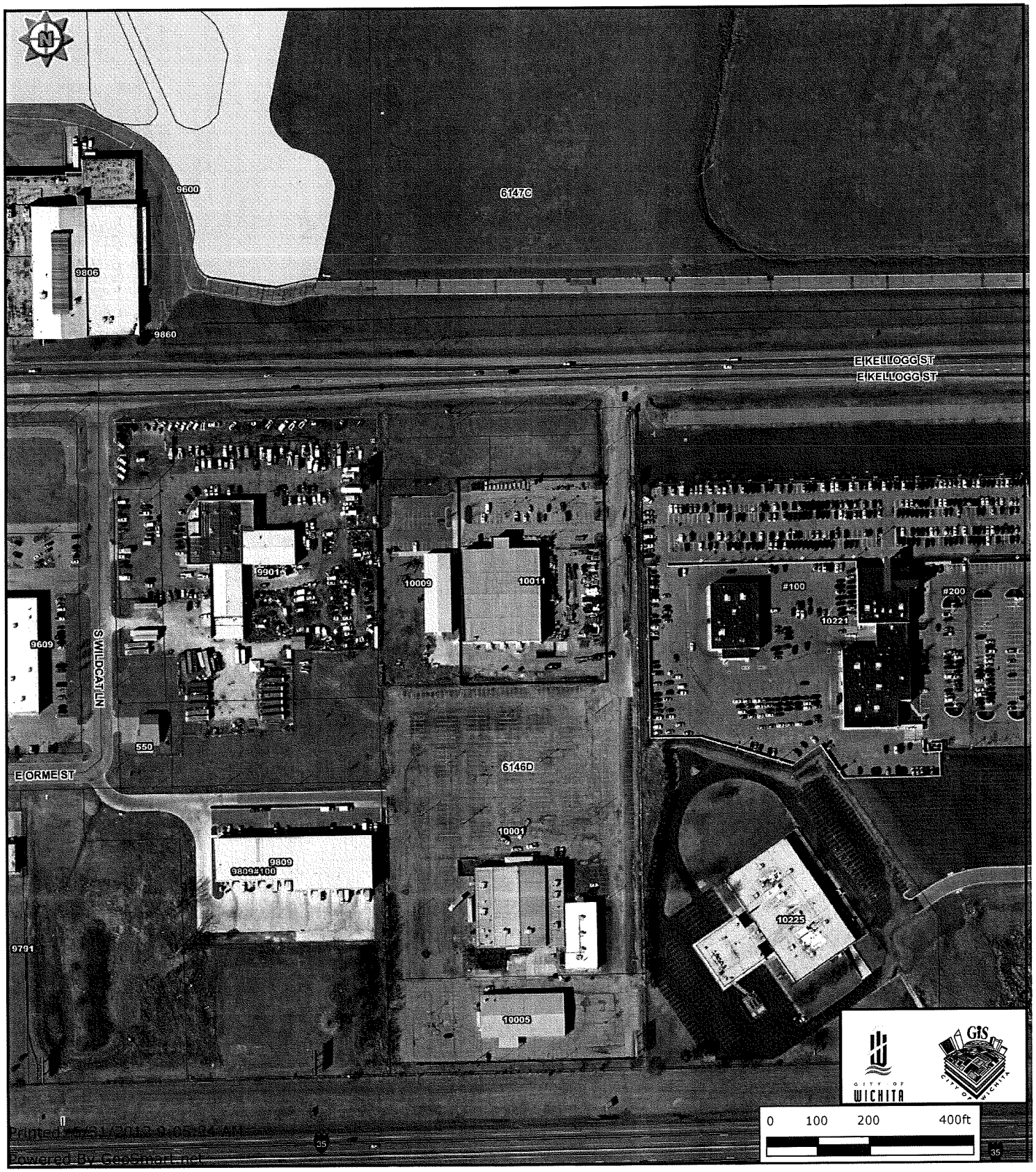
11-22-11

Project Number 10-07-E517

E:eng/East Kellogg/Exhibits/Tract 37-Temp.dwg

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

10011 East Kellogg



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

CITY OF WICHITA
City Council Meeting
June 12 2012

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of the Kansas Gas and Electric Site at 4500 North Seneca for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. The property at 4500 North Seneca is impacted by the Levee Project. A floodway easement is required around the perimeter of the property adjacent to the river. The property is situated against a bend in the Arkansas River and is occupied by both Lafarge and Kansas Gas and Electric Company (KG&E). On April 17, 2012, the City Council approved the partial acquisition of that part of the site occupied by Lafarge. The acquisition area from that part of the site occupied by KG&E is comprised of 40,141.3 square feet and along the perimeter of the property. In addition, an access easement consisting of 45,708.9 is required across that part occupied by KG&E for a total of 85,850.2 square feet. The fence around the perimeter of the property will be reset by the property owner.

Analysis: The owner accepted the appraised value of $25,755 ($0.30 per square foot for the combined 85,850.2 square feet). The cost to replace and relocate the fence and associated gates is $30,270. This amount is based on estimates to perform the work.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $56,525 is requested. This includes $25,755 for the acquisition, $30,270 to relocate the fence, and $500 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

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

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

Attachments: Real estate agreement, tract maps, and aerial map.

FLOODWAY LEVEE EASEMENT
PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2012 by and between Kansas Gas and Electric Company, a Kansas corporation, hereinafter referred to as "Grantor," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Grantee," 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 Grantor does hereby agree to sell and convey to the Grantee by a Flood Protection Levee Easement the following described real properties, situated in Sedgwick County, Kansas, to wit:

   Attached as **Exhibit A**

2. The Grantor does hereby agree to sell and convey to the Grantee by Access Ingress/Egress Easement the following described real properties, situated in Sedgwick County, Kansas, to wit:

   Attached as **Exhibit B**

   The tract maps with acquisition areas overlaid on an aerial are attached as **Exhibit C**.

3. The Grantee hereby agrees to purchase, and pay to the Grantor, as consideration for the rights to the above described real property the sum of Twenty-Five Thousand Seven Hundred Fifty-Five Dollars ($25,755) in the manner following, to-wit: cash at closing.

4. A complete abstract of title certified to date, or a title insurance commitment to insure to the above described real property, showing a merchantable title vested in the Grantor, subject to easements and restrictions of record is required.

   The Title Evidence shall be sent to City of Wichita, KS, Property Management Division for examination by Grantee as promptly and expeditiously as possible, and it is understood and agreed that the Grantor shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title. Should Grantee be unable to correct any title defects at reasonable cost within a reasonable time, Grantee may either (i) waive the defects and close on this Agreement, or (ii) terminate this Agreement. Should Grantee elect to terminate the Agreement, neither party shall have any further obligation to the other party hereunder.

   Grantee will order title at its cost.

5. A duly executed copy of this Easement Purchase Agreement shall be delivered to the parties hereto.

6. 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 May 25, 2012.

7. The Grantor further agrees to grant Grantee the described land and to maintain the property in its same condition, reasonable wear and tear excepted.

8. Grantee will pay 100% closing costs.

9. Site Assessment

A. At any time prior to the closing of this agreement, Grantee shall have the right to conduct or cause to be conducted, at Grantee's expense, 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, Grantee shall have the right to void this agreement upon notice to the Grantor, in which event neither party shall be under any further obligation to the other, with the exception that Grantor shall return to Grantee any deposit made hereunder.

B. Provided, however, Grantee shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. Grantee shall, if Grantee 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.

10. Grantor hereby agrees, without demand, to remove encroachments from existing levee right-of-way, described herein as **Exhibit D**, at its cost, by April 1, 2013. Those encroachments remaining after April 1, 2013 will be considered abandoned by the Grantor.

WITNESS OUR HANDS AND SEALS the day and year first above written.

GRANTOR:
Kansas Gas and Electric Company:

Kelly B. Harrison
Vice President

GRANTEE:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

EXHIBIT A

Tract #75/TAKING DESCRIPTION:

A portion of the North 12.65 acres of Lot 5 in the Northwest Quarter Section 29, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas, described as commencing at the southeast corner of said North 12.65 acres, said point being S00°45'52"E (assumed), 667.97 feet from the northeast corner of said Northwest Quarter; thence S89°12'32"W, along the south line of said North 12.65 acres, 1013.88 for a point of beginning; thence continue S89°12'32"W, along the south line of said North 12.65 acres, 10.00 feet to a point in the east line of the Chisholm Creek Diversion Condemnation Case A-39338; thence N01°04'25"W, along a segment of the east line of said Chisholm Creek Diversion, 167.51 feet, to a deflection corner in said east line; thence S81°38'05"W, along a segment of the east line said Chisholm Creek Diversion, 308.91 feet to a deflection corner in said east line, said deflection corner also being a point on the west line of said Lot 5; thence N00°53'46"W, along a segment of the east line of said Chisholm Creek Diversion, and along the west line of said Lot 5, 29.22 feet, to a deflection corner in said east line of said Chisholm Creek Diversion; thence N81°37'08"E, along a segment of the east line of said Chisholm Creek Diverstion, 171.34 feet to a deflection corner in said east line; thence N50°53'08"E, along a segment of the east line of said Chisholm Creek Diversion, 52.44 feet to a deflection corner in said east line; thence N01°02'52"W, along a segment of the east line of said Chisholm Creek Diversion, 21.64 feet to a deflection corner in said east line; thence N88°21'08"E, along a segment of the east line of said Chisholm Creek Diversion, 21.84 feet to a deflection corner in said east line; thence S05°07'52"E, along a segment of the east line of said Chisholm Creek Diversion, 49.30 feet to a deflection corner in said east line; thence N65°01'08"E, along a segment of the east line of said Chisholm Creek Diversion, 66.16 feet to a deflection corner in said east line; thence N01°32'10"E, along a segment of the east line of said Chisholm Creek Diversion, 74.18 feet; thence N87°59'07"E, 5.26 feet; thence S02°07'25"E, 51.14 feet; thence S11°27'26"E, 32.96 feet; thence N89°44'03"E, 10.51 feet; thence S00°00'00"W, 53.50 feet; thence S01°09'22"W, 148.30 feet to the point of beginning. Taking contains 14,570.7 square feet, or 0.334 Acres.

and;

Tract #82/TAKING DESCRIPTION:

A tract of land in Government Lot 6, in the Northwest Quarter of Section 29, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas, more particularly described as commencing at the northwest corner of said Section 29; thence S00°19'E, 1334.02 feet; thence N89°47'E, 874.23 feet, to the point of beginning; thence N06°21'E, 338.20 feet; thence S83°39'E, 5.00 feet; thence N06°21'E, 33.87 feet; thence N83°39'W, 5.00 feet; thence N06°21'E, 349.09 feet; thence N69°34'E, 104.36 feet; thence N82°20'E, 277.95 feet; thence N00°53'46"W, 29.02 feet; thence S82°20'W, 350.03 feet; thence on a curve to the left a length of 35.79 feet having a radius of 545.47 feet with a chord bearing of S66°15'17"W for a distance of 35.78 feet; thence S15°12'17"E, 23.89 feet; thence

S17°09'45"W, 155.19 feet; thence S04°31'36"W, 247.07 feet; thence S00°54'03"W, 323.18 feet to the point of beginning. Taking contains 25,570.6 Square Feet, or 0.587 Acres.

EXHIBIT B

Tract #83/ACCESS EASEMENT:
A portion of Government Lots 1 and 3 in the Northeast Quarter of the Northeast Quarter of Section 30, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas, described as commencing at the Southeast corner of the Northeast Quarter of said Section 30; thence N01°01'49"W, along the East line of said Northeast Quarter, 200 feet, to the point of beginning; thence continue N01°01'49"W, 993.60 feet, to a point on the south line of floodway in Condemnation Case A-39338; thence S39°08'12"W, along the south line of said Condemnation Case A-39338, 12.15 feet; thence S00°40'54"E, 984.15 feet; thence N89°42'49"E, 13.83 feet to the point of beginning. Contains 10,698.3 square feet, or 0.246 acres.

and;

Tract #82/ACCESS EASEMENT:
A tract of land in Government Lot 6, in the Northwest Quarter of Section 29, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas, more particularly described as commencing at the northwest corner of said Section 29; thence S00°19'E, along the west line of said Northwest Quarter, 107.90 feet, to a point on the south line of the Chisholm Creek Diversion Condemnation Case A-39338, and for a point of beginning; thence N39°11'22"E, along the south line of said Chisholm Creek Diversion Condemnation Case A-39337, 46.17 feet; thence S01°01'41"W, 393.95 feet; thence continue S00°52'40"E, 868.87 feet; thence S89°47'W, 25.00 feet to a point on the west line of said Northwest Quarter; thence N00°19'W, along the west line of said Northwest Quarter, 1226.12 feet to the point of beginning. Contains 35,010.6 Square Feet, or 0.804 Acres.

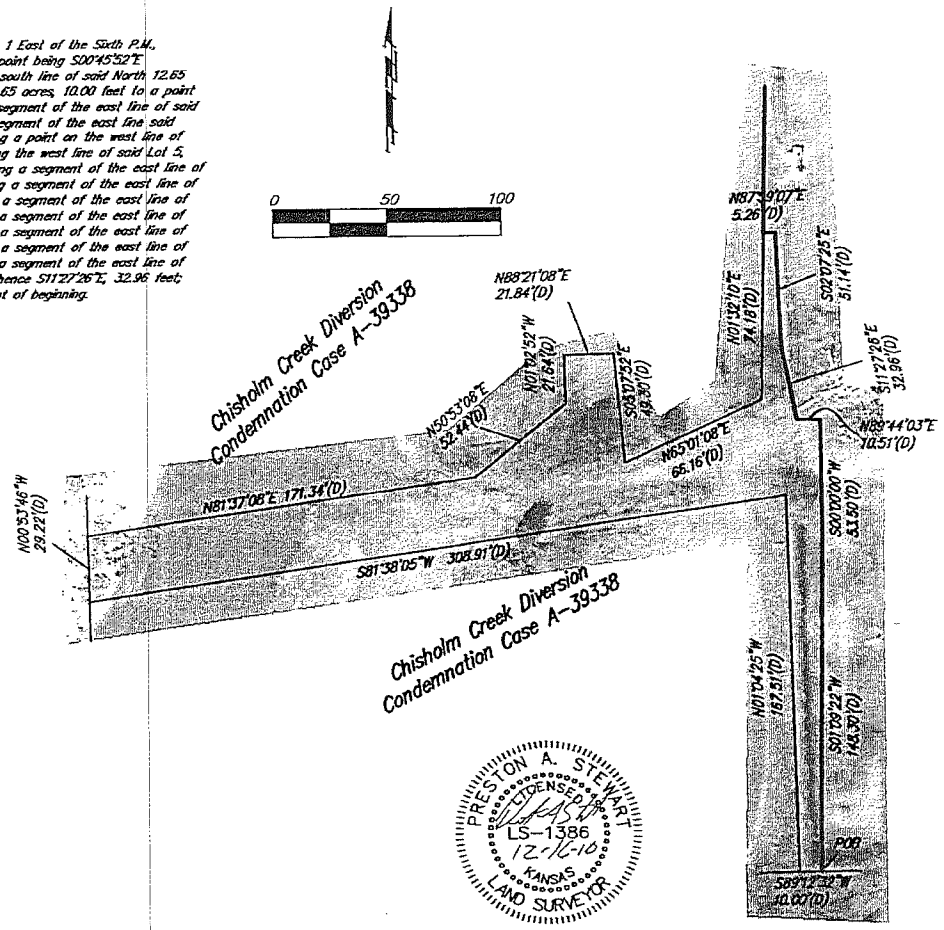
Kansas Gas and Electric Company Tract "75"(Key # A-00338-00UP):

The North 12.65 acres of Lot 5 in the Northwest Quarter of Section 29, Township 26 South, Range 1 East of the Sixth P.M., except that part of Floodway filed as Condemnation Case A-39338, Sedgwick County, Kansas.

ADDITIONAL TAKING DESCRIPTION:
A portion of the North 12.65 acres of Lot 5 in the Northwest Quarter Section 29, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas, described as commencing at the southeast corner of said North 12.65 acres, said point being S00°45'52"E (assumed), 667.97 feet from the northeast corner of said Northwest Quarter; thence S89°12'32"W, along the south line of said North 12.65 acres, 101.88 for a point of beginning; thence continue S89°12'32"W, along the south line of said North 12.65 acres, 10.00 feet to a point in the east line of the Chisholm Creek Diversion Condemnation Case A-39338; thence N01°04'25"W, along a segment of the east line of said Chisholm Creek Diversion, 167.51 feet, to a deflection corner in said east line; thence S81°38'05"W, along a segment of the east line said Chisholm Creek Diversion, 308.91 feet to a deflection corner in said east line, said deflection corner also being a point on the west line of said Lot 5; thence N00°53'46"W, along a segment of the east line of said Chisholm Creek Diversion, and along the west line of said Lot 5, 29.22 feet, to a deflection corner in said east line of said Chisholm Creek Diversion; thence N81°37'08"E, along a segment of the east line of said Chisholm Creek Diversion, 171.34 feet to a deflection corner in said east line; thence N50°53'08"E, along a segment of the east line of said Chisholm Creek Diversion, 52.44 feet to a deflection corner in said east line; thence N01°02'52"W, along a segment of the east line of said Chisholm Creek Diversion, 21.64 feet to a deflection corner in said east line; thence N88°21'08"E, along a segment of the east line of said Chisholm Creek Diversion, 21.84 feet to a deflection corner in said east line; thence S05°07'52"E, along a segment of the east line of said Chisholm Creek Diversion, 49.30 feet to a deflection corner in said east line; thence N65°01'08"E, along a segment of the east line of said Chisholm Creek Diversion, 66.16 feet to a deflection corner in said east line; thence N01°32'10"E, along a segment of the east line of said Chisholm Creek Diversion, 74.18 feet; thence N87°59'07"E, 5.26 feet; thence S02°07'25"E, 51.14 feet; thence S11°27'26"E, 32.96 feet; thence N89°44'03"E, 10.51 feet; thence S00°00'00"W, 53.50 feet; thence S01°09'22"W, 148.30 feet to the point of beginning.

Additional taking contains 14,570.7 square feet, or 0.334 Acres.

NOTE:
Easements granted to Chisholm Creek Utility Authority as established by the Quit Claim Deed filed June 25, 2002, on Film 2473, Page 12.



PRESTON A. STEWART
LICENSED
LS-1386
12-16-10
KANSAS
LAND SURVEYOR

Baughman

Tract #75 - Detail
A-00338-00UP - NW 29,Twp.26S,R.1E
Sedgwick County, Kansas

Baughman Company, P.A. 315 Ellis St., Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

REVISIONS	APPROVED	DRAWN
	MGC	PAS
	SCALE	DATE
	1"=100'	December 16, 2010

Tract_75.dwg 10-07-P687

EXHIBIT C

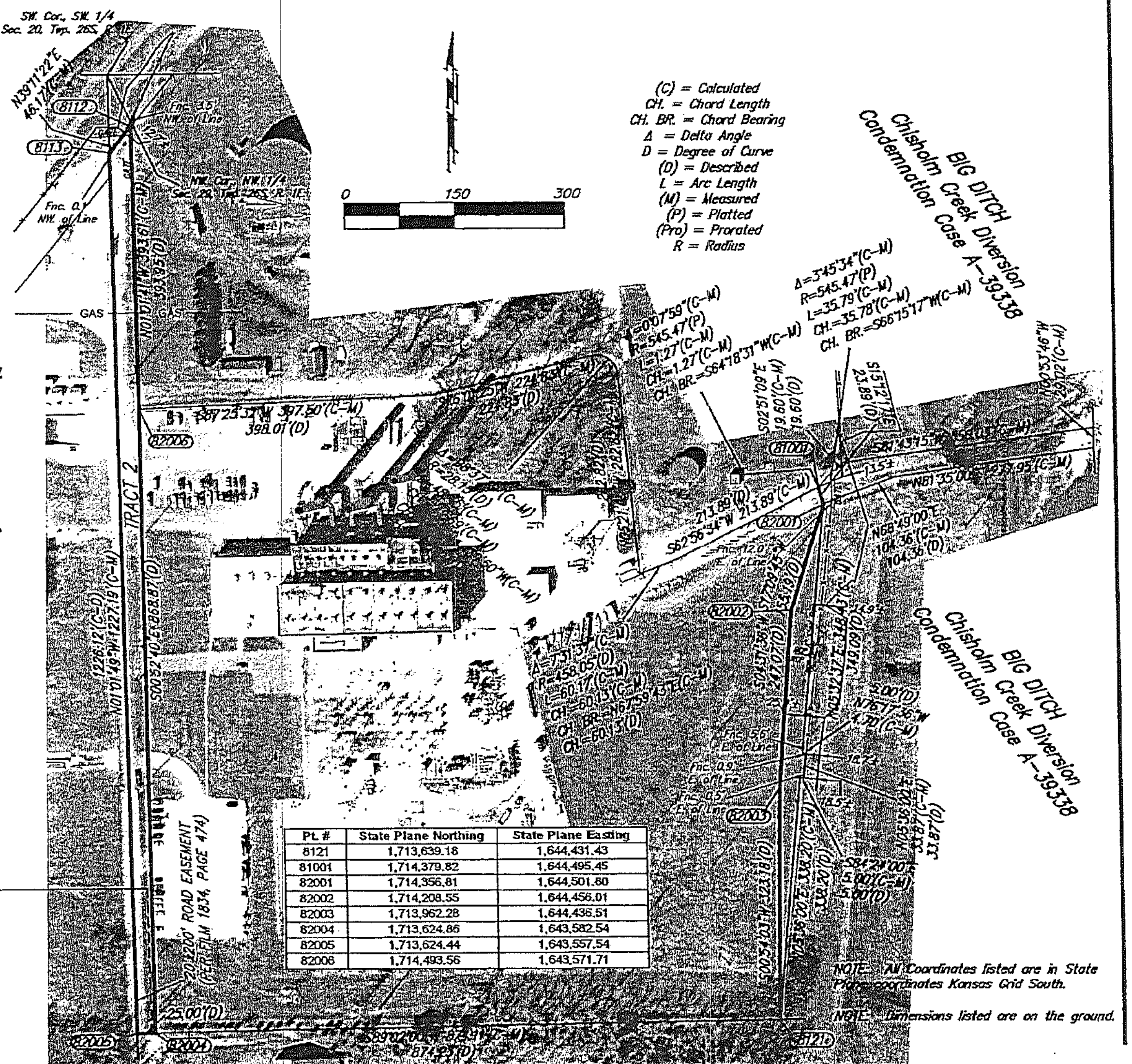
Kansas Gas and Electric Company Tract "82" (Key # A-00339-00UP):

ADDITIONAL TAKING DESCRIPTION:
A tract of land in Government Lot 6, in the Northwest Quarter of Section 29, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas, more particularly described as commencing at the northwest corner of said Section 29; thence S00°19'E, 1334.02 feet; thence N89°47'E, 874.23 feet, to the point of beginning; thence N06°21'E, 338.20 feet; thence S83°39'E, 5.00 feet; thence N06°21'E, 33.87 feet; thence N83°39'W, 5.00 feet; thence N06°21'E, 349.09 feet; thence N69°34'E, 104.36 feet; thence N82°20'E, 277.95 feet; thence N00°53'46"W, 29.02 feet; thence S82°20'W, 350.03 feet; thence on a curve to the left a length of 35.79 feet having a radius of 545.47 feet with a chord bearing of S66°15'17"W for a distance of 35.78 feet; thence S15°12'17"E, 23.89 feet; thence S17°09'45"W, 155.19 feet; thence S04°31'36"W, 247.07 feet; thence S00°54'03"W, 323.18 feet to the point of beginning.

Additional taking contains 25,570.6 Square Feet, or 0.587 Acres.

ADDITIONAL TAKING DESCRIPTION TRACT 2:
A tract of land in Government Lot 6, in the Northwest Quarter of Section 29, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas, more particularly described as commencing at the northwest corner of said Section 29; thence S00°19'E, along the west line of said Northwest Quarter, 107.90 feet, to a point on the south line of the Chisholm Creek Diversion Condemnation Case A-39338, and for a point of beginning; thence N39°11'22"E, along the south line of said Chisholm Creek Diversion Condemnation Case A-39337, 46.17 feet; thence S01°01'41"W, 393.95 feet; thence continue S00°52'40"E, 868.87 feet; thence S89°47'W, 25.00 feet to a point on the west line of said Northwest Quarter; thence N00°19'W, along the west line of said Northwest Quarter, 1226.12 feet to the point of beginning.

Additional taking contains 35,010.6 Square Feet, or 0.804 Acres.



Pt. #	State Plane Northing	State Plane Easting
8121	1,713,639.18	1,644,431.43
81001	1,714,379.82	1,644,495.45
82001	1,714,356.81	1,644,501.80
82002	1,714,208.55	1,644,456.01
82003	1,713,962.28	1,644,436.51
82004	1,713,624.86	1,643,582.54
82005	1,713,624.44	1,643,557.54
82006	1,714,493.56	1,643,571.71

PRESTON A. STEWART LICENSED LS-1386 10-14-11 KANSAS LAND SURVEYOR

Baughman

Tract #82 - Exhibit
Portion NW 29, Twp. 26S, R.1E.
Sedgwick County, Kansas

Baughman Company, P.A. 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

REVISIONS		APPROVED	DRAWN
October 14, 2011 Additional Tract	PAS	PAS	PAS
		SCALE 1"=60'	DATE August 17, 2011

E:\Projects\WVCFLS_10-07-P687\Tract_82-New-Take.dwg 10-07-P687

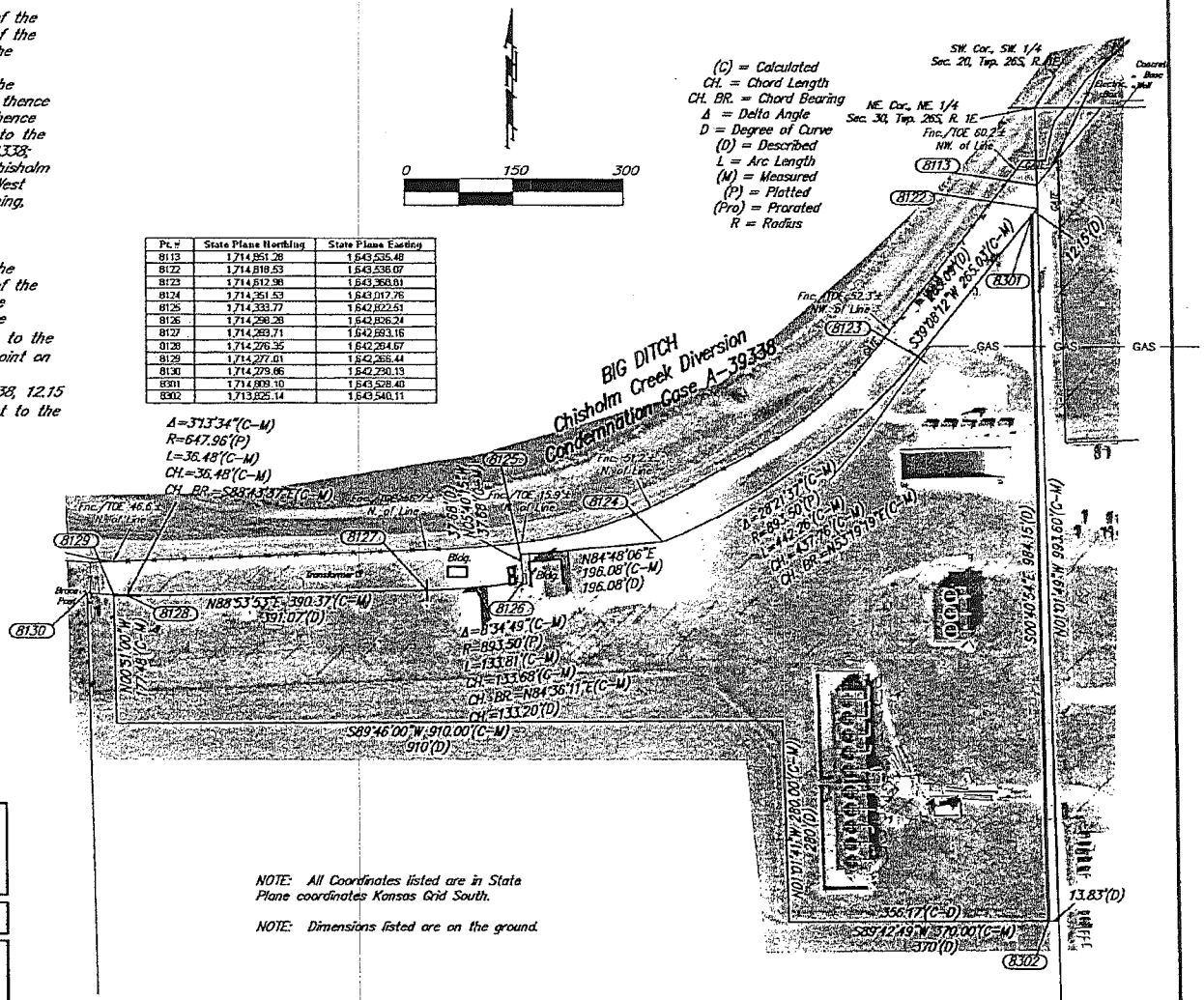
Kansas Gas and Electric Company Tract "83" (Key # A-00340-00UP):

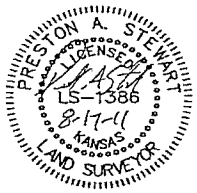
All that part of Government Lots 1 and 3 in the Northeast Quarter of the Northeast Quarter of Section 30, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas, lying on the Southerly side of the center of the Little Arkansas River, EXCEPT that part condemned for floodway in Condemnation Case A-39338, and EXCEPT beginning at the Southeast corner of the Northeast Quarter of the Northeast Quarter, thence North along the East line of the said Northeast Quarter, 200 feet; thence West 370 feet; thence North 280 feet; thence West 910 feet; North to the South line of the Chisholm Creek Diversion, Condemnation Case A-39338; thence Westerly and Northwesterly along the South line of the said Chisholm Creek Diversion to the North line of said Northeast Quarter; thence West along the North line of said Northeast Quarter to the point of beginning, Sedgwick County, Kansas.

ADDITIONAL TAKING DESCRIPTION:
A portion of Government Lots 1 and 3 in the Northeast Quarter of the Northeast Quarter of Section 30, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas, described as commencing at the Southeast corner of the Northeast Quarter of said Section 30; thence N01°01'49"W, along the East line of said Northeast Quarter, 200 feet, to the point of beginning; thence continue N01°01'49"W, 993.60 feet, to a point on the south line of floodway in Condemnation Case A-39338; thence S39°08'12"W, along the south line of said Condemnation Case A-39338, 12.15 feet; thence S00°40'54"E, 984.15 feet; thence N89°42'49"E, 13.83 feet to the point of beginning.

Additional taking contains 10,698.3 square feet, or 0.246 acres.

Pt. #	State Plane Northing	State Plane Easting
8113	1,714,851.28	1,643,535.48
8122	1,714,818.53	1,643,536.07
8123	1,714,812.98	1,643,368.81
8124	1,714,351.53	1,643,017.76
8125	1,714,333.77	1,642,822.61
8126	1,714,298.28	1,642,606.24
8127	1,714,269.71	1,642,583.16
8128	1,714,276.35	1,642,264.67
8129	1,714,277.01	1,642,266.44
8130	1,714,279.66	1,642,290.13
8301	1,714,809.10	1,643,528.40
8302	1,713,825.14	1,643,540.11





NOTE: All Coordinates listed are in State Plane coordinates Kansas Grid South.

NOTE: Dimensions listed are on the ground.

Baughman

Tract #83 - Exhibit
Portion NE 30, Twp. 26S, R.1E.
Sedgwick County, Kansas

Baughman Company, P.A. 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

REVISIONS	APPROVED	DRAWN
	PAS	PAS
	SCALE	DATE
	1"=150'	August 17, 2011

E:|Projects|WVCFLS_10-07-P687|Tract_83-New-Take.dwg 10-07-P687

EXHIBIT C

Exhibit D

That part condemned for floodway in Condemnation Case A-39338 in Government Lots 1 and 3 in the Northeast Quarter of the Northeast Quarter of Section 30, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas, lying on the Southerly side of the center of the Little Arkansas River, EXCEPT beginning at the Southeast corner of the Northeast Quarter of the Northeast Quarter, thence North along the East line of the said Northeast Quarter, 200 feet; thence West 370 feet; thence North 280 feet; thence West 910 feet; North to the South line of the Chisholm Creek Diversion, Condemnation Case A-39338; thence Westerly and Northwesterly along the South line of the said Chisholm Creek Diversion to the North line of said Northeast Quarter; thence West along the North line of said Northeast Quarter to the point of beginning, Sedgwick County, Kansas.

CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
MAY 2012

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Animal Health Services	5/31/2012	Wichita Emergency Veterinary Clinic, Inc. dba Veterinary Emergency & Specialty Hospital of Wichita	Police	6/1/2011 - 5/31/2012	Annual basis
Brooks Landfill - Class 1 Air Emission Source Operating Permit & Mandatory Greenhouse Gases Annual Reporting Requirements	5/31/2012	Camp Dresser & McKee	Public Works & Utilities	6/21/2010 - 5/31/2012	2 - 1 year options
Fill Sand & Delivery - Group 1, Fill Sand Only - Group 2, Mason Sand Only - Group 4, Road Gravel Only - Group 6, Pea Gravel & Delivery (Unwashed) - Group 8, Mud Balls & Delivery - Group 15, Mud Balls Only - Group 16, Top Soil & Delivery (Shredded/Pulverized) - Group 23, Top Soil Only (Shredded/Pulverized) - Group 24	5/31/2012	Martin's Central Sand Company, Inc. dba Central Sand Company, Inc.	Various	6/1/2011 - 5/31/2012	2 - 1 year options
Janitorial Services - Water Distribution	5/31/2013	Able Janitorial, Inc.	Public Works & Utilities	9/12/2011 - 5/31/2012	1 - 1 year option
Janitorial Services for Animal Control Facility - Group 5	5/31/2013	AAA Commercial Janitorial	Public Works & Utilities	6/1/2011 - 5/31/2012	1 - 1 year option
Janitorial Services for Branch Libraries	5/31/2013	His & Hers Cleaning LLC	Library	3/14/2011 - 5/31/2011	Last option
Janitorial Services for Central Public Library-Group 1, Outside Park Restrooms - Group 3 and Fire Dept. Regional Training Facility - Group 6	5/31/2013	Wilson Building Maintenance Inc.	Public Works & Utilities	6/1/2011 - 5/31/2012	1 - 1 year option
Janitorial Services for Environmental Services - Group 2 and Athletic Field Restrooms - Group 4	5/31/2013	EH Technical Solutions, Inc.	Public Works & Utilities	6/1/2011 - 5/31/2012	1 - 1 year option
Landscape Maintenance - Transit	5/31/2013	Complete Landscaping Systems, Inc.	Wichita Transit	6/1/2010 - 5/31/2011	Last option
Limestone (Crushed) Severy Grey/Brown & Delivery - Group 17	5/31/2013	Martin Marietta Materials	Various	6/1/2011 - 5/31/2012	1 - 1 year option
Limestone Rock AB-3 (Grey) & Delivery - Group 11, Limestone Rock AB-3 (Cream) & Delivery - Group 12	5/31/2013	Twins Trucking, LLC	Various	6/1/2011 - 5/31/2012	1 - 1 year option
Liquid Oxygen	5/31/2013	Lampton Welding Supply	Public Works & Utilities	6/1/2011 - 5/31/2012	1 - 1 year option
Liquid Sulfur Dioxide	5/31/2013	Brenntag Southwest, Inc.	Public Works & Utilities	6/1/2010 - 5/31/2011	Last option
Mason Sand & Delivery - Group 3, Fill Dirt & Delivery - Group 21, Fill Dirt Only - Group 22	5/31/2013	Associated Material & Supply Company, Inc.	Various	6/1/2011 - 5/31/2012	1 - 1 year option
Meter Box Rings, Lids & Risers	5/31/2013	Clay & Bailey Mfg. Co.	Public Works & Utilities	6/21/2011 - 5/31/2012	1 - 1 year option
Overhead Door Repair	5/31/2013	D H Pace Door Services	Various	6/1/2010 - 5/31/2011	Last option
Road Gravel & Delivery - Group 5, Pea Gravel & Delivery (Washed) - Group 7	5/31/2013	Cornejo Materials, LLC	Various	6/1/2011 - 5/31/2012	1 - 1 year option
Rock Salt for Snow & Ice Control	5/31/2013	Hutchinson Salt Company	Public Works & Utilities	6/21/2011 - 5/31/2012	1 - 1 year option
Salt & Sand Mixture and Sand Only for Ice Control	5/31/2013	Cornejo Materials, LLC	Public Works & Utilities	6/1/2011 - 5/31/2012	1 - 1 year option
Top Soil and Delivery - Group 19, Top Soil Only - Group 20	5/31/2012	Lafarge North America, Inc. dba Lafarge North America Aggregates	Various	6/1/2011 - 5/31/2012	2 - 1 year options
Tree Trimming, Pruning and Removal Service	5/31/2013	Arbor Masters Tree Service, Inc.	Housing & Community Services	6/1/2011 - 5/31/2012	1 - 1 year option
Wastewater Products for Odor Control	5/31/2013	NRP Group, Inc.	Public Works & Utilities	6/15/2010 - 5/31/2011	Last option

PROFESSIONAL CONTRACTS UNDER $25,000
MAY 2012

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

ANNUAL MAINTENANCE CONTRACTS OVER $25,000
DIRECT PURCHASE ORDERS FOR MAY 2012

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Lucity Inc.	DP240330	Applications Software for Microcomputer Systems	$32,935.00		
International Business Machines Corp.	DP240356	Software Maintenance/Support	$38,931.90		
Cogsdale Holdings LTD	DP240359	Software Maintenance/Support	$107,779.70		
Colossus Inc.	DP240386	Software Maintenance/Support	$117,412.48		

City of Wichita
City Council Meeting
June 12, 2012

TO: Mayor and City Council Members

SUBJECT: General Obligation Bond and Note Sale

INITIATED BY: Finance Department

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: The City is planning to offer for sale two series of general obligation temporary notes in the principal amount of approximately $61,245,000 (Series 245 and 252); two series of general obligation bonds (Series 805 and 810) in the principal amount of approximately $14,535,000; and, one series of general obligation bonds (Series 961) in the principal amount of approximately $1,610,000. The bonds and notes are being issued for the purpose of providing temporary and permanent financing capital improvement projects and Tax Increment Financing (TIF) projects of the City. The public sale of the bonds and notes is scheduled for 10:00 a.m. C.D.T. on July 10, 2012, at which time bids will be received and the City Council will award the sale of bonds and notes to the bidders whose proposed interest rates result in the lowest overall cost to the City.

Analysis: The sale of temporary notes allows short-term financing of improvements that shall be permanently financed through the issuance of bonds, pay-as-you-go financing or other sources. The bonds are being issued on a reimbursement basis to finance project costs previously incurred.

The City's Summer 2012 general obligation bond and note sale includes the following issues:

Temporary Notes
The proceeds from the sale of the Series 245 and 252 Renewal and Improvement Temporary Notes will be used to provide interim financing for City-at-large projects, improvement district projects, public improvement projects and improvements related to Tax Increment Financing (TIF) Districts. Temporary Note Series 245 will be issued in a principal amount of approximately $6,105,000 and are taxable under Federal law due to the nature of the TIF improvements being financed. Temporary Note Series 252 will be issued in a principal amount of approximately $55,140,000.

General Obligation Bonds
The Series 805 Bonds will be issued in a principal amount of approximately $12,210,000 and will be used to permanently finance City-at-large, public improvement and Storm Water Utility projects.

Special Assessment Bonds
The Series 810 Bonds will be issued in a principal amount of approximately $2,325,000 and will be used to permanently finance neighborhood improvements located in special improvement districts. Special assessments have been levied against the property owners in the improvement districts for the purpose of paying all or a portion of the costs of such improvements, including the payment of principal and interest on the Series 810 Bonds.

TIF Bonds
The proceeds from the sale of the Series 961 (Taxable) Bonds, herein referred to as the "TIF Bonds" will be used for public improvements located within the East Bank Tax Increment Financing District. Tax increment funds collected within TIF District will be used to pay all or a portion of the costs of the projects located within the District. The Series 961 Bonds will be issued in the principal amount of approximately $1,610,000.

Financial Considerations: The City of Wichita awards the sale of bonds to the bidder with the lowest true interest cost, or "TIC". Using the TIC to calculate the bids, accounts for the time value of money. The TIC is the rate that will discount all future cash payments so that the sum of their present value will equal the bond proceeds. Further, using the TIC calculation can potentially result in the City saving money because TIC does not ignore the timing of interest payments. Due to their short term, the awards for the sale of temporary notes are made to the bidder with the lowest net interest cost.

The Series 245 and 252 Temporary Notes will mature on August 15, 2013 and will be retired using the proceeds of permanent financing bonds, renewal notes and/or other available funds of the City. The Series 245 and 252 Temporary Notes will be callable February 14, 2013 at par.

The Series 805 General Obligation Bonds will mature serially over 10 and 15 years, with principal maturities structured to produce level annual payments of principal and interest for each maturity term. The Series 805 Bonds will be callable beginning in 2020 at par and are payable from City-wide ad valorem taxes, as well as Storm Water Utility revenues.

The Series 810 Special Assessment Bonds will mature serially over 15 and 20 years with principal maturities structured to produce level annual payments of principal and interest for each maturity term. The Series 810 Bonds are payable from the collection of special assessments levied against benefitting properties, and if not so paid, from Citywide ad valorem taxes. The Series 810 Special Assessment Bonds will be callable beginning in 2020 at par.

The Series 961 Bonds will mature serially over 11 years with principal maturities structured to produce level annual payments of principal and interest. The Series 961 TIF Bonds are payable from the collection of property taxes by Sedgwick County and paid to the City. The Series 961 Bonds are not subject to optional redemption prior to the stated maturities.

Goal Impact: This item impacts the Economic Vitality/Affordable Living and Internal Perspective Goals through the temporary and permanent financing of capital improvements and offering the City's debt obligations through competitive sale.

Legal Considerations: The Law Department has approved the Resolution authorizing the sale of the bonds and notes and directing the publication and distribution of the Notice of Sale (prepared by the City's Bond Counsel).

Recommendation/Action: It is recommended the City Council adopt the resolution: 1) authorizing the general obligation bond and note sales; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel; 3) finding that such Preliminary Official Statement is in a form "deemed final" for the purpose of the Securities Exchange Commission's Rule 15c2-12(b)(l), subject to

revision, amendment and completion in the final Official Statement; 4) authorizing publication and distribution of the Notice of Sale; and 5) authorizing staff, in consultation with Bond Counsel, to take such further action reasonably required to implement this Resolution.

Attachments: Sales Resolution
Official Notice of Sale

RESOLUTION NO. 12-139

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE PUBLIC SALE OF GENERAL OBLIGATION NOTES AND BONDS OF THE CITY.

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

Section 1. The following obligations (collectively, the "Obligations") of the City of Wichita, Kansas (the "City"), shall be offered at competitive public sale on July 10, 2012, at 10:00 a.m., Central Time, or at such other time and date approved by the Mayor that is the date of a City Council meeting:

Name of Obligation	**Series**	**Approximate Principal Amount**
General Obligation Bonds	805	$12,210,000
General Obligation Bonds	810	2,325,000
General Obligation Bonds	961 (Taxable Under Federal law)	1,610,000
General Obligation Renewal and Improvement Temporary Notes	245 (Taxable Under Federal law)	6,105,000
General Obligation Renewal and Improvement Temporary Notes	252	55,140,000

Section 2. Bids for the purchase of each series of Obligations shall be accepted through the *PARITY*® Electronic Bid Submission System until 10:00 a.m., Central Time, and will at such time be read aloud and tabulated by City staff. The bids will be considered and each series of Obligations will be awarded to the respective best bidder by the Governing Body at their earliest convenience following the deadline for receipt of the bids.

Section 3. The City's Bond Counsel, Kutak Rock LLP ("Bond Counsel"), in conjunction with City staff, are authorized to prepare a notice of sale and preliminary official statement in connection with the offering of the Obligations (the "Notice of Sale and Preliminary Official Statement") and appropriate officers of the City are authorized to provide the original purchaser of each series of Obligations with a certification to the effect that the City deems the information contained in the Preliminary Official Statement "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1) of the Securities Exchange Commission, and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable such original purchasers to comply with the requirement of such Rule**.**

Section 4. City staff is authorized and directed to give notice of the sale of the Obligations by making copies of the Notice of Sale and Preliminary Official Statement available to prospective purchasers of the Obligations and by publishing a summary of such Notice of Sale

for the bonds being sold in such final form as shall be prepared by Bond Counsel and approved by City staff, on a date which is at least 6 but not more than 30 days prior to the date of the public sale, in a newspaper of general circulation in Sedgwick County, Kansas, and in the *Kansas Register*, the official newspaper of the State of Kansas.

Section 5. City staff, in consultation with Bond Counsel, is hereby authorized to take such further action reasonably required to implement this Resolution, including, but not limited to, providing notice of outstanding notes being redeemed and paid prior to their maturity with the proceeds of the Obligations.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on June 12, 2012.

(Seal)

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

4840-3740-1871.2

CITY OF WICHITA, KANSAS
OFFICIAL NOTICE OF SALE

$12,210,000* GENERAL OBLIGATION BONDS, SERIES 805

$2,325,000* GENERAL OBLIGATION BONDS, SERIES 810

$1,610,000* GENERAL OBLIGATION BONDS, SERIES 961
(TAXABLE UNDER FEDERAL LAW)

$6,105,000* GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 245 (TAXABLE UNDER FEDERAL LAW)

$55,140,000* GENERAL OBLIGATION RENEWAL AND IMPROVEMENT TEMPORARY NOTES, SERIES 252

(General Obligation Bonds and Notes Payable from Unlimited Ad Valorem Taxes)

Date, Time and Place of Receiving Bids

Bids will be received by the Director of Finance on behalf of the Governing Body of the City of Wichita, Kansas (the "City"), via *PARITY*® electronic bid submission system ("*PARITY*"), until 10:00 a.m. (good faith deposits by 9:30 a.m. as described herein) on: **TUESDAY, JULY 10, 2012** (the "Sale Date"), for the purchase of:

$12,210,000* principal amount of General Obligation Bonds, Series 805 (the "Series 805 Bonds");

$2,325,000* principal amount of General Obligation Bonds, Series 810 (the "Series 810 Bonds");

$1,610,000* principal amount of General Obligation Bonds, Series 961 (Taxable Under Federal Law) (the "Series 961 Bonds");

$6,105,000* principal amount of General Obligation Renewal and Improvement Temporary Notes, Series 245 (Taxable Under Federal Law) (the "Series 245 Notes"); and

$55,140,000* principal amount of General Obligation Renewal and Improvement Temporary Notes, Series 252 (the "Series 252 Notes").

All bids shall be publicly read and tabulated on the date and at the time above indicated and all bids and the tabulations thereof shall thereafter be presented to the Governing Body of the City at their earliest convenience in the Council Chamber at City Hall. The Series 805 Bonds, the Series 810 Bonds and the Series 961 Bonds are herein collectively referred to as the "Bonds." The Series 245 Notes and the Series 252 Notes are herein collectively referred to as the "Notes." The Governing Body will thereupon consider the award each series of the Bonds and the Notes to the respective best bidders. **All references to time in this Notice shall mean Central Daylight Saving Time.**

* Subject to change.

Each series of Bonds and Notes shall be sold separately, and bidders may bid on any series of Bonds or the Notes. No oral or auction bid for any series of Bonds or the Notes shall be considered, and no bid for less than the entire principal amount of the applicable series of Bonds or Notes shall be considered.

Description of Bonds

Series 805 Bonds. The Series 805 Bonds shall be issued in the aggregate principal amount of $12,210,000*, shall bear a Dated Date of August 1, 2012, shall be issued in book-entry-only form, and individual purchases may be made in denominations of $5,000 or integral multiples thereof. The Series 805 Bonds shall mature on December 1 in the years and principal amounts as follows:

Maturing December 1	Principal Amount*	Maturing December 1	Principal Amount*
2013	$1,040,000	2021	$1,315,000
2014	1,070,000	2022	1,355,000
2015	1,105,000	2023	55,000
2016	1,135,000	2024	60,000
2017	1,170,000	2025	60,000
2018	1,205,000	2026	60,000
2019	1,240,000	2027	60,000
2020	1,280,000		

The Series 805 Bonds shall bear interest at the rates specified by the successful bidder, and interest shall be payable semiannually on June 1 and December 1 of each year, commencing June 1, 2013.

Series 810 Bonds. The Series 810 Bonds shall be issued in the aggregate principal amount of $2,325,000*, shall bear a Dated Date of August 1, 2012, shall be issued in book-entry-only form, and individual purchases may be made in denominations of $5,000 or integral multiples thereof. The Series 810 Bonds shall mature on December 1 in the years and principal amounts as follows:

Maturing December 1	Principal Amount*	Maturing December 1	Principal Amount*
2013	$120,000	2023	$155,000
2014	120,000	2024	160,000
2015	125,000	2025	170,000
2016	125,000	2026	175,000
2017	130,000	2027	180,000
2018	135,000	2028	30,000
2019	135,000	2029	30,000
2020	145,000	2030	30,000
2021	150,000	2031	30,000
2022	150,000	2032	30,000

* Subject to change.

The Series 810 Bonds shall bear interest at the rates specified by the successful bidder, and interest shall be payable semiannually on June 1 and December 1 of each year, commencing June 1, 2013.

Series 961 Bonds. The Series 961 Bonds shall be issued in the aggregate principal amount of $1,610,000*, shall bear a Dated Date of August 1, 2012, shall be issued in book-entry-only form, and individual purchases may be made in denominations of $5,000 or integral multiples thereof. The Series 961 Bonds shall mature on December 1 in the years and principal amounts as follows:

Maturing December 1	Principal Amount*	Maturing December 1	Principal Amount*
2013	$120,000	2019	150,000
2014	125,000	2020	155,000
2015	130,000	2021	165,000
2016	135,000	2022	170,000
2017	140,000	2023	175,000
2018	145,000		

The Series 961 Bonds shall bear interest at the rates specified by the successful bidder, and interest shall be payable semiannually on June 1 and December 1 of each year, commencing June 1, 2013.

Principal Amounts Subject to Change. The City reserves the right to decrease the total principal amount of any series of Bonds and the principal amount of any maturity in order to properly size a Bond issue including adjustments based on net bond proceeds received by the City as a result of any premium bid. Adjustments, if required, will be made proportionately to each maturity as permitted by the authorized denominations of such series of Bonds. The successful bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of a series of Bonds as described. If there is an adjustment in the final aggregate principal amount of a series of Bonds or the schedule of principal payments as described above, any premium bid on such series of Bonds will be proportionately adjusted. At the request of the City, each successful bidder agrees to resize the Bond issue, adjust the premium and provide a revised maturity schedule to the City promptly after receipt of notification of such a request by the City.

Redemption of Bonds

Series 805 Bonds and Series 810 Bonds. The Series 805 Bonds and the Series 810 Bonds maturing in the years 2013 through 2020, inclusive, shall become due on their stated maturity dates without the option of prior payment. At the option of the City, the Series 805 Bonds and the Series 810 Bonds maturing December 1, 2021, and thereafter, may be called for redemption and payment prior to their respective maturities on and after December 1, 2020, in whole or in part at any time at a price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date established for redemption and payment.

*Subject to change.

Series 961 Bonds. The Series 961 Bonds are not subject to optional redemption prior to their stated maturity dates.

***Mandatory Redemption*.** A bidder may elect to have all or a portion of a series of Bonds scheduled to mature in consecutive years issued as term bonds (the "Term Bonds") scheduled to mature in the latest of those consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth herein, subject to the following conditions for each series of Bonds: (a) not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements, (b) callable and noncallable serial maturities of the Bonds may not be combined in the same Term Bond maturity, and (c) a bidder must indicate the Term Bond election on the bid submitted.

***General Redemption Provisions*.** If less than all of a series of outstanding Bonds are called for redemption on a specified date, the method of selection of the Bonds to be called shall be designated by the City in such equitable manner as it may determine. In the case of Bonds registered in denominations greater than $5,000, the City shall treat each $5,000 of face value as though it were a separate Bond in the denomination of $5,000.

Written notice of any call for redemption and payment of the Bonds shall be given by the Paying Agent by United States first class mail, not less than 30 days prior to the date established for such redemption and payment, to the Registered Owners of the Bonds called for redemption and payment as shown by the Registration Books maintained by the Bond Registrar.

Paying Agent and Bond Registrar

The Treasurer of the State of Kansas, Topeka, Kansas, has been designated as Paying Agent and Bond Registrar for the Bonds (hereinafter called the "Paying Agent"). The fees of the Paying Agent for the registration, transfer, exchange, payment and redemption, if any, of the Bonds shall be paid by the City. The City shall also pay for the printing of a reasonable supply of blank registered bond certificates for such purpose. Any additional costs or fees that might be incurred in the secondary market, except the fees of the Paying Agent, shall be the responsibility of the Registered Owners of the Bonds.

Payment of Principal and Interest on Bonds; Ownership Registration

One certificate representing the entire principal amount of each maturity of each series of the Bonds will be issued to The Depository Trust Company, New York, New York (hereafter called "DTC"), registered in the name of Cede & Co. (DTC's nominee), and will be immobilized in the custody of DTC. A book-entry-only system of issuance will be employed, evidencing ownership of the Bonds in the permitted $5,000 denominations, with transfers of ownership effected on the records of DTC and its Direct Participants pursuant to the rules and procedures established by DTC and its participants. Principal and interest on the Bonds will be paid in same-day funds to DTC or its nominee as the Registered Owner of the Bonds. DTC's practice is to credit Direct Participants' accounts on the payable date. Payments by Direct Participants to Beneficial Owners will be governed by standing instructions and customary practices. The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained

by DTC, its participants or persons acting through such participants. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only issuance of the Bonds.

Description of Notes

Series 245 Notes. The Series 245 Notes shall be issued in the principal amount of $6,105,000*, shall bear a Dated Date of August 9, 2012, and a Maturity Date of August 15, 2013, shall be issued in book-entry-only form, and individual purchases may be made in denominations of $5,000 or integral multiples thereof. The Series 245 Notes shall bear interest from the Dated Date at the rate which shall be determined upon the public sale of the Notes, and said interest shall be payable on the Maturity Date.

Series 252 Notes. The Series 252 Notes shall be issued in the principal amount of $55,140,000*, shall bear a Dated Date of August 9, 2012, and a Maturity Date of August 15, 2013, shall be issued in book-entry-only form, and individual purchases may be made in denominations of $5,000 or integral multiples thereof. The Series 252 Notes shall bear interest from the Dated Date at the rate which shall be determined upon the public sale of the Notes, and said interest shall be payable on the Maturity Date.

Principal Amounts Subject to Change. The City reserves the right to increase or decrease the total principal amount of any series of Notes based on net note proceeds received by the City in order to properly size a Note issue including adjustment resulting from any premium bid. The successful bidder may not withdraw its bid or change the interest rate bid as a result of any changes made to the principal amount of a series of Notes as described. If there is an adjustment in the final aggregate principal amount of a series of Notes or the schedule of principal payments as described above, any premium bid on such series of Notes will be proportionately adjusted.

Redemption of Notes

The Notes may each be called for redemption and payment prior to their respective maturities on and after February 14, 2013, in whole or in part at anytime. Notes called for redemption and payment shall be redeemed at a price of 100% of the principal amount thereof, plus accrued interest to the date established for redemption and payment.

If less than all of the outstanding Notes of a series are called for redemption on a specified date, the method of selection of the Notes to be called shall be designated by the City in such equitable manner as it may determine. In the case of Notes registered in denominations greater than $5,000, the City shall treat each $5,000 of face value as though it were a separate Note in the denomination of $5,000.

Written notice of any call for redemption and payment of the Notes shall be given by the Paying Agent by United States first class mail, not less than 30 days prior to the date established for such redemption and payment, to the Registered Owners of the Notes called for redemption and payment as shown by the Registration Books maintained by the Note Registrar.

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* Subject to change.

Payment of Principal and Interest on Notes; Ownership Registration

One certificate representing the entire principal amount of each series of Notes will be issued to The Depository Trust Company, New York, New York (hereafter called "DTC"), registered in the name of Cede & Co. (DTC's partnership nominee,) and will be immobilized in the custody of DTC. A book-entry-only system of issuance will be employed, evidencing ownership of the Notes in the hereinbefore stated permitted denominations, with transfers of ownership effected on the records of DTC and its Direct Participants pursuant to the rules and procedures established by DTC and its participants. Principal and interest on the Notes will be paid in same-day funds to DTC or its nominee as the Registered Owner of the Notes. DTC's practice is to credit Direct Participants' accounts on the payable date. Payments by Direct Participants to Beneficial Owners will be governed by standing instructions and customary practices. The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only issuance of the Notes.

Paying Agent and Note Registrar

The Treasurer of the State of Kansas, Topeka, Kansas, has been designated as Paying Agent and Note Registrar for the Notes (hereinafter called the "Paying Agent"). The fees of the Paying Agent for the registration, transfer, exchange, payment and redemption, if any, of the Notes shall be paid by the City. The City shall also pay for the printing of a reasonable supply of blank registered note certificates for such purpose. Any additional costs or fees that might be incurred in the secondary market, except the fees of the Paying Agent, shall be the responsibility of the Registered Owners of the Notes.

Conditions of Bidding

General Bid Conditions. Individual proposals for the purchase of each series of Bonds and/or the Notes shall be received bearing such rate or rates of interest as may be specified by the bidder, subject to the conditions of this paragraph. No bid for less than par value, plus accrued interest thereon from the Dated Date to the date of delivery, shall be considered, and no supplemental interest payments shall be authorized. Each bid must state (i) the total interest cost to the City during the life of the applicable series of Bonds or the Notes on the basis of the bid, (ii) the premium, if any, offered by the bidder, (iii) the net interest cost to the City on the basis of the bid, and (iv), for each series of Bonds, the true interest cost (as hereinafter defined) on the basis of such bid. Each bid shall be certified by the bidder to be correct, and the Governing Body of the City shall be entitled to rely on such certificate of correctness.

Bond Bid Conditions. The same rate of interest shall apply to all Bonds of the same series having the same maturity date. Each interest rate specified shall be in an even multiple of 1/8th or 1/20th of 1%. *No interest rate specified for a maturity for a series of Bonds may be less than the interest rate specified for any prior maturity for such series of Bonds unless the interest rate bid for any maturity is not more than 1% lower than the highest interest rate specified for any preceding maturity for such series of Bonds.* The maximum stated rate of interest on any Series 805 Bond and any Series 810 Bond shall not exceed the daily yield for the ten-year

treasury bonds published by *The Bond Buyer*, in New York, New York, on the Monday next preceding the date of the public sale, plus 3%. The maximum stated rate of interest on any Series 961 Bond shall not exceed the daily yield for the ten-year treasury bonds published by *The Bond Buyer*, in New York, New York, on the Monday next preceding the date of the public sale, plus 4%.

Note Bid Conditions. Only a single rate of interest for each series of Notes may be specified by the bidder. Each interest rate specified shall be in an even multiple of 1/8th or 1/20th of 1%. The maximum stated rate of interest on the Series 245 Notes shall not exceed the daily yield for the ten-year treasury bonds published by *The Bond Buyer*, in New York, New York, on the Monday next preceding the date of the public sale, plus 4%. The maximum stated rate of interest on any Series 252 Notes shall not exceed the daily yield for the ten-year treasury bonds published by *The Bond Buyer*, in New York, New York, on the Monday next preceding the date of the public sale, plus 3%.

Form and Submission of Bid; Good Faith Deposit

Bids must be submitted through the *PARITY* Electronic Bid Submission System ("*PARITY*"). To the extent any instructions or directions set forth in *PARITY* conflict with the Official Notice of Sale, the terms of the Official Notice of Sale shall control. All bids must be received by the undersigned prior to 10:00 a.m. (the "Submittal Hour") on July 10, 2012 (the "Sale Date"), accompanied by the applicable good faith deposit described below, which may be submitted separately, provided such good faith deposit is received by the City prior to the Submittal Hour on the Sale Date. The City shall not be responsible for any failure, misdirection or error in the means of transmission via *PARITY*. Bids submitted in accordance with this section and accepted by the City as provided below shall be binding obligations of the bidders. For further information about the electronic bidding services of *PARITY*, potential bidders may contact Ipreo, 1359 Broadway, 2nd Floor, New York, NY 10010, (212) 849-5021.

Good Faith Deposit

Each bid for the Bonds shall be accompanied by a good faith deposit in an amount equal to 2% of the principal amount of the series of Bonds for which the bid is submitted ($244,200 for the Series 805 Bonds, $32,200 for the Series 961 Bonds and $46,500 for the Series 810 Bonds), and each bid for the Notes shall be accompanied by a good faith deposit in an amount equal to 2% of the principal amount of the series of Notes for which the bid is submitted ($122,100 for the Series 245 Notes and $1,102,800 for the Series 252 Notes). The good faith deposit must be in the form of (1) a certified or cashier's check drawn on a bank located in the United States of America, payable to the order of the City, (2) a Financial Surety Bond (as described below) payable to the order of the City or (3) a wire of Federal Reserve funds (as described below), immediately available for use by the City. If a bid is accepted, such good faith deposit shall be deposited by the City until the bidder shall have complied with all of the terms and conditions of this Notice and of its bid. In the event a bidder whose bid is accepted shall default in the performance of any of the terms and conditions of this Notice or of its bid, said bidder's good faith deposit shall be retained by the City for liquidated damages. If a bid is accepted, but the City shall fail to deliver the applicable Bonds or Notes to the bidder in accordance with the terms and conditions hereof, said good faith deposit amount shall be returned to the bidder. No interest

shall be paid upon the successful bidder's good faith deposit. Checks representing the good faith deposit accompanying the bids of the unsuccessful bidders shall be promptly returned.

Certified or Cashier's Check Received By 9:30 a.m. If a certified or cashier's check is used for the good faith deposit, it must be received by the City by 9:30 a.m. on the Sale Date by delivery to Ms. Catherine Gilley, Debt Coordinator, Department of Finance, Twelfth Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679.

Financial Surety Bond Received By 9:30 a.m. If a Financial Surety Bond is used for the good faith deposit, e-mailed (cgilley@wichita.gov) notification of the surety bond must be received by Ms. Catherine Gilley, Debt Coordinator by the insurance company issuing the surety bond by 9:30 a.m. on the Sale Date. If a Financial Surety Bond is used for the good faith deposit, it must be from an insurance company licensed to issue such surety bond in the State of Kansas. Such surety bond must be submitted to the Director of Finance prior to the time that bids for the purchase of the applicable series of Bonds or the Notes will be received. The Financial Surety Bond must identify each bidder whose good faith deposit is guaranteed by such Financial Surety Bond. If a series of Bonds or the Notes is awarded to a bidder using a Financial Surety Bond, then that bidder is required to submit its good faith deposit to the City in the form of a certified or cashier's check or wire transfer as instructed by the Director of Finance not later than 2:00 p.m. on the next business day following the award of the applicable series of Bonds or the Notes. If such check or wire transfer is not received by that time, the Financial Surety Bond will be drawn by the City to satisfy the good faith deposit requirement.

Wire Transfer Received By 9:30 a.m. If a wire transfer of the good faith deposit is used, the wire transfer shall reference the applicable series of Bonds or the Notes and shall be sent to the City for receipt by 9:30 a.m. on the Sale Date. Wire transfer instructions may be obtained by contacting:

Catherine Gilley
Debt Coordinator
455 North Main – 12th Floor
Wichita, Kansas 67202
316/268-4143
cgilley@wichita.gov

or

Shawn Henning
City Treasurer
455 North Main – 12th Floor
Wichita, Kansas 67202
316/268-4444
shenning@wichita.gov

If a wire transfer of the good faith deposit is used, the wire transfer identification information shall reference the applicable series of Bonds or the Notes by including the

following information which shall be completed by the bidder with the applicable series designation

Ref: City of Wichita, Kansas Good Faith Deposit, Series _____
[fill in appropriate Series designation]

Contemporaneously with such wire transfer, each bidder shall send an e-mail to cgilley@wichita.gov and shenning@wichita.gov including the following information: (i) indication that a wire transfer has been made; (ii) the amount of the wire transfer; (iii) the wire transfer federal reference number; (iv) the issue to which it applies; (v) the return wire instructions if such bidder is not awarded the applicable series of Bonds or the Notes to which the wire transfer applies, (vi) the name of the bidder for which the wire transfer is to be credited as a good faith deposit, and (vii) if the name of the bidder as shown on *PARITY* does not match the name shown as the beneficiary on the wire instructions, the email will also state that the bidder is identified by the beneficiary's name on the wire instructions.

Awarding of Bonds and Notes

Bonds. Each series of Bonds will be sold separately and each will be awarded to the responsible bidder offering to pay not less than the par amount of applicable series of Bonds and accrued interest thereon and specifying a rate or rates of interest that result in the lowest effective interest rate to the City. The effective interest rate to the City shall be the interest rate per annum determined on a per annum true interest cost ("TIC") basis by discounting the scheduled semiannual debt service payments of the City on the applicable series of Bonds (based on such rate or rates of interest so bid), to the Dated Date of such Bonds (based on a 360-day year), compounded semiannually and to the bid price, excluding accrued interest to the date of delivery. The City reserves the right to verify each bidder's calculation of TIC, and the award shall be made to the bidder whose proposal results in the lowest TIC calculated in accordance with the provisions of this Notice. If two or more identical bids for the lowest TIC are received, the Governing Body shall determine which bid, if any, shall be accepted, and such determination shall be final. The Governing Body reserves the right to reject any and/or all bids, and to waive any irregularities in any bid submitted.

Notes. Each series of Notes will be sold separately and each will be awarded to the responsible bidder offering to pay not less than the par amount of applicable series of and accrued interest thereon and specifying a rate or rates of interest that result in the lowest net interest cost to the City, which will be determined by subtracting the amount of the premium bid, if any, from the total interest cost to the City (the "NIC"). If there is any discrepancy between the NIC and any average annual net interest rate specified, the specified NIC shall govern and the interest rates specified in the bid shall be adjusted accordingly. The City reserves the right to verify each bidder's calculation of NIC, and the award shall be made to the bidder whose proposal results in the lowest NIC calculated in accordance with the provisions of this Notice. If two or more identical bids for the lowest NIC are received, the Governing Body shall determine which bid, if any, shall be accepted, and such determination shall be final. The Governing Body reserves the right to reject any and/or all bids, and to waive any irregularities in any bid submitted.

Ratings

The City's outstanding general obligation bonds are rated "Aa1" by Moody's Investors Service, Inc. ("Moody's") and "AA+" by Standard & Poor's, a division of the McGraw-Hill Companies ("S&P"). The City's general obligation notes are rated *"MIG 1"* by Moody's and "SP-1+" by S&P. The City has applied to both Moody's and S&P for ratings on the Bonds and Notes described herein. Any explanations of the significance of such ratings (as well as any positive or negative outlooks thereon or potential changes to any rating in the near future) should be obtained from S&P at 55 Water Street, New York, New York 10041 and Moody's at 7 World Trade Center at 250 Greenwich Street, New York, New York 10007. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by a rating agency if in its judgment circumstances so warrant. Any downward revision or withdrawal of any such ratings may have an adverse effect on the market price of the Bonds and Notes.

Bond Insurance

The City has not applied for any policy of municipal bond insurance with respect to the Bonds or Notes and will not pay the premium in connection with any policy of municipal bond insurance desired by the successful bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with any series of the Bonds or Notes, such intent must be specified on the bid and the bid must be accompanied by a commitment from the selected insurer specifying all terms and conditions to which the City will be required to agree in connection with the issuance of such insurance policy. Such commitment shall be delivered to the office of the Department of Finance, located on the Twelfth Floor of City Hall, 455 North Main, Wichita, Kansas 67202-1679. The Governing Body specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest true interest cost to the City.

CUSIP Identification Numbers

The CUSIP Service Bureau will be requested to assign CUSIP identification numbers to the Bonds and Notes, and such numbers shall be printed on the Bonds and Notes; however, neither the failure to assign any such number to or print any such number on any Bond or Note, nor any error with respect thereto, shall constitute cause for the failure or refusal by the successful bidder to accept delivery of and to make payment for the Bonds or Notes in accordance with the terms of this Notice and of its bid. All expenses in relation to the printing of the CUSIP numbers and the expenses of the CUSIP Service Bureau for the assignment thereof shall be the responsibility of and shall be paid for by the City.

Delivery of and Payment for Bonds

A single Bond per maturity, duly printed or typewritten, executed and registered in conformity with the laws of the State of Kansas, shall be furnished and delivered at the expense of the City to the successful bidder of each series of Bonds on or about August 9, 2012, by deposit of such Bonds with DTC. Payment for each series of Bonds shall be received by

12:00 noon on the delivery date, in Federal Reserve funds immediately available for use by the City.

The successful bidder(s) shall be furnished with a certified Transcript of Proceedings evidencing the authorization and issuance of the applicable series of Bonds, and the usual closing proofs, which shall include a Certificate that there is no litigation pending or threatened at the time of the delivery of such series of Bonds affecting their validity and also regarding the completeness and accuracy of the Official Statement.

Delivery of and Payment for Notes

A single Note, duly printed or typewritten, executed, registered and countersigned in conformity with the laws of the State of Kansas, shall be furnished and delivered at the expense of the City to the successful bidder(s) of each series of Notes on or about August 9, 2012, by deposit of such Notes with DTC. Payment for each series of Notes shall be received by 12:00 noon on the delivery date, in Federal Reserve funds immediately available for use by the City.

The successful bidder(s) shall be furnished with a certified Transcript of Proceedings evidencing the authorization and issuance of the applicable series of Notes, and the usual closing proofs, which shall include a Certificate that there is no litigation pending or threatened at the time of the delivery of the Notes affecting their validity and also regarding the completeness and accuracy of the Official Statement.

Official Statement

The Governing Body of the City has authorized and directed the preparation of a Preliminary Official Statement in connection with the issuance of the Bonds and Notes, copies of which may be obtained from the City's Department of Finance. The Preliminary Official Statement is in a form "deemed final" by the Governing Body for the purpose of the Securities Exchange Commission's Rule l5c2-12(b)(1), but is subject to revision, amendment and completion in the final Official Statement. Authorization is hereby given to redistribute this Official Notice of Sale and the Preliminary Official Statement, but this entire Official Notice of Sale and the entire Preliminary Official Statement, and not portions thereof, must be redistributed.

By awarding the Bonds or Notes to any bidder or bidding syndicate submitting a proposal therefor, the Governing Body agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which such Bonds or Notes are awarded, a reasonable number of copies of the final Official Statement. The City designates the senior managing underwriter of any syndicate to which such Bonds or Notes are awarded as agent for purposes of distributing copies of the final Official Statement to each participating underwriter. Any bidder delivering a proposal with respect to the Bonds or Notes agrees thereby that if such proposal is accepted (i) it shall accept such designation, and (ii) it shall enter into a contractual relationship with all participating underwriters of the applicable series of Bonds or the Notes for purposes of assuring the receipt by each such participating underwriter of the final Official Statement. Copies of the final

Official Statement in excess of a reasonable number may be ordered by the successful bidder at its expense.

Continuing Disclosure

The City will agree in the resolutions of the City prescribing the terms of the Bonds and Notes to enter into an undertaking (the "Undertaking") for the benefit of the holders of the applicable series of Bonds and Notes to send to the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Market Access facility, or other applicable entity as required or permitted under Securities and Exchange Commission Rule 15c2-12 (the "Rule"), certain financial information and operating data annually and to provide notice to the MSRB of certain events, pursuant to the requirements of the Rule.

Authority, Purpose and Security

The Bonds and Notes shall be issued under the authority of and pursuant to the provisions of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 *et seq.*, as amended and supplemented, including specifically, with reference to the Notes, K.S.A. 10-123, as amended and supplemented. The Bonds and Notes shall be authorized by ordinances and accompanying resolutions to be adopted and passed, respectively, by the Governing Body on the Sale Date. The Bonds and Notes and the interest thereon shall constitute general obligations of the City, and the full faith, credit and resources of the City will be pledged by the aforesaid ordinances to the payment thereof. Reference is made to the City's Official Statement for a more extensive discussion of security for the Bonds and Notes.

Legal Opinion

All matters relating to the authorization and issuance of the Bonds and the Notes are subject to the approving opinion of Kutak Rock LLP, Kansas City, Missouri, Bond Counsel. Bond Counsel's opinion shall be furnished without expense to the successful bidder(s) concurrently with delivery of the Bonds and the Notes. All fees and expenses of Bond Counsel shall be paid by the City. Reference is made to the Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Bonds and Notes and for the form of opinions of Bond Counsel.

Not Bank-Qualified

The Bonds and Notes will <u>not</u> be designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Original Purchaser's Certificate

The successful bidder for each series of Bonds and Notes will be required to complete, execute and deliver to the City, prior to the delivery of the applicable series of Bonds or Notes, a certificate regarding the "issue price" of such Bonds or Notes (as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The certificate shall state that, as of July 10, 2012 (the Sale Date), the bidder reasonably expected to offer all of the Bonds or Notes of such series to the general public (excluding bond houses, brokers, or similar persons acting in

the capacity of underwriters or wholesalers) in a bona fide public offering at the prices set forth in such certificate (excluding accrued interest and expressed as dollar prices) and that all of such series of Bonds or Notes have actually been offered to the general public at such prices. Such certificate, however, may indicate that the successful bidder will not reoffer such Bonds or Notes for sale. The form of such certificate may be obtained from Bond Counsel prior to the Sale Date.

Assessed Valuation; Bonded Indebtedness

The City's equalized assessed tangible valuation for computation of bonded debt limitations is $3,533,597,333. The total outstanding general obligation bonded indebtedness of the City as of August 1, 2012, including the Bonds and Notes is $819,609,500. The City's Series 243 Notes (outstanding in the principal amount of $7,8705,000), and the Series 250 Notes (outstanding in the principal amount of $37,995,000) will be retired on August 9, 2012, from a portion of the proceeds of the Bonds, the Notes and other available funds of the City.

Additional Information

Additional information regarding the Bonds and Notes may be obtained from the Department of Finance, Twelfth Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679 (Ms. Catherine Gilley, Debt Coordinator, Telephone 316/268-4143, E-mail: cgilley@wichita.gov). To obtain a Preliminary Official Statement visit www.onlinemunis.com.

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BY ORDER OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, ON JUNE 12, 2012.

By: /s/ Carl Brewer, Mayor
Carl Brewer, Mayor

(Seal)

ATTEST:

By: /s/ Karen Sublett, City Clerk
Karen Sublett, City Clerk

4815-2095-0543.2

City of Wichita
City Council Meeting
June 12, 2012

TO: Mayor and City Council

SUBJECT: Drug Court – Outpatient Treatment

INITIATED BY: Municipal Court

AGENDA: Consent

Recommendation: Approve the contract and authorize necessary signatures.

Background: The Wichita Municipal Drug Court Program, created in 1995, was one of the first 100 established nationwide and was the first established in Kansas. The Drug Court Program began as a deferred judgment that provided a non-traditional, therapeutic approach to dealing with criminal offenders who are substance abusers. In 2005, the program was expanded to include defendants placed on probation whose criminal behavior is a result of substance abuse issues. A Drug Court Team consisting of a judge, prosecutor, probation officer and treatment provider work collaboratively using a non-adversarial approach to encourage and promote substance free behavior. The Wichita Drug Court Program is a minimum of one year. The components of the program include intensive treatment, regular court appearances, random drug testing, education and counseling. The primary mission of the Drug Court is to rehabilitate the participant through intensive drug and alcohol treatment with accountability and responsibility being key components of the overall program. Upon successful completion of all requirements of the Drug Court Program, the deferred judgment defendant's charges are dismissed allowing the defendant the opportunity to avoid a criminal drug conviction. Upon successful completion of the program and all other conditions of probation, the probation participant's probation is concluded.

Analysis: A Request for Proposal (RFP) was developed seeking qualified, licensed contractors to provide outpatient treatment services to Municipal Court for the Drug Court Program. Four agencies submitted proposals that were reviewed and evaluated by the a staff screening committee comprised of representatives of the Department of Law, the Department of Finance, the City Manager's Office, and Municipal Court. The proposal submitted by ComCare Addiction Treatment Services best met the requirements of the RFP. ComCare has provided outpatient treatment services to the Court for the past thirteen years and has been an integral component in the success of the Drug Court Program. Its service to the Court has been of the highest professional standard.

Financial Considerations: During the last thirteen years in which ComCare has been the treatment provider, there have been no significant contract increases**.** However, due to increasing costs associated with the program, the current ComCare proposal does include a fee increase. Program costs are passed directly to defendants, the City is only responsible for treatment costs which defendants are not able to fund. The Municipal Court expenditure budget includes a general fund allocation of $70,000 for the Drug Court Program. Based on past expenditure patterns, this amount is sufficient to absorb additional costs anticipated with this contract. With Council approval, the Municipal Court Drug Court Program will be funded with Special Liquor Tax funds beginning in 2013. Use of Special Liquor Tax funding for drug treatment programs is appropriate pursuant to KSA 79-41a04.

Goal Impact: The City of Wichita Drug Court Program promotes a Safe and Secure community by connecting offenders with substance abuse issues to outpatient drug and alcohol treatment.

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

Recommendations/Actions: It is recommended that the City Council approve the contract with ComCare Addiction Treatment Services and authorize the necessary signatures.

Attachments: Drug Court Outpatient Treatment Contract 2012
ComCare Scope of Services Proposal
Request for Proposal for Outpatient Drug Treatment for Drug Court
Request for Proposal for Outpatient Drug Treatment for Drug Court Addendum #1

CONTRACT FOR OUTPATIENT TREATMENT SERVICES FOR THE DRUG COURT PROGRAM

This contract, entered into this _____day of_____, 2012, by and between CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and SEDGWICK COUNTY, KANSAS, a municipal corporation, hereinafter called "COUNTY."

WITNESSETH:

WHEREAS, CITY has sought competitive bids for the provision of Out-Patient Services and administration of its drug court diversion program and COUNTY has submitted the bid most beneficial to the CITY and is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services.** COUNTY shall provide to the CITY and complete all those services specified in the COUNTY'S Response to Request for Proposal No. FP240014. The COUNTY'S Response to Request for Proposal and the Request for Proposal documents in their entirety shall serve as the Scope of Services description for this contract and are attached as Exhibit B and Exhibit C, and are incorporated herein by reference.

2. **Acceptance Procedure.** COUNTY shall render the deliverables described in Exhibit B under the terms and conditions thereof. CITY may perform site visits to observe COUNTY's performance in fulfilling this contract, and will receive from COUNTY quarterly reports describing the actions taken and results obtained toward fulfilling the scope of services requirements and the outcome performance measurements stated therein. If CITY believes any of these reports demonstrate a failure to conform to the requirements of the contract, it shall notify COUNTY in writing within thirty (30) days and shall indicate with particularity in what manner the performance as recorded fails to conform. In the absence of such notice of non-conformance, acceptance of the work products will be presumed. Prior payments of sums invoiced for services subsequently reported shall not constitute a waiver of any breach of the scope of services requirements.

3. **Compensation**. CITY agrees to accept the services detailed in Exhibit B as the exclusive source for these services during the effective period of this contract and any subsequent renewal. CITY approves and will allow COUNTY to charge the program participants for the services provided at the rates and in the manner described in Exhibit B. CITY further agrees to provide reimbursement to COUNTY of uncollectible charges billed to program participants, after commercially reasonable efforts to secure payment from the participants, insurance, other government sources, guarantors, etc. have been exhausted. These collection efforts will be handled by COUNTY through a dedicated Fiscal Associate, as detailed in Exhibit B, who will provide monthly reports to City of the status of program participant accounts. The reporting and other administrative services provided under this agreement shall be done without cost to the CITY.

4. **Term**. The term of this contract shall be from July 1, 2012 to June 30, 2013 with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms by agreement of the parties. This contract is subject to termination for convenience by either party at its discretion at any time within the original contract term or within any successive renewal, upon ninety (90) days written notice to the other party. COUNTY shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of such termination.

5. **Indemnification and Insurance.** COUNTY 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 COUNTY, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. CITY shall save and hold the COUNTY 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 CITY, its officers, agents, servants, or employees, occurring in the performance of this contract.

6. **Independent Contractor.** The relationship of COUNTY to the CITY will be that of an independent contractor. No employee or agent of the COUNTY shall be considered an employee of the CITY.

7. **Compliance with Laws.** COUNTY shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

8. **No Assignment.** The services to be provided by COUNTY under this contract are personal and cannot be assigned, sublet, or transferred without specific written consent of the CITY.

9. **Non-Discrimination.** COUNTY shall comply with all applicable requirements of the City of Wichita's Revised Non-Discrimination and Equal Employment/Affirmative Action Program Requirements Statement for Contracts of Agreements attached as Exhibit C, which is incorporated herein by reference.

10. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as 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.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Savings Clause.** If any provision of this contract is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

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

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor
Wichita City Council

Attest:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

SEDGWICK COUNTY, KANSAS

Tim R. Norton, Chairman
Board of County Commissioners

Attest:

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Deputy County Counselor

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

During the term of this contract, the contractor or subcontractor, vendor, or supplier of the City, by whatever terms 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 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 the 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 hereunder.

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 and advertisements for employees for 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 in the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order, or subagreement so that such provisions will be binding upon each subcontractor, subvendor, or subsupplier;

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated, or suspended in whole or in part by the contracting agency.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors, or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors, or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor, or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT B – SCOPE OF SERVICES

REQUEST FOR PROPOSAL 2012
RFP NO. FP240014

Out-Patient Drug Treatment for Drug Court
SUBMITTED BY:
COMCARE
ADDICTION TREATMENT SERVICES
April 4, 2012

COMCARE Addiction Treatment Services (ATS) recognizes:

1. That a significant number of people returning through the criminal justice system for substance related crimes are offenders who have previously been convicted and sentenced for drug offenses;

2. the need to effectively intervene in the offender's use of mood-altering substances in order to break this cycle and reduce those numbers;

3. the importance of maintaining a continuity of treatment providers and a non-adversarial approach to encourage and promote substance free behavior; and

4. The need to intervene in a manner that provides the greatest chance of affecting positive change at the lowest reasonable cost.

We are pleased to submit this proposal to offer outpatient treatment services for the City of Wichita Drug Court.
Attached are one original and nine copies of the proposal.

_____
William P. Buchanan
County Manager
Sedgwick County, Kansas

INTRODUCTION

Addiction Treatment Services (ATS) is a program of Comprehensive Community Care of Sedgwick County (COMCARE). Addiction Treatment Services is the combination of three previous COMCARE programs, Alcoholism Treatment Center, Comprehensive Drug Treatment Center, and Women's Alcoholism Treatment Center (WATS). The ATS program has been in existence, separately and combined since 1972. The program serves primarily the working poor and the indigent providing quality addiction services to a population lacking insurance and financial resources to purchase private care. All treatment will be provided at 940 N. Waco. ATS program entrance is located on the north side of the building. Free parking is available on the North and East side of the building. The treatment center is located across the street from a bus pick-up/drop-off. ATS has handicapped parking and wheel-chair accessible entrance with automatic doors. Security is on site to escort offenders to the parking areas in the evenings. Interpreter services are available for those needing them.
According to Substance Abuse and Mental Health Services Administration (SAMHSA) information, the average cost in 2002 for treatment of alcohol or drug abuse in outpatient facilities was estimated $1,433. It is assumed that the average outpatient treatment costs would be based on an eight to twelve week program. Compare these costs to $66.20 per day ($5,958.00 for 90 days) at the Sedgwick County Detention Facility and a national average of $28,817.00 a year to incarcerate an addict. In addition, the study notes that drug treatment cuts crime up to 80%, that for every dollar invested in drug treatment the nation saves $7.00 in societal and medical costs, and that long-term drug treatment is as effective as long-term treatment for chronic diseases – both have one year relapse rates of about 50%.
In response to RFP No. FP240014, Out-patient Drug Treatment for Drug Court, ATS welcomes the opportunity to continue to provide outpatient treatment. We propose to provide this treatment in three phases to best meet the needs of the Drug Court population. In developing our current drug treatment program, we examined several Drug Court models. From this review we developed a model that best reflected our treatment philosophy. We have been providing service to the Drug Court offender population for fourteen years. Two full-time clinical staff and 75% of one Qualified Mental Health Professional have been assigned to the program.

We have adopted our treatment philosophy from Substance Abuse and Mental Health Service Administration's (SAMHSA) Definition and Guiding Principles of Recovery from Mental Health and Substance Use Disorders. The working definition of Recovery from Mental Disorders and Substance Use Disorders is: a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. SAMHSA has identified four major dimensions that support a life of recovery:

- Health: overcoming and managing one's disease(s) as well as living in a physically and emotionally healthy way;

- Home: a stable and safe place to live;

- Purpose: meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income and resources to participate in society; and

- Community: relationships and social networks that provide support, friendship, love and hope.

In addition, Addiction Treatment Services is influenced by SAMHSA's Guiding Principles of Recovery which states that recovery:

- Emerges from hope.
- Is person-driven.
- Occurs via many pathways.
- Is holistic.
- Is supported by peers and allies.
- Is supported through relationship and social networks.
- Is culturally-based and influenced.
- Is supported by addressing trauma.
- Involves individual, family, and community strengths and responsibility.
- Is based on respect.

It has been our experience that outpatient treatment for criminal justice offenders has the best outcome when certain conditions are in place:

The first condition is that all components of the justice system and the treatment providers are working together to provide consistent structure and consequences. This helps guard against the offender manipulating the system, and provides appropriate legal sanctions to motivate offenders to succeed.

Another condition is the willingness of the justice system and treatment personnel to tailor a highly structured program to the specific needs of the offender. The ability to move the offender forward and backward between the treatment phases reflects the knowledge that it is not unusual for an addict to experience ups and downs during the stages of recovery, and conserves the resources of local legal, court, and detention services.

Treatment Approach**:** Counselors are trained to use the client centered, non-judgmental, non-confrontational approach meeting clients where they are at. Counselors view the treatment process as an exercise that will promote self-esteem, dignity and self-worth that occurs over time, not as an event. Treatment will be provided in either group or individual counseling sessions.

Treatment staff members utilize a variety of Evidenced-Based Practices treatment approaches which include Motivational Interviewing, Hazelden Matrix Model, Hazelden Living in Balance

with Co-Occurring Disorders, Cognitive-Behavioral therapy (Thinking for a Change) as well as Relapse Prevention Therapy. As ATS recognizes that no single treatment approach is appropriate for all individuals; staff is able to tailor the treatment plan to the specific needs of the client and practice a variety of approaches. Additionally, since clients are committed to the treatment program for a one-year minimum a variety of approaches can be utilized and explored as one size may not fit all.

SPECIFIC DRUG COURT EXPERTISE

COMCARE-Addiction Treatment Services has been providing alcohol/drug treatment for the City of Wichita Drug Court Program since November of 1998**.** For the past fourteen years, the Drug Court Treatment Liaison has remained the same. This provides stability in the offender's treatment experience. The facility has dedicated a three-quarter time Qualified Mental Health Professional (QMHP) who is dually licensed as a Licensed Clinical Addictions Counselor (LCAC) as the Drug Court Liaison. The core members of the Drug Court Team (Judge, Probation Officer, Prosecutor, Public Defender and Treatment Liaison) have historically had a very good working relationship.

In February 2000, the National Center for State Courts conducted an evaluation of the City of Wichita Treatment-Based Drug Court. The evaluators noted the following as strengths regarding the treatment provider: "*commitment by the Court and Drug Court Team to the drug court process, high quality treatment provider who is engaged in the process and treatment continuum available"*.

Over the course of the 14 years that COMCARE-ATS has been providing treatment services to the Municipal Drug Court, program performance has consistently exceeded all agreed upon outcome targets. The 2011 results were as follows:

- 96% of collected UAs were negative (no alcohol/drugs detected). Target: 80%
- 96% of the clients did not receive any additional legal charges. Target: 80%
- 83% of clients (excluding those receiving disability) were working and/or participating in vocational training/education. Target: 80%

In December 2006, the COMCARE's expertise with drug court programming was recognized by the Sedgwick County Criminal Justice Coordinating Council (CJCC) and was asked to participate on a Drug Court Committee to determine whether a drug court program for the 18th Judicial District would be beneficial to the community. COMCARE actively participated in this committee and contributed to the recommendations made to the CJCC to proceed with planning for the implementation of a new drug court program. COMCARE helped to develop the proposal to implement the new drug court program that CJCC presented to the Sedgwick County Board of County Commissioners and Sedgwick County leadership in March 2008. The proposal was approved and COMCARE was invited by the Sedgwick County Department of Corrections to partner with them on the provision of treatment services for the new District Drug Court. This new program began accepting referrals in November 2008 and COMCARE-ATS has been intimately involved in the continuous development of the program and is an

integral part of the District Drug Court Team. The COMCARE-ATS Drug Court Coordinator who has been assigned to the City of Wichita Drug Court program also supervises the District Drug Court program.

Based on data collected for all of the clients referred to both Drug Court programs during 2010 and 2011, an analysis indicates that the clients served by drug court programs have relatively severe drug-related problems that correspond to the Diagnostic and Statistical Manual drug dependence diagnosis. The average TCU Drug Screen II score for drug court program participants was 3.64 compared to a national average of 1.9[1]. A score of 3 or greater indicates a severe problem. Furthermore, the data for all other clients served by the general ATS treatment program, which includes a significant number of criminal justice involved individuals, reflects an average score of 4.43 as compared to the national average of 1.9. COMCARE-ATS professional staff has extensive experience with providing treatment to severely addicted individuals.

SCOPE OF SERVICES

ACCESS

ATS staff believes it is beneficial to have a treatment representative in court the same day that the Drug Court Agreement is signed to answer any treatment related questions that the offender may have. Once the offender signs the Drug Court Agreement, a COMCARE staff member will meet with the offender at the court hearing to discuss substance use disorder treatment and schedule an appointment for an intake assessment. Program participants will be provided with a COMCARE- Addiction Treatment Services brochure, a handout explaining the intake process and an appointment card for intake.

MUNICIPAL COURT LIAISON

The COMCARE- ATS Drug Court Coordinator will be the assigned Municipal Court Liaison for this program. The current staff member in this position has over 14 years of drug court experience and is the direct supervisor for all COMCARE- ATS drug court personnel. In addition to providing leadership for the drug court treatment team, the Drug Court Liaison or designee will be responsible for the following:

- consult with the Drug Court Team concerning incentives or sanctions to be either awarded to or placed on the offender
- notify the Drug Court Team when an offender fails to attend treatment
- provide recommendations to the Drug Court Team regarding the conditions of probation or deferred judgment related to substance use disorder treatment
- ensure written reports regarding the program participants progress in treatment or lack thereof is provided to the Drug Court Team for each review hearing

[1] The national average or "norms" are mean scores (n=18,364) from Knight, et al (2002, National Institute of Justice).

- attend all Drug Court hearings and meet with the Drug Court Team prior to court hearings for case review; and
- Monitor Drug Court billing in consultation with the COMCARE- ATS Office Services Manager and Program Manager to ensure timely and accurate billing.

ASSESSMENT

During the intake assessment, the offender will receive a comprehensive psychosocial assessment, including drug and alcohol use history and previous treatment, medical history, legal history, education and vocational history, family background, and mental health problems. At this first session, the offender will be assessed for structured social detoxification or medically supervised detoxification. Should the offender be in need of social or medical detoxification, he or she will be referred for these services according to the terms of the Drug Court Program. It is not unusual for offenders to detoxify on their own either during incarceration or in anticipation of adjudication. Should the offender not be able to achieve abstinence, structured detoxification is also indicated. If the offender is not in need of structured detoxification, he or she will be placed in the appropriate level of treatment. Should the offender need structured detoxification, or a higher level of care such as inpatient residential treatment, the intake assessment counselor will make appropriate arrangements with available providers in the community. Referrals for inpatient/residential treatment outside of Sedgwick County will only be made if local provider resources are unavailable to appropriately meet the client's needs. To determine the appropriate level of treatment, ASAM (American Society of Addiction Medicine) criteria will be utilized. ASAM criteria consist of evaluating the client on six separate dimensions, including: withdrawal potential, medical conditions, emotional conditions, motivation for treatment, relapse potential and social support available to client. At the time of intake assessment, should it appear that the client has high mental health/low substance abuse needs and is better suited in primarily mental health services; the treatment staff will notify the Municipal Drug Court Team about the possibility of transferring the case to the Mental Health Court.

ATS administers an assessment and outcome evaluation tool called the Texas Christian University Drug Screen-II (TCU-DS II) and Client Evaluation of Self and Treatment (CEST). The TCU-Drug Screen II is a standardized 15-item screening tool that helps identify individuals with a history of heavy drug use or dependency. The instrument is widely used in adult criminal justice and correctional settings. Items on the TCUDS II represent key clinical and diagnostic criteria for substance abuse dependence as specified in the Diagnostic and Statistical Manual (DSM-IV) and the NIMH Diagnostic Interview Schedule (NIMH DISC).

The first part of the scale includes questions related to drug and alcohol use problems and the second part addresses frequency of use and readiness for treatment. One potentially important feature of the scale is its ability to distinguish between criminal offenders with documented drug dependence and those who misuse drugs but are not dependent. This distinction is important for criminal justice officials who must make decision about which offenders should be referred to treatment and the most appropriate types of treatment interventions for different offenders. The CEST scales represent client motivation and readiness for treatment, psychological and social functioning, and treatment engagement. Overall, the measures have

proven to be useful for treatment planning as well as monitoring client performance and change during the course of treatment. ATS has been using these tools with both Drug Court programs for the past two years.

The intake assessment will guide the collaborative treatment planning process for each offender. Treatment plans will be created addressing the client's individual strengths and needs. The program participant will be provided with a copy of his/her initial treatment plan. Thereafter, treatment plans will be reviewed with the program participant and revised as needed throughout treatment. Treatment plans are updated at least every 90 days and when significant events suggest a need to amend the plan to address new needs. Program participants are expected to be active in the treatment planning process and will be provided a copy of all treatment plans created for the duration of their treatment program.

After the initial treatment plan is developed with the offender, a primary counselor will be assigned to monitor the client's progress throughout the course of the treatment program. The offender's treatment and random urinalysis (UA) schedule will be determined at the intake assessment. The program charge and payments will be explained and will be closely monitored by the treatment center's fiscal associate for every drug court client.

Substance abuse treatment will be guided by the initial assessment and ongoing evaluation of the person's treatment needs. The fundamental principles reflected by treatment will be flexibility in response and timely interventions based on the individual's performance. Counselors will be a major part of determining movement through the treatment process based on the person's skills, accomplishments, and behavior. Random urinalysis (UA) will be conducted to monitor compliance with the treatment process. This will occur more frequently early in treatment and less frequently later in treatment with the individual's demonstrated success in making and maintaining behavior change. During this process, relapse can be addressed quickly by all those involved in the supervision and treatment process.

OUTPATIENT TREATMENT

Phase One of Treatment

Outpatient Treatment, Primary, is designed to span approximately twelve weeks, dependent upon the offender's ability to achieve and maintain abstinence. These counseling sessions are typically carried out in a group setting and are specifically designed to address resistance to the need for treatment often exhibited in offenders. During this stage of treatment, the philosophy and skills necessary to maintain long-term clean time are introduced.

Traditional substance abuse treatment has been regarded as harsher than techniques widely accepted today. It appears to be more beneficial for the offender to be guided to realize on their own that their substance use has created life problems rather than simply be told by someone else that they are addicted. The counseling staff uses motivational interviewing to help inspire hope and examine with the offender how their life could improve should they decide to become alcohol/drug free.

The chief modality utilized is group therapy, however individual sessions will be conducted as warranted. Drug Court Clients in Primary Outpatient Treatment will be seen at the rate of 1-3 times per week (two to eight hours per week). This phase is strongly grounded in principles of the pre-contemplative and stabilization stages of change. The treatment approach is non-

judgmental and non-adversarial and attempts to increase clients' awareness of the potential problems caused, consequences experienced, and risks faced as a result of the alcohol/drug use. During this phase, the offender will receive a minimum of one random UA per week to determine the ability to maintain abstinence.

Should the offender be unable to maintain abstinence, the need for detoxification as well as in-patient treatment will be continuously assessed. Another important feature of this phase of treatment will be the ability to sanction the offender to physically separate them from their drug of choice and provide motivation for maintaining abstinence. Upon completion of the first phase of outpatient treatment the goal is for the offender to have a decrease in denial of the addiction and obtain a greater skill set to navigate a long-term recovery program.

At any time during Outpatient Treatment, appropriate Drug Court personnel will be contacted to collaborate on alternative treatment options should the offender not be reaching established goals. Should it appear alcohol and drug cravings are uncontrollable, ATS will evaluate the appropriateness of a referral to our medical staff for evaluation to determine the potential benefit of medication assisted treatment. Regular established communication and reporting to Drug Court would also be performed. Exposure to community support groups is encouraged. At completion of Primary Treatment, the offender could either be referred to Relapse Prevention Group, Continuing Care or Life Skills groups.

In Primary Treatment, offenders will receive a minimum one UA per week. The offender could receive additional random UA's should the treatment staff become aware they have returned to use, or if there are clinical indications that the offender may be using. Should an offender experience an inability to remain abstinent during treatment, the Court will be consulted on the need to refer the offender to a higher level of care to achieve abstinence. In addition to developing skills to maintain abstinence, the offender will be expected to address the social and interpersonal effects of their drug use, such as lack of stable housing, poor eating habits, poor health and hygiene, and the lack of structured daily living. Offenders will have access to a non-traditional case management that can assist offenders with referrals for educational pursuits, resume writing, job searches, budgeting skills and application process for disability benefits.

Phases Two and Three of Treatment

Continuing Care, Phase Two, is designed to span approximately 28 weeks, whereas, Maintenance, Phase Three, is designed to span approximately 12 weeks dependent on the offender's ability to address issues that might interfere with abstinence. The treatment staff will have the option of placing an offender in a weekly or bi-monthly Continuing Care Group or a monthly Maintenance Group focused on relapse prevention work. Placement by the counselor will depend upon the needs of the offender. Offenders will receive random UA's a minimum of two times per month.

During Phase Two, or Continuing Care, Drug Court clients may be referred to one of the following specialty groups: Women's Recovery Issues, Men's Recovery Issues, Anger Management Issues and Co-Occurring Disorders (Substance Use and Mental Health). Currently ATS utilizes "Women in Recovery: Understanding Addiction" and "Helping Men

Recover: A Program for Treating Addiction" both by Stephanie Covington. The Anger Management group is targeted specifically for substance users and mental health clients and currently utilizes "Anger Management for Substance Abuse and Mental Health Clients-A Cognitive Behavioral Therapy Manual" by SAMHSA. The current Co-Occurring curriculum is Hazelden's "Living in Balance with Co-Occurring Disorders".

The Women's and Men's Issues groups are designed for women and men who have a chemical dependence diagnosis and specific gender-related issues in recovery. Some of these topics could include but are not limited to: self, relationships, sexuality, spirituality, domestic violence, co-dependence and parenting issues. The Anger Management group utilizes four types of Cognitive Behavioral Therapy interventions that are most frequently used when treating anger disorders: Relaxation Interventions, Cognitive Interventions, Communication Skills Interventions, and Combined Interventions.

ATS recognizes that a considerable portion of the addicted population concurrently experiences a psychiatric diagnosis. Should an offender have a co-occurring mental health diagnosis in addition to a substance dependence diagnosis, the offender would attend a group designed to meet the needs of the particular client. These groups are formatted to address substance abuse and mental health needs simultaneously. Hazelden's "Living in Balance With Co-Occurring Disorders" is utilized in ATS's Co-Occurring Disorders program and provides information designed to assist the client to live a healthy life by improving and balancing the biological, psychological, social and spiritual aspects of their lives.

Clients with co-occurring disorders will be assessed as necessary by our medical staff for potential medication needs. Medically necessary psychiatric services will be an additional charge to the offender based upon a sliding scale fee. Individual sessions could also be a necessary part of this treatment program.

Should an offender experience a return to use, he or she will be assessed by the counselor to review events that contribute to the return to use and develop a relapse plan specific to their use and life experiences. The offender will be asked to complete a Relapse Prevention Worksheet that they will share with counselor and the court staff. Upon return to use, an offender could be returned to a higher level of care for more structure and support.

Alcohol/Drug Information School

As a result of the recent addition of the Municipal Court THC "Marijuana" Diversion Program, it is not anticipated that many clients will qualify for the ADIS track. During the assessment process if it is determined that the offender does not appear to have a substance abuse or dependence diagnosis, the counselor will recommend that the offender participate in a one day educational class. This class uses an evidence based curriculum titled Responsible Decisions from The Change Company and is designed to educate the offender about the potential risks and consequences of alcohol and drug use. The offender will be placed on a six-month random UA schedule receiving a minimum of two UA's per month. Should an offender receive a positive drug screen, the Drug Court Team will be notified and the offender will be assessed for possible alternative treatment options. If the offender remains abstinent they will proceed with

the recommendation for graduation. Should the offender require more than the 12 U.A.'s included in the program, it will be the responsibility of the consumer to cover increased costs.

PROGRAM GRADUATION

Graduation from the program is expected to occur with completion of Continuing Care/Maintenance goals, continued abstinence, and full payment of program fees. This may occur in the twelve-month period or may take longer should an offender fail to remain drug free. When the Drug Court Team assesses the offender to be no longer in need of continued monitoring or support and all commitments have been met, a recommendation for graduation will be made to the court.

RANDOM URINALYSIS

To ensure random drug screening, COMCARE-ATS has implemented a random urinalysis system in which the offender is asked to provide a urine specimen the same day it is requested. Each offender is assigned a code and asked to call a phone recording (660-7552) daily. When the offender calls he or she is instructed on whether or not they are required to provide a UA specimen that day.

If the offender's code is designated for that day, the offender will be expected to give a specimen during the collection windows, which are structured to give the offender ample opportunity to provide a urine sample regardless of work or school schedule. Currently, the hours of collection are:

Monday-Thursday: 8:00 AM- 8:45 PM
Friday: 8:00 AM- 7:00 PM
Saturday /Sunday /Holiday: 9:00 AM- 12:00 PM

Hours of collection are subject to change based on staff availability, however, would not be changed without written notice to the court and Drug Court participants.

When the offender presents to provide a drug screen, the offender is asked prior to submitting urine sample if they are taking any over-the-counter or prescription medications. If the offender indicates they are taking prescription medications they are expected to provide verification to the UA technician. The sample is collected using chain of custody procedures and sent to Affiliated Medical Services (AMS) Laboratory for specimen testing.

Each sample is tested for the following five substances: marijuana, cocaine, amphetamines/methamphetamines, opiates, and PCP. Alcohol testing is frequently conducted on samples collected on weekends and at the discretion of counseling or court staff. The laboratory also gives specific information pertaining to level of THC, creatinine levels and specific gravity. Confirmation testing is automatically requested on each THC and amphetamine positive received. Confirmation testing for additional drugs is available upon request. Samples may be tested for alcohol use utilizing EtG at the court's request. Should a client dispute a positive EtG test result, the more sophisticated EtS testing is available with a price comparable to a per drug confirmation fee.

CASE MANAGEMENT SERVICES

Drug Court program participants will receive non- traditional case management services which models Strengths-Based Case Management. Offenders referred to the "Drug Information School Track" will not be eligible for this service. This service will consist of assisting the offender with education and referral on community resources that may help the offender connect with services that impact daily living activities.

COMCARE utilizes a targeted strengths/needs assessment at the time of intake assessment. The following is a brief synopsis of the strengths/needs assessment process that will be provided to COMCARE-Addiction Treatment Services Drug Court participants:
At the time of intake assessment, the staff member will complete a strengths/needs assessment to determine what personal resources (strengths) that client has and what types of additional assistance the client may need. This assessment will examine the following life domains: Home (physical/mental health, financial/economic, housing), Community (social supports), Educational/Vocational and Other (spirituality/hobbies/special interests). If it is determined at intake that the client could benefit from additional services, an individual appointment will be made with a substance abuse counselor.

In these cases the substance abuse counselor will use the information from the Strengths/Needs Assessment to develop an individualized plan for assisting the client in addressing mutually agreed upon unmet needs. COMCARE will continue to refer client's identified as having a significant mental health condition that meets the criteria for Severe and Persistent Mental Illness (SPMI), to either COMCARE Community Support Services (CSS) for intensive community based case management services or Sedgwick County Offender Assessment Program (SCOAP) for time-limited case management.

Currently, the intake clinician provides each client with a community resource sheet that is produced by the United Way of the Plains. This resource guide is a quick reference to resources available within the community to meet basic needs. The handout is available in English and Spanish. The guide includes names of community agencies, phone numbers, addresses and hours of operation for local resources to address basic needs. In addition to this quick guide, treatment staff often accesses additional resource information by providing the clients with the United Way 2-1-1 of Kansas website (www.211kansas.org) and phone number (211 toll free). This resource bank includes thousands of non-profit and government human services across Kansas including many programs not funded by the United Way. If the client does not have access to a computer or telephone, the treatment staff will assist clients in making contact or researching resources.

In addition to the resource guide described above, ATS will continue to develop a resource library of agency brochures, applications and instruction sheets which will provide specific information to clients about a variety of resources that may be needed. ATS has the ability to provide additional written information regarding a variety of community resources providing sufficient detail to allow the client to make application for the needed service. It appears some clients prefer to obtain services on their own and benefit from taking responsibility for them, while others may desire or need additional assistance in making the contacts.

The following is a brief summary as to some of the resources currently used by the COMCARE treatment staff. It is important to note that this is not an all-inclusive list. The COMCARE treatment staff actively seeks new resources as needed to meet the unique circumstances presented by individual clients.

Employment assistance:
The following facilities are referral sources for employment: Wichita Workforce Center, Venture House, various temporary agencies, on-line employment sites, Career Builder, and special employment opportunities for felons. The clients receive verbal and/or written information regarding employment opportunities.

Educational assistance:
The following facilities are referral sources for education opportunities: KANSEL (GED, computer skills training, ESOL, etc.), Towne East/West high school diploma programs, Goodwill (GED preparation). Should clients need information about technical college or traditional college, treatment staff could assist with this as well.

Housing assistance:
The following facilities are referral sources for housing: Oxford Houses and other alcohol/drug half-way houses, safe houses, shelters, etc. The treatment staff can also assist in obtaining Section 8 housing by helping clients complete the application process and following up with case workers through the approval process.

Medical referral:
The following facilities are currently being utilized as sources for medical/dental assistance: Hunter Health Clinic, Grace Medical, Project Access, the Center for Health and Wellness and the Medical Services Bureau.

Assistance in procuring Photo ID:
Clients are provided with information regarding the locations where photo identifications can be obtained and documentation necessary in this process.

Resume Building:
Should clients need assistance with resume writing, they will be referred to Wichita Workforce Center for resume writing workshops as outlined below:

- Creating a Resume

  This workshop is designed primarily for job seekers with basic computer skills who do not have a resume. Attendees may need to return to the Workforce Center to complete their resume and/or get one-on-one assistance. Topics include:

  - ✓ What information belongs on a resume
  - ✓ Examples of different resume styles
  - ✓ Information on the language and transferable skills to incorporate on a resume

- Advanced Resume

  This workshop is designed to help job seekers create a resume that will present their skills and experiences in a professional and eye-catching manner. Attendees should bring a copy of their resume to the workshop. Topics include:

  - ✓ Common resume mistakes to avoid
  - ✓ The importance of using keywords
  - ✓ Information on how to create cover and thank you letters

BILLING & COLLECTION PRACTICES

COMCARE-ATS will continue to staff a Fiscal Associate position. This employee will allow the treatment facility to monitor the collection of financial obligations to the program. The duties of the Fiscal Associate will include: working with offenders to explain payment plans, intervene with delinquent accounts, provide monthly statements to the offender and produce monthly reports requested by the City of Wichita Drug Court Team. The monthly report to be provided to the Drug Court Team will at a minimum include the following information: beginning balance owed by each offender and all payments made throughout the treatment period. While direct supervision of the Fiscal Associate resides within the COMCARE-ATS program, the COMCARE administrative billing staff work closely with the Fiscal Associate to ensure accurate billing and collection occurs.

Program participants who have insurance coverage will be able to use their insurance to cover the treatment costs associated with this program, provided that their plan offers appropriate coverage. COMCARE will bill insurance for clients and will collect any co-payment or co-insurance directly from the client.

COMCARE has an excellent track record for timely filing when clients provide information regarding changes in their coverage in a prompt manner; however, there may be circumstances that occur whereby the client (or guardian) provides information regarding coverage beyond timely filing rules. If this occurs, and COMCARE is unable to be reimbursed for services rendered to date, the agency will provide any necessary documentation to the client that will enable them to file claims for reimbursement on their own for those services. If the client is expected to continue to participate in treatment, their financial information will be updated and future services will be billed to their insurance and co-payments or co-insurance collected directly from the client.

If clients obtain insurance coverage during the course of treatment, as does occur when clients are able to obtain and maintain employment, COMCARE will retroactively bill insurance when possible. If the client has paid an amount which exceeds his/her deductible and any co-insurance amount, this amount will be reimbursed to the client. **While COMCARE is required to comply with timely filing rules, not all insurance companies process payments to the agency in a timely manner.** There may be an occasion where the client has graduated the Drug Court program, but late payments from their insurance company may have not yet been received and posted to the client's account leaving unreimbursed services. In these limited

circumstances, COMCARE will bill any unpaid fees to the City of Wichita for payment. **Payment by the City of Wichita is expected regardless of whether or not the client's case remains open to the Municipal Court.**

Based on the long history of partnership between COMCARE-ATS and the City of Wichita, access to client retention data is available. A review of five years of data (2006-2010) suggests that clients drop out of treatment at various phases. Stage wise treatment requires a more significant investment in treatment and support services during the first few months of treatment. Intensity of treatment decreases over time as clients acquire the skills to achieve and maintain sobriety. For this reason, COMCARE-ATS is proposing a prorated approach to billing for treatment services up to the proposed treatment fees.

Clients referred to the ADIS level of treatment will be expected to pay $186 for the class in advance of attendance and $22 for each UA as they are submitted throughout the course of their program.

COMCARE-ATS proposes billing the client $200 per month for treatment provided during phase I, $100 per month for phase II and $50 per month for phase III. For each month that the offender remains in the drug court program beyond an initial 12 months of active treatment, the offender will be assessed a monthly fee of $30. Based on our review of a five year history of providing treatment services for this program (2006-2010) the average length of stay for clients did not exceed 10 months. Experience has shown that it is rare for clients to be in the Municipal Drug Court program for over 12 months of active treatment. We anticipate these cases to be exceptions and very few in numbers.

The client or the City of Wichita will be billed for the established monthly fee for every month the client participates in active treatment**. All unpaid program fees, including treatment and UAs, for Drug Court clients will be billed to the City of Wichita for payment.** No sliding fee scale is available for the proposed treatment services. If a client does need to access medical services to address a co-occurring psychiatric condition, he/she will be provided medical services on a sliding fee scale throughout the course of their treatment program provided they do not otherwise have coverage.

Regardless of level of care, offenders with a positive drug screen will be charged an additional $25.00 for each positive test that requires confirmation (GCMS) testing performed by the lab. Confirmation testing will automatically be conducted on THC and amphetamine positives, other substances can have additional testing at the client's or court's request. Should the offender remain in the program for over one year there will be no additional charges for UAs provided the client has not yet exceeded the number of UAs included in the original program fee; however, the offender will be responsible for an additional $22 for every UA they are required to submit that exceeds the contracted number of UAs. Payment will be due for all UAs submitted above the number of UAs included in the initial program fee at the time of submission. COMCARE-ATS will accept payment from the offender in the form of cash or money order. Clients will be provided with a receipt for these UAs for their records.

Should COMCARE-ATS admit an offender deemed to be indigent; the Drug Court Liaison will notify the Drug Court Team and will seek approval to bill treatment charges to the City of Wichita. All possible sources of reimbursement will be exhausted before billing the City of Wichita. Program staff will work with these clients to assist them in accessing medical benefits when possible.

Clients who fail to make monthly payments for two subsequent months will be suspended from treatment and the Drug Court Team notified until they have met with the COMCARE-ATS Fiscal Associate and paid at least half of their delinquent balance. The COMCARE-ATS Fiscal Associate will work with the offender to identify potential needs for referral to community resources for budgeting assistance. The assigned Substance Abuse Counselor will also meet with the client to re-evaluate their needs and provide any additional referrals to community resources that may be helpful to the client to improve his/her ability to manage their financial obligations.

COMCARE uses the State of Kansas Department of Administration Accounts Receivable Setoff Program for the collection of delinquent accounts receivable for clients whose outstanding debt is $25.00 or greater. COMCARE-ATS proposes to immediately refer to the Kansas Setoff Program any Deferred Judgment client account that is delinquent and has an unpaid balance of $25.00 or greater, once the client is identified by the Drug Court Team as having dropped out of the program or been terminated. The Drug Court Liaison will notify the ATS Fiscal Associate to refer the client's account to the COMCARE administrative billing department for collections. These accounts will be submitted to the Kansas Setoff Program for 30 days. If after 30 days the delinquent account has not been paid, COMCARE will pull back the claim from the Kansas Setoff Program and will bill the City of Wichita for reimbursement for the uncollected amount of the account balance including treatment and UAs but minus any unpaid psychiatric medical services. It is important to note that the Kansas Setoff Program pays delinquent debts based on when each creditor submits a claim therefore it will be critical that the Drug Court Team make timely decisions regarding the program status of the deferred judgment offender. The Kansas Setoff Program uses any state payments such as income tax returns, homestead payments, etc.to reconcile delinquent accounts receivable submitted by any participating agency.

PROPOSAL REQUIREMENTS

INDEPENDENCE

Comprehensive Community Care of Sedgwick County is independent of the City of Wichita and there is no direct or indirect conflict of interest present.

LICENSE TO PRACTICE IN KANSAS

Addiction Treatment Services is certified by the State of Kansas, Substance Abuse Treatment and Recovery, a Division of Kansas Department of Social and Rehabilitation Services to provide Outpatient Addiction Services: Counseling Treatment, Diagnostic and Referral Service (see attachment). No federal or state deficiencies were noted during the last licensure review by the state or federal regulatory agencies.

QUALIFICATIONS AND EXPERIENCE

COMCARE-Addiction Treatment Services is located in a 10,000 square foot building located at 940 N. Waco. The staff consists of a Program Director, one Program Manager, one Clinical Coordinator, four clerical/support staff, fifteen clinical staff, one part-time Psychiatrist, two part-time Psychiatry Residents, one part-time Advanced Practice Registered Nurse (APRN), one part-time Nurse, one full-time nurse, one full-time UA Technician and two part-time UA Technicians. The Drug Court program will have the following staff assigned: .75 Drug Court Coordinator, 2.0 FTE Licensed Addiction Counselors, .5 support staff, .5 fiscal associate. Clinical Staff assigned to the project have the following certifications:

- Licensed Clinical Psychotherapist (LCP), Licensed Clinical Addiction Counselor (LCAC), Kansas Certified Gambling Counselor I (KCGC-I)
- Licensed Clinical Additions Counselor (LAC)
- Licensed Clinical Addictions Counselor (LAC)

All program staff is Licensed through Behavioral Sciences Regulatory Board to provide addiction counseling. Addiction Treatment Services has staff well-versed in mental health, as well as addictions which makes the program unique in the City of Wichita. Access to a psychiatrist, resident or advanced practice registered nurse for medication evaluation is available. Those offenders receiving psychiatric services will be billed to any applicable insurance coverage or be set up on a sliding fee scale for psychiatric services.

COST DATA

The following charges have been assessed:
Total Cost per Offender (two options based on need):

- Outpatient Treatment: $1350.00
- Drug Information School track: $450.00

These costs will cover 12 months of treatment and the contracted number of initial random drug screens while in the Municipal Drug Court Program. Costs include all related, projected program expenses.

Drug Information School		Cost	Unit Cost per Day
UA Testing (6 months)	12 Uas x $22 x 50 clients	13,200	36.16
Intake & Assessment	2hrs x $28 x 50 clients	2,800	7.67
Treatment	12hrs x $7 x 50 clients	4,200	11.50
Evidence Based Curriculum	$7.25 x 50 clients	363	
		20,563	56.34*

Outpatient Treatment	DO		Cost	Unit Cost per Day
UA Testing (12 months)		$22/UA pro-rated based on DO rates	82,764	226.75
Intake & Assessment		2hrs x $28 x 200 clients	11,200	30.68
Primary Treatment (12 weeks)	30%*	6hrs/wk x $7/hr x 140 clients x 12wks	70,560	193.32
Continuing Care (28 weeks)	40%*	2 hrs /wk x $7hr x 84 clients x 28 wks.	32,928	90.21
Maintenance (12 weeks)	30%*	2hrs/mo x $7/hr x 59 clients x 3 mos	2,478	6.79
			199,930	547.75*

***Actual Outpatient costs per day may vary according to client participation and individual offender needs. Unit costs were calculated taking into consideration the average offender dropout (DO) rates at each phase of treatment; 30%, 40% and 30% based on a five year history (2006-2010).**

Total Projected Program Expenses	
Personnel	173,244
Related program expenses (including lab fees)	47,961
Refunds (insurance, individuals)	5,712
	226,917

Total projected program expenses are based on actual program expenses for 2009 and 2010 adjusting for changes in program staffing (number of allocated FTE's and level of professional licensure), anticipated increase in laboratory fees and curriculum costs associated with the use of evidence based practices and outcomes measurement**. Projected expenses do not include indirect administrative costs such as rent, utilities, facilities maintenance nor administrative billing support.**

According to the Alcohol and Drug Services Cost Study (ADSS) conducted by SAMHSA between 1996 and 1999, the average cost for outpatient treatment (without methadone) was $1,433. You will note that the proposed fee of $1,350 for similar outpatient treatment indicated above is below the study average. Furthermore, the ADSS Cost Study also found that personnel costs accounted for 79% of the total costs for outpatient treatment (without methadone). This proposal fee accounts for 76% of the total cost proposed, again, below the national average. While the RFP outlines a maximum number of referrals at 200 participants, the latest five-year average number of clients served by ATS in the Drug Court and DCPP programs reflects an average of 267 clients served per year.

Additional Assurances

In addition to the scope of services and previous proposal required assurances herein, COMCARE- ATS offers the following additional assurances for your consideration:

- COMCARE of Sedgwick County is an equal opportunity employer;
- COMCARE of Sedgwick County has $1,000,000 per occurrence and $3,000,000 per annual aggregate general liability coverage;
- COMCARE-ATS has internet access and Microsoft Internet Explorer 8.0;

- COMCARE-ATS affirms our intent to adhere to the instructions of the Request for Proposal;
- COMCARE-ATS does not plan to use any subcontractors or consortiums in the execution of the Outpatient Treatment Services described in our response;
- COMCARE-ATS has no major external quality control, regulatory, or licensing deficiencies and has a record of providing quality substance use disorder treatment to our community;
- COMCARE-ATS has experience providing both federal and state programming;
- COMCARE of Sedgwick County is licensed by the City of Wichita and State of Kansas; and
- COMCARE-ATS will abide by all conditions described in the RFP

SUMMARY

COMCARE-Addiction Treatment Services appreciates the opportunity to re-bid to provide services for the City of Wichita Drug Court Program. We have thoroughly enjoyed working with the City of Wichita for the past fourteen years of the contract renewal and look forward to the possibility of continuing to provide quality treatment for the Drug Court Program.
In summary, the following points describe the strengths of the Addiction Treatment Services Drug Court Program:

- Immediate enrollment into the program.
- Quality treatment offered by experienced and committed clinicians.
- A continuum of care that recognizes the need for offenders to be moved back and forth between the phases should an offender need additional support in the event of a relapse.
- State of the art random urinalysis collection procedures.
- Fourteen year history of successful collaboration with the City of Wichita Municipal Drug Court program.
- Commitment to delivery of quality treatment services and a continuous quality improvement process.

ATS proposes the continuation of the following quarterly outcomes:
Outcome #1: Offenders that enter into the City Drug Court Program will remain abstinent from mood altering substances during the course of the treatment program.
Indicators: 1.1 - Offenders will be monitored by random urine drug screens.
1.2 – Offenders will be required to complete a self report form before each group session.
Target: 80% of offenders that enter the City Drug Court Program, after the first 30 days

from admission, will remain drug free from all mood altering substances not prescribed by a physician during the course of the program.

Outcome #2: Offenders that enter into the City Drug Court Program will not obtain any new legal charges during the course of the program.
Indicators: 2.1- Monitor the Booking Report.
2.2- Communication between the program staff and Probation Officer.
2.3- Offender self report
Target: 80% of the offenders in the City Drug Court Program will not incur any new legal charges during the course of the program.

Outcome #3: Offenders in the City Drug Court Program that are unemployed, will become employed, and remain employed during the course of the program. Offenders not employed, but attending school will be considered as employed.
Indicators: 3.1- Pay check stubs.
3.2- Report cards.
3.3- Self report forms will be monitored.
Target: 80% of the offenders in the City Drug Court Program that are unemployed at the time of admission into the program, will become employed or attending school.

(_____) Published in The Wichita Eagle, Friday, March 9, 2012

REQUEST FOR PROPOSAL NO. – FP240014

Sealed Request for Proposal will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **3:00 O'CLOCK P. M., WEDNESDAY, APRIL 4, 2012. One (1) original and nine (9) copies of the proposal are required.** Envelopes must be marked **"Request for Proposal FP240014" and show Due Date and Time** to identify contents. "Request For Proposal" submittal letter must be signed and dated to submit a proposal for:

MUNICIPAL COURT

Out-Patient Drug Treatment for Drug Court

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

Specifications for the sealed proposals are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, (316) 268-4636. This information is also available on the City of Wichita Web Site at http://ep.wichita.gov.

Sealed proposals shall be received in the office of the City Purchasing Manager prior to 3:00 o'clock p.m., Wednesday, April 4, 2012.

The review and evaluation of the submitted Proposals will take estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council. If the Purchasing Division may be of further assistance, please contact us at (316)268-4636.

Dated at Wichita, Kansas, on the 7th day of March, 2012.

Melinda A. Walker
Purchasing Manager

CITY OF WICHITA, KANSAS

REQUEST FOR PROPOSAL

I. INTRODUCTION

The City of Wichita is requesting proposals from qualified Kansas ADAS licensed outpatient treatment providers or a consortium of qualified providers, to provide such services as needed by the Municipal Drug Court implemented by the City of Wichita. Such services are to be provided in accordance with all applicable local, state, and federal laws, regulations and standards, including applicable ADAS licensure standards and Kansas Administrative Regulations.

There is no expressed or implied obligation for the City of Wichita to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Any inquiries concerning the Request for Proposals should be directed to Donte Martin, Court Administrator, at (316) 268-4523.

To be considered, one (1) original and nine (9) copies of the proposal must be received by the Purchasing Manager by **3:00 p.m., Wednesday, April 4, 2012**. The City of Wichita reserves the right to make an award on the basis of greatest benefit to the City and not necessarily on the lowest price. The City also reserves the right to accept or reject any or all proposals submitted. Proposals submitted will be evaluated by a Selection Committee.

During the evaluation process, the City of Wichita reserves the right, where it may serve the City's best interests, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City or the Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and any ideas in a proposal regardless of whether a proposal is selected. Submissions of a proposal indicates acceptance by the firm of the conditions contained in the Request for Proposal.

II. TERM OF ENGAGEMENT

The initial term of the contract will be for one year. The contract will contain an option for the City to extend the contract, at its option for four additional one-year terms. There is no assurance, express or implied; the City will exercise this option in whole or in part. The contract will provide that either party may terminate the contract upon providing a ninety (90) day written notice.

III. SUBCONTRACTING/JOINT VENTURES

Firms are encouraged to consider subcontracting portions of the contract to minority business enterprises and women-owned businesses. Joint ventures between two or more firms are wholly acceptable if it serves the best interests of the City. If this is done, the name of the proposed subcontracting firms must be clearly identified in the proposal. Following award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City. The firm receiving the contract award will be responsible for any work of such subcontractors.

IV. SCOPE OF SERVICES

Drug cases consume enormous criminal justice resources throughout the United States. A large percentage of cases filed in the City of Wichita, Municipal Court are drug related offenses. The City of Wichita handles approximately 2,600 cases involving drug possession or usage each year. These cases include possession of various controlled substances, as well as drug paraphernalia charges. Many of those charged are recidivist offenders, who have previously been convicted and sentenced for drug offenses. The Municipal Court of the City of Wichita recognized the need to break this cycle. As a result, the Wichita Municipal Drug Court was created in 1995. It was one of the first 100 drug courts established nationwide.

Drug Courts provide a non-traditional, therapeutic approach when sentencing criminal offenders who are substance abusers. In Drug Court, the judge, prosecutor, probation officer, treatment provider and defendant's attorney, work as a team using a non-adversarial approach to encourage and promote substance free behavior. The primary goal of the Drug Court is to rehabilitate the participant through intensive drug and/or alcohol treatment, with accountability and responsibility being key components of the overall program. The City of Wichita has two drug court tracks – 1) Drug Court Deferred Judgment and 2) Drug Court Probation Program.

Drug Court Deferred Judgment is a voluntary, pre-adjudication program available to defendants who meet eligibility requirements. Defendant participants must enter a plea of guilty to the drug charge in order to begin the drug court program. Defendant participants must complete a minimum one-year program that involves intensive treatment, regular court appearances, urinalysis, education and counseling as well as paying for all treatment and court fees. Participants must have a minimum of 12 consecutive weeks of urinalysis testing that indicates the Defendant participant is substance free, prior to graduation from the drug court program.

Upon successful completion of all requirements of the Drug Court program, deferred judgment defendant participants are allowed to withdraw their plea of

guilty, and the charges are dismissed. Successful completion of the deferred judgment Drug Court Program will allow a defendant the opportunity to avoid a criminal drug conviction.

The Drug Court Probation Program (DCPP) provides drug court services to defendants who have been convicted in Municipal Court and ordered to participate in Drug Court as a condition of probation. DCPP participants are typically substance abusers who continue to come back to the Municipal Court for crimes related to an underlying drug problem. Many of these defendants cannot keep a job due to their addiction; therefore, they are unable to pay for treatment. The City of Wichita pays the treatment costs for these participants. DCPP participants are responsible for paying UA costs.

The goal of this Request for Proposal is to implement treatment services in conjunction with intensive Court interaction. The treatment program must be tailored to the needs of each Defendant participant. The effectiveness of the Drug Court Program depends upon immediate access to corrections, detoxification, treatment, and aftercare.

If a Defendant participant fails to follow the mandated treatment and probation plan, the offender will appear before the Judge expeditiously. Immediate, effective treatment, incarceration, prosecution or other services, tailored to the individual is deemed crucial for project success.

The Court will work closely with the successful bidder. The benefits of this approach are as follows:

- intensive oversight of offenders treatment and counseling by the Court
- reduction in Municipal Court caseload by reducing the number of repeat offenders
- treatment oriented judicial proceedings instead of traditional incarceration and penalties

Specific Services

A. Provide evaluation, treatment plan, treatment services, case management, and follow-up and/or aftercare for offenders referred by the Drug Court. It is anticipated the firm(s) will provide all resources necessary to ensure offenders receive needed services. A Liaison must be appointed to become a member of the Drug Court Team during the duration of the contract. It is expected that the Liaison will meet with the drug court team and attend all court appearances with the exception of weekends or City of Wichita recognized holidays.

B. It is anticipated that up to 10 new cases per week could be initiated by the Drug Court. An estimated maximum of 200 clients could be served over a one-year period.

C. All Defendant participants are expected to be given a treatment modality based upon need. The proposal shall be based on a twelve month program with a maximum program requirement of up to eighteen months of intensive outpatient treatment.

D. At a minimum, proposals should provide the following services:

1. Assessment of offender's needs and treatment plan.

2. Consultation with Drug Court Team concerning recommendations to be made to the Court regarding restrictions to be placed on the offender.

3. Provide written materials to the offender regarding the treatment process and the goal of treatment.

4. Provide in-patient and/or refer Defendant participants to medical and social detoxification and/or inpatient or outpatient treatment as determined by the court in consultation with the provider.

5. Assign staff to make contact and monitor the offender through the treatment process.

6. If the offender fails to attend treatment, as required, notify the Drug Court.

7. Continue to assess offender's treatment needs that will best serve the offender and his/her family's needs.

8. Provide recommendations to the Drug Court as required, regarding establishing the conditions of probation or deferred judgment.

9. Attend all Drug Court hearings and meet with the Drug Court Team prior to court hearings for review of pending drug court cases.

10. Provide a written report on the treatment status of each offender at each review hearing.

11. Provide a system of random drug testing. Random testing shall include at least four urinalysis tests per month for the initial three months of an individual's participation in the program. Then, there must be a minimum of two urinalysis tests conducted during the individual's remaining term in the program. Random testing shall include testing conducted during the week, in the daytime and evening hours, as well as holidays and weekends. The certified laboratory that is being utilized for testing and confirmation must use the GC/MS testing method when a positive indication of a controlled substance is obtained. The procedure for random testing must be designed so that testing of a Defendant participant will be required immediately after notification to the Defendant participant that a random test is to be conducted. All drug tests must be sent to a certified laboratory to obtain substance levels, as well as test for Creatinine and specific gravity levels. In addition, further testing may be mandated by the Court, for instance ETG testing, and this proposal must provide a procedure for complying with such an order.

12. Advise Drug Court of the progress or lack thereof while offenders are in treatment.

13. Establish a system for payment by offenders of the cost of their treatment and/or urinalysis and supervision to the greatest degree possible, including the application by the Contractor of commercially reasonable collection procedures, in order to incorporate financial responsibility into the treatment regimen. Vendors are strongly encouraged to utilize the services of a collection agency in order to collect outstanding balances owed by the defendant participant.

14. Provide monthly "Treatment Financial Statements" to the City of Wichita Drug Court and the Defendant participant, reflecting the beginning balance owed by each offender and all payments made throughout the treatment period. The format of the report must be approved by the City of Wichita Drug Court.

15. Provide at a minimum, "non-traditional" case management to all participants which includes but is not limited to: Referrals for housing, employment, educational and other resources in the community that will assist the offender in his/her recovery program.

16. A component of the drug treatment program is an internet application, which requires the treatment provider to have Internet Access and Microsoft Internet Explorer 7.0 or greater.

V. PROPOSAL REQUIREMENTS

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of firms seeking to provide out-patient counseling services for the City of Wichita's Drug Court, in conformity with the requirements of this Request For Proposal. The proposal should demonstrate the qualifications of the firm and of the staff to undertake this project. It should also specify the treatment approach that best meets the Request For Proposal requirements.

A. Independence

The firm must provide an affirmative statement that it is independent of the City of Wichita and there is no direct or indirect conflict of interest present as required by federal and state law.

B. Licensed to Practice in Kansas

An affirmative statement must be provided indicating the proposer and all subcontractor/joint venture partners are properly licensed by the State of Kansas in accordance with Kansas Administrative Regulations and Alcohol and Drug Abuse Services section of the State Department of Social and Rehabilitation Services to provide in-patient social detoxification and outpatient treatment.

C. Qualifications and Experience

The proposal should state the name, location, and size of the firm(s) that will provide the services under this proposal. It should also state the number and nature of the professional staff to be used, their certifications, and the number of staff in full time equivalents that will be assigned to the project.

If the proposer is a joint venture or consortium, the qualifications of each firm must be separately stated and identified. The firm shall identify any federal or state deficiencies noted during the last licensure review by state or federal regulatory agencies.

The firm must fully describe its experience in providing alcohol and drug abuse treatment services as it relates to this proposal. A specific

discussion should be made of the firm's capability and experience in providing or referring to an appropriately licensed detoxification or in-patient medical and social detoxification and outpatient treatment facility. The firm should provide information about current caseloads, capacity to meet the timely provision of services required by this Request For Proposal, numbers and qualifications of staff to be assigned to the project, location of actual treatment sites to be used for the project, descriptions of facilities to be used, licensing, accreditation, and any certifications.

D. Cost Data

The proposer must provide the following cost data with the proposal:

1. Total unit cost of outpatient treatment per day.

2. Total unit cost of treatment alternatives per day (if any).

3. Detailed cost justification by line item for the unit costs listed above and total project cost.

4. Evidence of general liability insurance coverage in the minimum amount of $500,000.

5. Total cost of random or court ordered urinalysis services.

The contract will be a **COST REIMBURSEMENT CONTRACT** with a total cost cap to the City of Wichita. Total program expense will be one of several factors in the selection of a firm. It is the awarded Contractor's responsibility to collect amounts due from the offender. The City of Wichita expects the program to be funded in large part by program income collected from offenders. Vendors are strongly encouraged to utilize the services of a collection agency in order to collect outstanding balances owed by the defendant participant. The proposal should address the manner in which program income would be allocated and distributed between the Court, the City of Wichita and the Contractor.

VI. EVALUATION CRITIERIA

A. Mandatory Elements

1. The firm is licensed to practice the services requested in Kansas.

2. The firm has no conflict of interest with regard to any officer or employee of the companies involved including the City of Wichita.

3. The firm adheres to the instructions of the Request For Proposal.

4. The firm identifies all subcontractors/consortiums.

5. The firm has no major external quality control, regulatory, or licensing deficiencies and has a record of quality alcohol and drug treatment services.

B. Technical Qualification

1. The firm has experience and expertise based on past projects to carry out the project.

2. The quality of the firm's professional staff assigned to the project is commensurate with project needs.

3. The firm has experience with federal or state programs.

C. Approach

1. Adequacy of staff plan, facilities and resources for the project is reasonable.

2. Ability to provide services within the required time frames.

3. Efficacy of treatment modality.

4. Effectiveness of treatment modality in reducing recidivism rates.

5. Adequacy of treatment plan.

D. Price, Collection Procedures and Proposal for Program Income

1. Unit cost for treatment modalities.

2. Plan to accommodate indigent and low income offenders.

3. Past effectiveness of collection procedures.

4. The benefits to the City of Wichita to be derived from program income sharing.

E. Oral Presentation

During the evaluation process, the City of Wichita, through the Selection Committee may request, at its discretion, one or all firms make an oral presentation. Not all firms may be asked to make an oral presentation.

F. Final Selection

The City of Wichita will select a firm based upon the recommendation of the Selection Committee and the approval of the City Manager and City Council.

G. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions of this Request For Proposal. The City reserves the right, without prejudice, to reject any or all proposals.

VII. POST AWARD CONDITIONS

1. Before a contract is executed, the firms must submit to the City, an approved Equal Employment Opportunity/Affirmative Action Plan. This does not have to be submitted with the proposal.

2. Prior to execution of a contract, the firm must execute a Certification of a Drug-Free Workplace. This form is not required to be submitted with the proposal.

VIII. GENERAL SPECIFICATIONS

A. PROPOSAL FORMS

All proposals MUST be submitted on the enclosed "Request for Proposal form and signed by an officer or employee authorized to sign proposal. Any exceptions, to the specifications, terms and/or other conditions concerning the proposal, must be noted on the front of the "Request For Proposal" form to be considered. The "Request For Formal Proposal" form is to be submitted in the enclosed pre-address envelope.

Vendors are requested to submit current literature or brochures relating to their bid.

B. LICENSE

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

C. CONTRACT

The successful vendor agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

D. ARBITRATION PROVISIONS

"Notwithstanding anything to the contrary contained in these proposal documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these proposal documents or in the contract to be awarded herein shall be null and void."

E. AWARD

The City reserves the right to accept or reject any or all bids and any part of parts of any bid and to waive formalities therein to determine which is the lowest and best bid. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the bid. All proposals are awarded subject to a check of the computations shown on the "Request For Proposal" form.

Vendors must guarantee proposal prices for a period of ninety (90) days after the proposal.

Exhibit A

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

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

To: Donte Martin
1-31

March 22, 2012

CITY OF WICHITA, KANSAS

REQUEST FOR PROPOSAL NUMBER FP240014

ADDENDUM #1

MUNICIPAL COURT

Out-Patient Drug Treatment for Drug Court

DUE DATE: 3:00 O'CLOCK P.M., WEDNESDAY, APRIL 4, 2012

The following items have been added to the specifications and made a part of **this proposal.**

Attached Questions & Answers

Each vendor is required to acknowledge receipt of this Addendum by his signature affixed hereto and to file same with and attached to this proposal.

Melinda A Walker

Melinda A. Walker
Purchasing Manager

* *

The undersigned acknowledges receipt of this Addendum and the proposal submitted herewith is in accordance with the information, instruction and stipulations set forth herein.

_____
Date

_____
Company Name

_____
Signature of Company Representative

_____
Print Name of Company Representative

_____
Title

FP240014 – Addendum #1

Questions & Answers

1. Is it expected that the court liaison attend all court hearings or could a representative of the vendor attend? Additionally, will the frequency of the docket remain the same?

The Administrative Judge anticipates this would be the same person. If it is not, the person coming needs to be in a position to know what is going on with each person in the program, be knowledgeable about the program and its requirements and be in a position to answer questions and make decisions on behalf of the provider. At this time, there are no plans to change the schedule.

2. Could you please clarify your expectations of "non-traditional case management" and outline a little more detail regarding expectations.

Please review the "Evidence –Based Practices" as outlined by the National Drug Court Institute regarding Case Management in Drug Courts.

3. Could you please clarify the definition of "treatment alternatives."

The response to this proposal includes any alternative approaches to providing treatment services (treatment approaches that are different than what is currently being provided or specifically detailed in the RFP), please describe the alternative treatment and provide a cost. If no alternative treatment methods are suggested, please disregard the question.

4. Could you please clarify "the proposal should address the manner in which program income would be allocated and distributed between the Court, the City of Wichita and the Contractor."

Your response should detail your collection strategies including, but not limited to, the following: what payment reports/updates will be provided to the court and how often, what efforts will be made to collect from offenders prior to seeking reimbursement from the City, if a collection agency will be utilized, proposed process for requesting reimbursement from the City, and how adjustments will be made.

5. Could you please clarify "the benefits to the City of Wichita to be derived from "program income sharing."

Proposal evaluation criteria will include how the City/Court benefits from the proposed collection and billing process. Describe to what extent the proposed process holds offenders responsible for paying treatment costs and ensures accurate accounting.

City of Wichita
City Council Meeting
June 12, 2012

TO: Mayor and City Council

SUBJECT: Abatement of Dangerous & Unsafe Structures (Districts I, II, III and IV)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessments and ordinances.

Background: The Office of Central Inspection supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board up and secure private property that is in violation of Housing and/or Building Code standards, after proper notification of the responsible party/parties. A private contractor or City staff performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board up abatements in question, and the Office of Central Inspection is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Statements of Charges will be mailed to the property owners on June 22, 2012. The property owners have 30 days from date of statement to pay the assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at which the February 2012 bonds sold. The principal and interest will then be spread for one year and placed on the 2012 tax roll.

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

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

Recommendations/Actions: It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

Attachments:. Property List – Special Assessments

Tax Key #	PIN #	Location		Amount	District #
B-03382	122211	1101 N New York	demolition (condemnation)	$5,527.55	I
B-07311	126891	1017 S Hydraulic	demolition (condemnation)	$6,952.75	I
C-01033	136176	1347 N Minnesota	demolition (condemnation)	$9,363.00	I
D-08903-8	209922	1144 S Gordon	emergency board-up	$75.66	IV
D 14639	215816	3315 S Euclid Ave	emergency board-up	$175.95	IV
B 07222	126793	627 S Laura Ave	emergency board-up	$126.62	I
C 11357	156998	475 S Bleckley Dr	emergency board-up	$167.22	II
D 00929	199794	142 N Exposition Ave	emergency board-up	$77.20	IV
C 21817	167293	824 S San Pablo Ln	emergency board-up	$332.28	III
C 21818	167294	830 S San Pablo Ln	emergency board-up	$640.41	III
(Combined with Memo Date 3/26/2012, Amount $320.06, & Memo Date 4/24/2012, Amount $320.35)					
C 01146-1	136344	1504 N Ash Ave	emergency board-up	$130.70	I
C 05759	150074	347 S Volutsia Ave	emergency board-up	$162.37	I
C 02697-1	138628	2531 E Mossman Ave	emergency board-up	$318.64	I
C 19442	165106	1238 S Edgemoor Ave	emergency board-up	$585.95	III
D-02774	201940	1756 S Sedgwick St	emergency board-up	$166.23	IV
C-01972	137761	216 N Estelle Ave	emergency board-up	$206.25	I
C 02163	137962	123 N Chautauqua Ave	emergency board-up	$122.94	I
C 13563	159237	2003 N Chautauqua Ave	emergency board-up	$299.21	I

230200 **6 Affidavits**
6733 A82443

____ Published in the Wichita Eagle on **June 22, 2012**

ORDINANCE NO**. 49-288**

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING CONDEMNATION-DEMOLITION)** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

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

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

Legal of Parcel in Benefit District	**Assessment**
LOTS 48-50-52-54 GETTO NOW NEW YORK AVE. GETTO'S ADD.	5,527.55
LOTS 7-8 SALISBURY ADD.	6,952.75
LOTS 118-119 ROSENTHAL'S 2ND. ADD.	9,363.00

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2012** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its

publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **19th day of June, 2012**.

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

(SEAL)

Approved as to form

_____

Gary E. Rebenstorf, Director of Law

230200 **6 Affidavits**
6742 A82993

____ Published in the Wichita Eagle on **June 22, 2012**

ORDINANCE NO**. 49-289**

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING EMERGENCY BOARD-UP)** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

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

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

Legal of Parcel in Benefit District	**Assessment**
S 1/2 LOT 82-ALL LOTS 84-86 GORDON AVE RICHMONDS 3RD. ADD.	75.66
LOTS 34-36 LAURA AVE. WOLLMAN'S ADD.	126.62
LOTS 136-138-140 SHORT NOW ASH ST. LOGAN ADD.	130.70
W 50 FT E 116 FT LOTS 5-6-7 & W 50 FT E 116 FT N 15 FT LOT 8 MUNSELL'S SUB.	318.64
S 1/2 LOT 35-ALL LOT 37 VOLUTSIA AVE. RICHLAND 3RD. ADD.	162.37
LOT 22 BLOCK 5 LINCOLN TERRACE ADD.	167.22

LOT 7 REPLAT OF BLOCK 8 PURCELL'S 6TH. ADD.	585.95
LOT 5 EXC NELY 3 FT & NELY 2 FT LOT 6 BLOCK 18 EASTRIDGE 4TH. ADD.	332.28
LOT 6 EXC NELY 2 FT & NE 1 FT LOT 7BLOCK 18 EASTRIDGE 4TH. ADD.	640.41
LOT 22-24 & S 19 FT OF LOT 26 EXPOSITION AVE. MARTINSON'S 2ND. ADD.	77.20
LOT 16 BLOCK 5 RIDGEVIEW ADD.	175.95
LOTS 30-32 ESTELLE AVE. FIREBAUGH'S SUB. BLK. 3 CHAUTAUQUA ADD.	206.25
LOTS 45-47 BLOCK G SOUTH UNIVERSITY PLACE ADD.	166.23
LOTS 21-22 CHAUTAUQUA AVE. OLIVER'S SUB BLK 7 CHAUTAUQUA ADD.	122.94
LOT 5 BLOCK 18 SHADY BROOK ADD.	299.21

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2012** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **19th day of June, 2012**.

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

(SEAL)

Approved as to form

_____

Gary E. Rebenstorf, Director of Law

Agenda Item No. II-11

CITY OF WICHITA
City Council Meeting
June 12, 2012

TO: Mayor and City Council

SUBJECT: Approval of Building Setback Agreement for 710 East Douglas Avenue (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the agreement.

Background: Player Piano Building, LLC owns the building located at 704 East Douglas Avenue. The owner is in the process of renovating the building. Based on the renovation plans, the International Building Code of the City of Wichita requires fifteen feet of open space between the building and adjacent structures. The property to the east, 710 East Douglas, is owned by the City of Wichita and is currently used as a surface parking lot.

Analysis: The building at 704 East Douglas is located eight feet west of the property line. To meet the fifteen feet setback requirement, the City will need to agree that the west seven feet of the City property will not be developed with a structure. Any structure developed on the City property that had any openings on the west side would be subject to the same fifteen foot setback requirement. The City has a standard form for defining building setbacks. These types of agreements are relatively common in redeveloping areas of the City. Definition of the setback will facilitate the redevelopment and utilization of this property.

Financial Considerations: There is no financial cost to the City. Redevelopment of 704 East Douglas will increase the property tax valuation in the area.

Goal Impact: The approval of this agreement facilitates Economic Vitality and Affordable Living and Core Area and Neighborhood Vitality by facilitating development in a redeveloping neighborhood.

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

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

Attachments: Agreement

BUILDING SETBACK AGREEMENT

For protection of exterior walls and openings

THIS AGREEMENT made and entered into this ___ day of June, 2012, by and between The City of Wichita (hereafter referred to as Grantor) and Player Piano Building, LLC (hereafter referred to as Grantee).

WITNESSETH: That,

WHEREAS, Grantee is the owner of that certain land described as:

> Lot 2, 4 and 6, except the East 2 feet of said Lot 6, on Douglas Avenue, East Wichita Addition to the City of Wichita, Ks;

and

WHEREAS, Grantor is the owner of that certain land lying immediately adjacent to the east being described as:

> The West 2 feet of Lot 6 and Lot 8, on Douglas Avenue, East Wichita Addition to the City of Wichita, Ks

and

WHEREAS, in order to meet certain standards of the International Building Code of the City of Wichita, Kansas, concerning the improvements located on the land Owned by Grantee, it is necessary to establish an open space, building setback over portion of the above described property owned by Grantor.

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

1. Grantor does hereby declare and establish Seven (7) feet open space to be used by Grantee for protection of exterior walls and openings as defined by the International Building Code of the City of Wichita. In establishing said open space, Grantor does hereby dedicate the West Seven (7) feet of the property owned by him as herein above described.

2. It is further understood and agreed by the parties that either Grantor or Grantee, at any time, unilaterally and without the necessity of obtaining the consent of anyone, may revoke said open space and adjust setback line as described in #1 above by executing and placing of record a document so stating. Grantor and Grantee agree in the event of the vacation or revocation of said open space and/or adjusted setback line as described in #1 above, which would cause the improvements, if any, to than fail to meet the International Building Code of the City of Wichita regarding protection of exterior walls and/or openings, to take such action as necessary to bring their improvements into compliance with the International Building Code of the City of Wichita..

3. This declaration shall be deemed to be a covenant running with the land and shall be binding upon the successors and assigns of the parties whereto.

4. In the event any portion of this instrument is revoked by either party or both, a written notice of such revocation shall be given to the Superintendent of Central Inspection.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written. This document contains 2 pages, including this one.

The City of Wichita (Grantor)
By Direction of City Council

Attest:

_____
By: Carl Brewer, Mayor

_____
By: Karen Sublett, City Clerk

Player Piano Building, LLC, (Grantee)

_____
By: Dave Burk, Manager

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Carl Brewer, Mayor and Karen Sublett, City Clerk, City of Wichita (grantor).

_____
Notary Public

My Commission Expires:
_____

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Dave Burk, Manager, Player Piano Building, LLC (grantor).

_____
Notary Public

My Commission Expires:
_____

Second Reading Ordinances for June 12, 2012 (first read on June 5, 2012)

A. Public Hearing and Tax Exemption Request (Milling Precision Tool) (District IV)

ORDINANCE NO. 49-280

An ordinance exempting property from ad valorem taxation for economic development purposes pursuant to Article 11, Section 13, of the Kansas constitution; providing the terms and conditions for ad valorem tax exemption; and describing the property of milling precision tool, inc., so exempted.

B. Public Hearing on an amendment to the K-96 Greenwich STAR Bond District Plan (District II)

ORDINANCE NO. 49-281

An ordinance adopting an amendment to the district plan for the K-96 Greenwich Star Bond District.

C. ZON2012-00012 – City zone change request from SF-5 Single-family Residential to TF-3 Two-family Residential generally located mid-mile between East 13th Street North and East 21st Street North, along the west side of North 127th Street East (1815 North 127th Street East). (District II)

ORDINANCE NO. 49-283

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.

D. ZON2012-00013 Associated with CUP2012-10 – City zone change from LC Limited Commercial ("LC") to GC General Commercial ("GC") and Amendment #6 to DP-50, the Carriage House Commercial Community Unit Plan to allow a body shop, and associated vehicle storage and car wash; generally located east of Tyler Road, on the north side of Kellogg Drive/US 54 (8200 W. Kellogg Drive). (District V)

ORDINANCE NO. 49-284

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.

E. <u>DER2012-00001 – Approval of Subdivision Regulation Amendments Regarding Reconfiguration of Reserves in Lot Splits.</u> (All Districts)

ORDINANCE NO. 49-285

An ordinance amending the "Wichita-Sedgwick County Subdivision Regulations, December 4, 2008 Edition," as adopted by reference in City of Wichita Code Sec. 28.05.010 as amended by Ordinance No. 48-180.

City of Wichita
City Council Meeting
June 12, 2012

TO: Mayor and City Council

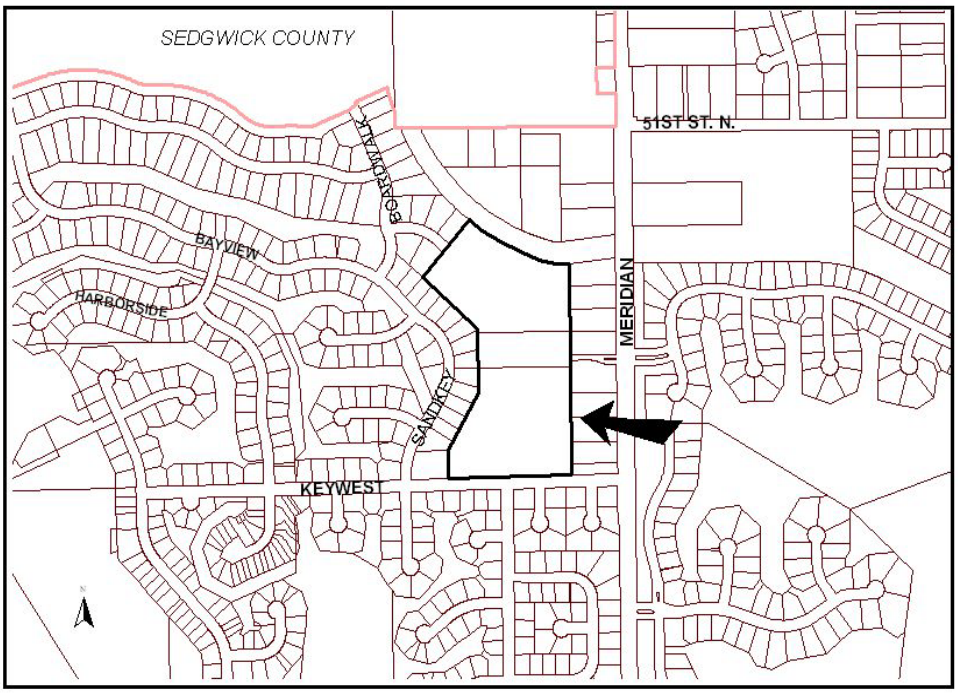
SUBJECT: SUB2010-00006 -- Plat of The Moorings Plaza III Addition located north of 45th Street North (extended) and west of Meridian. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)



Background: The site, consisting of 45 lots on 18.88 acres, is located within Wichita. A zone change (ZON2009-00018) has been approved for a portion of the site from SF-5 Single-family Residential to GO General Office and MF-18 Multi-family Residential. The remainder of the site is zoned SF-5 Single-family Residential. Protective Overlay #234 was also approved for the site addressing architectural controls, landscaping, lighting, setbacks, building height, screening and permitted uses.

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petitions for sewer, water, paving and drainage improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance of the reserves and also to restrict the use of a 15-foot street, drainage and utility easement adjoining a narrow street right-of-way. The applicant has submitted a Notice of Protective Overlay identifying the approved Protective Overlay and special conditions for development on the property. The applicant has submitted a Cross-lot Circulation Agreement to assure internal vehicular movement between the lots.

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

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

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

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

Legal Considerations: The Certificate of Petition, Restrictive Covenants, Notice of Protective Overlay, Cross-lot Circulation Agreement and Resolutions have been approved as to form by the Law Department and will be recorded with the Register of Deeds.

The Ordinance has been approved as to form by the City's Law Department.

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

Attachments: Certificate of Petitions
Restrictive Covenant
Notice of Protective Overlay
Cross-Lot Circulation Agreement
Ordinance
Resolutions

CERTIFICATE

Sedgwick County) SS
State of Kansas)

We, Kurt Bachman, Member, and Brad Bachman, Member, CBB Northlakes, LLC, a Kansas Limited Liability Company, owners and plattors of the Moorings Plaza III Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

1. Paving Petition(s) (1)
2. Water Distribution System Petition(s) (1)
3. Sanitary Sewer Lateral Petition(s) (1)
4. Storm Water Sewer Petition(s) (1)

As a result of the above mentioned petitions for improvements, lots within the Moorings Plaza III Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 4th day of May, 20__.

CBB NORTHLAKES, LLC,
A Kansas Limited Liability Company

By: _____
Kurt Bachman, Member

By: _____
Brad Bachman, Member

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 4th day of May, 2012, before me a Notary Public in and for said State and County, came Kurt Bachman, Member, and Brad Bachman, Member, CBB Northlakes, LLC, a Kansas Limited Liability Company to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)

CYNTHIA A. WOMACK
Notary Public - State of Kansas
My Appt. Expires 2/7/2013

Notary Public: Cynthia A. Womack

My Appointment Expires: February 7, 2013

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law
City of Wichita, Kansas

RESTRICTIVE COVENANT

This covenant, executed this 4th day of May, 2012.

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

WHEREAS, the undersigned is in the process of platting that certain real property to be known as the Moorings Plaza III Addition, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by The City of Wichita regarding ownership of reserves, the establishment of an owners association, providing for the maintenance of reserves being platted, and regarding restriction to lot owner use of "street drainage and utility easements".

NOW, THEREFORE, the undersigned does hereby subject Moorings Plaza III Addition, an addition to Wichita, Sedgwick County, Kansas, to have the following covenants and restrictions.

1. At such time as the property shall become developed by erection of improvements thereon the undersigned agrees to cause an association to be formed to provide for the care, maintenance and upkeep of the reserves, and the common areas.
2. The reserves located in said Addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
3. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
4. The owners of the reserves shall bear the cost of any repair or replacement of improvements within said reserves resulting from street construction, repair or maintenance.
5. No retaining wall, fence, earth berm, or mass planting shall be placed or permitted within the fifteen (15) foot street, drainage and utility easements adjacent to the public streets being platted, nor shall any other planting be permitted therein which would materially interfere with the flow of storm water run-off through said easement. Any change of grade is prohibited.
6. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.
7. In the event that the Undersigned or the association, its' successors or assigns, shall fail to maintain the Reserves dedicated for Drainage or fail in any manner to fulfill their obligation relating to said Reserves dedicated for Drainage, the City of Wichita may serve a written Notice of Delinquency upon the Undersigned or the Association setting forth the manner in which the Undersigned or the Association has failed to fulfill its' obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Undersigned or the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the

properties within the Addition and to prevent said Reserves dedicated for Drainage from becoming a nuisance, may enter upon said Reserves dedicated for Drainage and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Undersigned or the Association may be assessed against said Reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserves. Should the Undersigned or the Association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty-day period to be provided in said Notice, apply for a hearing before the City Council to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

This covenant runs with the land and is binding on future owners and assigns.

IN WITNESS WHEREOF THIS covenant has been executed by the undersigned as its act and deed upon this 4th day of May, 2012.

CBB NORTHLAKES, LLC,
A Kansas Limited Liability Company

By: _____
Kurt Bachman, Member

By: _____
Brad Bachman, Member

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 4th day of May, 2012, before me, a notary public in and for said County and State, came Kurt Bachman, Member & Brad Bachman, Member, CBB Northlakes, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledge the execution of same.

CYNTHIA A. WOMACK
Notary Public - State of Kansas
My Appt. Expires 2/7/2013

_____
Notary Public

My Appointment Expires: February 7, 2013

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law
City of Wichita, Kansas

NOTICE OF PROTECTIVE OVERLAY

THE MOORINGS PLAZA III ADDITION

THIS NOTICE made this 4th day of May, 2012, by CBB Northlakes, LLC, a Kansas Limited Liability Company, hereinafter called "Declarant".

WITNESSETH

WHEREAS, declarant is the owner of all or a portion of the following described property:

The Moorings Plaza III Addition to Wichita, Sedgwick County, Kansas.

WHEREAS, declarant is desirous to file notice that a protective overlay approved by the Wichita City council is on file with Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316)268-4421.

NOW, THEREFORE, the declarant wants to make notice that the approved Protective Overlay (PO-234) has placed restrictions on the use and requirements on the development of the above described real property. The protective overlay shall be binding on the Owners, the heirs, all successors, or assigns, and is a document running with the land and is binding on all successors in title to The Moorings Plaza III Addition to Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written above

CBB NORTHLAKES, LLC
A Kansas Limited Liability Company

By: _____
Kurt Bachman, Member

By: _____
Brad Bachman, Member

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 4th day of May, 2012, before me a Notary Public in and for said State and County, came Kurt Bachman, Member & Brad Bachman, Member, CBB Northlakes, LLC, a Kansas Limited Liability Company to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)

CYNTHIA A. WOMACK
Notary Public - State of Kansas
My Appt. Expires 2/7/2013

Notary Public: Cynthia A. Womack

My Appointment Expires: February 7, 2013

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law
City of Wichita, Kansas

CROSS-LOT CIRCULATION AGREEMENT

THIS DECLARATION, made this 4th day of May, 2012, by CBB Northlakes, LLC, a Kansas Limited Liability Company.

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

WHEREAS, Declarant is the owner of all lots in the Moorings Plaza III Addition, an addition to Wichita, Sedgwick County, Kansas, which addition is presently in the process of being platted; and

WHEREAS, as a part of the platting process it is necessary to provide a cross-lot circulation agreement for the benefit of all lots in said Addition; and

WHEREAS, Declarant is the owner of the property to be burdened by said agreement and desires hereby to establish the same.

NOW, THEREFORE, Declarant hereby declares and establishes the cross-lot circulation agreement, as follows:

1. Declarant grants to all future Owners, their agents, assigns, lessees, customers, invitees, licensees, tenants and employees a nonexclusive easement over, through, and around the common areas for driveways, walkways, ingress and egress, parking motor vehicles, and the loading and unloading of commercial and other vehicles. All entrances, exits, aisleways and driveways shall be unobstructed so that vehicular and pedestrian traffic may easily move to and from adjoining lots within the common area and the adjacent streets.

2. The rights herein granted and all provisions hereof shall be deemed covenants that shall run with the land and shall inure to the benefits of and be binding upon Declarant and its successors and assigns.

IN WITNESS WHEREOF, this Declaration has been executed the date first above written.

CBB NORTHLAKES, LLC
A Kansas Limited Liability Company

By: _____ By: _____
Kurt Bachman, Member Brad Bachman, Member

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

Be it remembered that on this 4th day of May, 2012, before me, the undersigned, a Notary Public in and for said State and County aforesaid, came Kurt Bachman, Member & Brad Bachman, Member, CBB Northlakes, LLC, a Kansas Limited Liability Company to me personally known to be the person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

CYNTHIA A. WOMACK
Notary Public - State of Kansas
My Appt. Expires 2/7/2013

Cynthia A. Womack
Notary Public

My Appointment Expires: February 7, 2013

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law
City of Wichita, Kansas

(OCA150004 BID 37529-009 CID #76383)

Published in The Wichita Eagle on _____

ORDINANCE NO. _____

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. ZON2009-00018

Zone change request from SF-5 Single-family Residential to GO General Office on property described as:

Lots 1-4, Block 2, The Moorings Plaza III Addition, Wichita, Sedgwick County, Kansas.

Zone change request from SF-5 Single-family Residential to MF-18 Multi-family Residential on property described as:

Lots 13-44, Block 2, and Lot 1, Block 1, The Moorings Plaza III Addition, Wichita, Sedgwick County, Kansas.

Generally located north of 45th Street North (extended) west of Meridian.

SUBJECT TO THE FOLLOWING PROTECTIVE OVERLAY PROVISIONS #234:

Protective Overlay Provisions for the GO General Office ("GO") parcel

1.) Architectural Controls:

All office buildings within the parcel shall share a uniform architectural character, color, and same predominate exterior building material. The building(s) walls shall not utilize metal as a predominant exterior facade material. If developed in conjunction with the adjoining MF-18 parcel, the buildings shall share a uniform architectural character, color, and same predominate exterior building material.

2.) Landscaping for this parcel shall be required as follows:

A. Landscaped street yards, buffers, and parking lot landscaping/screening, shall utilize a shared palette of landscape materials and shall be in accordance with the City of Wichita Landscape Ordinance.

B. A landscape plan shall be prepared by a Kansas Landscape Architect for the above referenced landscaping, indicating the type, location, and specifications of all plant material.

3.) Lighting:

A. The parcel shall share similar or consistent parking lot lighting elements (i.e. fixtures, poles and lamps and etc.).

B. All lighting shall be shielded to direct light disbursement in a downward direction and directed away from residential areas.

C. Light poles including above ground base shall be limited to 20 feet tall, except 15 feet tall when within 100 feet of single family residential zoning.

D. Extensive use of back lit canopies and neon or fluorescent tube lighting on buildings is not permitted.

4.) Screening:

A. Rooftop mechanical equipment shall be screened from ground level view with screening materials matching the building roof or wall materials.

B. Trash receptacles, loading docks, and loading areas shall be appropriately and individually screened with materials matching or similar to the building(s) facade hiding them from ground view.

C. Unless otherwise noted Screening shall be in accordance with the Wichita-Sedgwick County Unified Zoning Code, Section IV and Section III-C.2.b.

5.) Setbacks:

Setbacks will be as specified in Article III, Section III-C2.b(2) of the Wichita-Sedgwick County Unified Zoning Code, unless contiguous parcels are developed under the same ownership, including parcels to the east, then setbacks between those parcels will not be required.

6.) Building Height:

Shall be as per SF-5 Single-family Zoning District

7.) Use Restrictions:

No correctional placement residences, no asphalt or concrete plant limited.

Protective Overlay Provisions for MF-18 Multi-family Residential ("MF-18") parcel

1.) Architectural Controls:

Assisted Living buildings within the parcel shall share a uniform architectural character, color, and same predominate exterior building material. The building(s) walls shall not utilize metal as a predominant exterior facade material.

2.) Landscaping for this parcel shall be required as follows:

A. Landscaped street yards, buffers, and parking lot landscaping/screening, shall utilize a shared palette of landscape materials and shall be in accordance with the City of Wichita Landscape Ordinance.

B. A landscape plan shall be prepared by a Kansas Landscape Architect for the above referenced landscaping, indicating the type, location, and specifications of all plant material.

3.) Lighting:

A. The parcel shall share similar or consistent parking lot lighting elements (i.e. fixtures, poles and lamps and etc.).

B. All lighting shall be shielded to direct light disbursement in a downward direction and directed away from residential areas.

C. Light poles including above ground base shall be limited to 20 feet tall, except 15 feet tall when within 100 feet of single family residential zoning.

D. Extensive use of back lit canopies and neon or fluorescent tube lighting on buildings is not permitted.

4.) Screening:

A. Rooftop mechanical equipment shall be screened from ground level view with screening materials matching the building roof or wall materials; and as per Wichita-Sedgwick County Unified Zoning Code.

B. Trash receptacles, loading docks, and loading areas shall be appropriately and individually screened with materials matching or similar to the building(s) facade hiding them from ground view.

C. Unless otherwise noted Screening shall be in accordance with the Wichita-Sedgwick County Unified Zoning Code, Section IV and Section III-C.2.b.

5.) Setbacks:

Setbacks will be as specified in Article III, Section III-C2.b(2) of the Wichita-Sedgwick County Unified Zoning Code, unless contiguous parcels are developed under the same ownership, including parcels to the east, then setbacks between those parcels will not be required.

6.) Building Height:

Shall be as per SF-5 Single-family Zoning District

7.) Use Restrictions:

No asphalt or concrete plant limited.

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 _____ day of _____, 20____.

ATTEST:

_____
Karen Sublett, City Clerk

_____
Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

132019

First Published in the Wichita Eagle on June 15, 2012

RESOLUTION NO. 12-140

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 665 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 468-84831** 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. 665 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 468-84831** 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. 665 (south of 53rd St. North, west of Meridian) 468-84831.**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Three Hundred Twenty-Eight Thousand Dollars ($328,000)** 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, 2012**, 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:

MOORINGS PLAZA III ADDITION
Lot 1, Block 1
Lots 1 through 28, Block 2

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: Lot 1, Block 1; shall pay 3561/10,000 of the total cost payable by the improvement district; Lot 1, Block 2; shall pay 15/10,000 of the total cost payable by the improvement district; Lot 2, Block 2; shall pay 93/10,000 of the total cost payable by the improvement district; Lot 3, Block 2; shall pay 98/10,000 of the total cost of the improvement district; Lot 4, Block 2; shall pay 175/10,000of the total cost payable by the improvement district; Lot5, Block 2; shall pay 198/10,000 of the total cost payable by the improvement district; Lot 6, Block 2; shall pay 210/10,000 of the total cost payable by the improvement district; Lot 7, Block 2; shall pay 255/10,000 of the total cost payable by the improvement district; Lot 8, Block 2; shall pay 237/10,000 of the total cost payable by the improvement district; Lot 9, Block 2; shall pay 258/10,000 of the total cost payable by the improvement district; Lot 10, Block 2; shall pay 248/10,000 of the total cost payable by the improvement district; Lot 11, Block 2; shall pay 153/10,000 of the total cost payable by the improvement district; Lot 12, Block 2; shall pay 148/10,000 of the total cost payable by the improvement district; Lot 13, Block 2; shall pay 198/10,000 of the total cost payable by the improvement district; Lot 14, Block 2; shall pay 230/10,000 of the total cost payable by the improvement district; Lot 15 Block 2; shall pay 255/10,000 of the total cost payable by the improvement district; Lot 16, Block 2; shall pay 205/10,000 of the total cost payable by the improvement district; Lots 17 through 24, Block 2; shall each pay 176/10,000 of the total cost payable by the improvement district; Lot 25, Block 2; shall pay 403/10,000 of the total cost of the improvement district; Lot 26, Block 2; shall pay 491/10,000 of the total cost payable by the improvement district; Lot 27, Block 2; shall pay 544/10,000 of the total cost payable by the improvement district; Lot 28, Block 2; shall pay 617/10,000 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. 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 authorized by K.S.A. 12-6a01 et seq., as amended.

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 12th day of June, 2012.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on June 15, 2012

RESOLUTION NO. 12-141

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **PIERPORT FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 1 TO THE WEST LINE OF HARBORLIGHT; PAVING HARBORLIGHT FROM THE EAST LINE OF PIERPORT TO THE NORTHEAST CORNER OF LOT 28, BLOCK 2; AND PAVING HARBORLIGHT COURT FROM THE SOUTH LINE OF HARBORLIGHT FOR APPROXIMATELY 572 FEET SERVING LOTS 6 THROUGH 16, BLOCK 2 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-85052** 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 **PIERPORT FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 1 TO THE WEST LINE OF HARBORLIGHT; PAVING HARBORLIGHT FROM THE EAST LINE OF PIERPORT TO THE NORTHEAST CORNER OF LOT 28, BLOCK 2; AND PAVING HARBORLIGHT COURT FROM THE SOUTH LINE OF HARBORLIGHT FOR APPROXIMATELY 572 FEET SERVING LOTS 6 THROUGH 16, BLOCK 2 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 472-85052** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to pave **Pierport from the northeast corner of Lot 1, Block 1 to the west line of Harborlight; paving Harborlight from the east line of Pierport to the northeast corner of Lot 28, Block 2; and paving Harborlight Court from the south line of Harborlight for approximately 572 feet serving Lots 6 through 16, Block 2 (south of 53rd St. North, west of Meridian) 472-85052.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Three Hundred Fifty-Nine Thousand Dollars ($359,000)** 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, 2012**, 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:

MOORINGS PLAZA III ADDITION
Lot 1, Block 1
Lots 1 through 28, Block 2

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: Lot 1, Block 1; shall pay 3561/10,000 of the total cost payable by the improvement district; Lots 1 through 16, Block 2; shall each pay 186/10,000 of the total cost payable by the improvement district; Lots 17 through 24, Block 2; shall each pay 176/10,000 of the total cost payable by the improvement district; Lot 25, Block 2; shall pay 403/10,000 of the total cost payable by the improvement district; Lot 26, Block 2; shall pay 491/10,000 of the total cost payable by the improvement district; Lot 27, Block 2; shall pay 544/10,000 of the total cost payable by the improvement district; Lot 28, Block 2; shall pay 617/10,000 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. 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. 1980 Supp. 12-6a01 et seq.

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 12th day of

June, 2012.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on June 15, 2012

RESOLUTION NO. 12-142

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 131, SANITARY SEWER NO. 23. (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 468-84830** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 131, SANITARY SEWER NO. 23. (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN) 468-84830** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 131, Sanitary Sewer No. 23 (south of 53rd St. North, east of Meridian) 468-84830.**

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

SECTION 2. That the cost of the lateral sanitary sewer improvements provided for hereof is estimated to be **One Hundred Thirty-Nine Thousand Dollars ($139,000)**, 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, 2012**, 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 Forty One Thousand One Hundred Thirty One Dollars ($41,131) and distributed o a square foot basis.

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:

MOORINGS PLAZA III ADDITION
Lot 1, Block 1
Lots 1 through 28, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **square foot** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block 1; shall pay 3561/10,000 of the total cost payable by the improvement district; Lots 1 through 16, Block 2; shall each pay 186/10,000 of the total cost payable by the improvement district; Lots 17 through 24, Block 2; shall each pay 176/10,000 of the total cost payable by the improvement district; Lot 25, Block 2; shall pay 403/10,000 of the total cost payable by the improvement district; Lot 26, Block 2; shall pay 491/10,000 of the total cost payable by the improvement district; Lot 27, Block 2; shall pay 544/10,000 of the total cost payable by the improvement district; Lot 28, Block 2; shall pay 617/10,000 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. 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 12th day June, 2012.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on June 15, 2012

RESOLUTION NO. 12-143

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90560 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90560 (SOUTH OF 53RD ST. NORTH, WEST OF MERIDIAN)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90560 (south of 53rd St. North, west of Meridian).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Ninety-Six Thousand Dollars ($96,000)** 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, 2012**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Twenty One Thousand Three Hundred Eighty Eight Dollars ($21,388); and distributed on a square foot basis.

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:

MOORINGS PLAZA III ADDITION
Lot 1, Block 1
Lots 1 through 28, Block 2

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: Lot 1, Block 1; shall pay 3561/10,000 of the total cost payable by the improvement district; Lots 1 through 16, Block 2; shall each pay 186/10,000 of the total cost payable by the improvement district; Lots 17 through 24, Block 2; shall each pay 176/10,000 of the total cost payable by the improvement district; Lots 25, Block 2; shall pay 403/10,000 of the total cost payable by the improvement district; Lot 26, Block 2; shall pa 491/10,000 of the total cost payable by the improvement district; Lot 27, Block 2; shall pay 544/10,000 of the total cost payable by the improvement district; Lot 28, Block 2; shall pay 617/10,000 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. 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 12th day of June, 2012.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF,
DIRECTOR OF LAW

(OCA150004)

Published in The Wichita Eagle on June 22, 2012

ORDINANCE NO. 49-290

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. ZON2009-00018

Zone change request from SF-5 Single-family Residential to GO General Office on property described as:

Lots 1-4, Block 2, The Moorings Plaza III Addition, Wichita, Sedgwick County, Kansas.

Zone change request from SF-5 Single-family Residential to MF-18 Multi-family Residential on property described as:

Lots 13-44, Block 2, and Lot 1, Block 1, The Moorings Plaza III Addition, Wichita, Sedgwick County, Kansas.

Generally located north of 45th Street North (extended) west of Meridian.

SUBJECT TO THE FOLLOWING PROTECTIVE OVERLAY PROVISIONS #234:

Protective Overlay Provisions for the GO General Office ("GO") parcel

1.) Architectural Controls:
All office buildings within the parcel shall share a uniform architectural character, color, and same predominate exterior building material. The building(s) walls shall not utilize metal as a predominant exterior facade material. If developed in conjunction with the adjoining MF-18 parcel, the buildings shall share a uniform architectural character, color, and same predominate exterior building material.

2.) Landscaping for this parcel shall be required as follows:
A. Landscaped street yards, buffers, and parking lot landscaping/screening, shall utilize a shared palette of landscape materials and shall be in accordance with the City of Wichita Landscape Ordinance.
B. A landscape plan shall be prepared by a Kansas Landscape Architect for the above referenced landscaping, indicating the type, location, and specifications of all plant material.

3.) Lighting:
A. The parcel shall share similar or consistent parking lot lighting elements (i.e. fixtures, poles and lamps and etc.).
B. All lighting shall be shielded to direct light disbursement in a downward direction and directed away from residential areas.
C. Light poles including above ground base shall be limited to 20 feet tall, except 15 feet tall when within 100 feet of single family residential zoning.

D. Extensive use of back lit canopies and neon or fluorescent tube lighting on buildings is not permitted.

4.) Screening:

A. Rooftop mechanical equipment shall be screened from ground level view with screening materials matching the building roof or wall materials.

B. Trash receptacles, loading docks, and loading areas shall be appropriately and individually screened with materials matching or similar to the building(s) facade hiding them from ground view.

C. Unless otherwise noted Screening shall be in accordance with the Wichita-Sedgwick County Unified Zoning Code, Section IV and Section III-C.2.b.

5.) Setbacks:

Setbacks will be as specified in Article III, Section III-C2.b(2) of the Wichita-Sedgwick County Unified Zoning Code, unless contiguous parcels are developed under the same ownership, including parcels to the east, then setbacks between those parcels will not be required.

6.) Building Height:

Shall be as per SF-5 Single-family Zoning District

7.) Use Restrictions:

No correctional placement residences, no asphalt or concrete plant limited.

Protective Overlay Provisions for MF-18 Multi-family Residential ("MF-18") parcel

1.) Architectural Controls:

Assisted Living buildings within the parcel shall share a uniform architectural character, color, and same predominate exterior building material. The building(s) walls shall not utilize metal as a predominant exterior facade material.

2.) Landscaping for this parcel shall be required as follows:

A. Landscaped street yards, buffers, and parking lot landscaping/screening, shall utilize a shared palette of landscape materials and shall be in accordance with the City of Wichita Landscape Ordinance.

B. A landscape plan shall be prepared by a Kansas Landscape Architect for the above referenced landscaping, indicating the type, location, and specifications of all plant material.

3.) Lighting:

A. The parcel shall share similar or consistent parking lot lighting elements (i.e. fixtures, poles and lamps and etc.).

B. All lighting shall be shielded to direct light disbursement in a downward direction and directed away from residential areas.

C. Light poles including above ground base shall be limited to 20 feet tall, except 15 feet tall when within 100 feet of single family residential zoning.

D. Extensive use of back lit canopies and neon or fluorescent tube lighting on buildings is not permitted.

4.) Screening:

A. Rooftop mechanical equipment shall be screened from ground level view with screening materials matching the building roof or wall materials; and as per Wichita-Sedgwick County Unified Zoning Code.

B. Trash receptacles, loading docks, and loading areas shall be appropriately and individually screened with materials matching or similar to the building(s) facade hiding them from ground view.

C. Unless otherwise noted Screening shall be in accordance with the Wichita-Sedgwick County Unified Zoning Code, Section IV and Section III-C.2.b.

5.) Setbacks:

Setbacks will be as specified in Article III, Section III-C2.b(2) of the Wichita-Sedgwick County Unified Zoning Code, unless contiguous parcels are developed under the same ownership, including parcels to the east, then setbacks between those parcels will not be required.

6.) Building Height:

Shall be as per SF-5 Single-family Zoning District

7.) Use Restrictions:

No asphalt or concrete plant limited.

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 19th day of June, 2012.

ATTEST:

_____ _____

Karen Sublett, City Clerk Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

_____

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
June 12, 2012

TO: Wichita Airport Authority

SUBJECT: LeaseCorp Financial, LLC
Commercial Hangar Operator Use and Lease Agreement for use of land at 1404 S. Airport Road, Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: Ray Koenig has owned and operated LeaseCorp Financial, LLC (LeaseCorp), a commercial vehicle leasing company for sixteen (16) years. The company is now expanding the operation into a commercial hangar operator business.

Analysis: LeaseCorp is desirous of leasing 75,061 sq. ft. of land on Mid-Continent Airport (Airport) to construct two 10,000 sq. ft. hangars with 2,863 sq. ft. of office space connecting the two hangars. The estimated construction cost to build the hangars is $1.5 million. The hangars will be built with private financing from the tenant. It is the Wichita Airport Authority's (WAA) policy that all facilities located on Wichita Mid-Continent Airport and Colonel James Jabara Airport are owned by WAA, with the exception of a few governmental facilities. The hangars will be located at the north end of the Airport, and will be used for aircraft storage and related activities. The initial term of the lease is twenty years with two, five-year option terms.

Financial Considerations: The land rental rate of $0.1982 per sq. ft. will result in new annual revenue to the WAA of $14,877 for use of the land. The land rental rate will increase five percent (5%) for every five-year period, which is consistent with the WAA's published land rental rate schedule.

Goal Impact: The Airport's contribution to the Economic Vitality and Quality of Life of Wichita is promoted through negotiating agreements which allow the Airport System's business partners to continue operations on the Airport, which generate rental income for the WAA and allows the Airport to continue its operation on a self-sustaining basis.

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

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

Attachments: Agreement.

USE AND LEASE AGREEMENT

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

LeaseCorp Financial, Inc.

for

Commercial Hangar Operator
Use and Lease Agreement
Wichita Mid-Continent Airport
Wichita, Kansas

THIS AGREEMENT is entered into this June 12, 2012, between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (LESSOR) and LeaseCorp Financial, Inc. (LESSEE).

WHEREAS, LESSOR is a governmental or quasi-governmental entity authorized under the laws of the State of Kansas to own and operate one or more airports, with full, lawful power and authority to enter into binding legal instruments by and through its governing body; and

WHEREAS, LESSOR owns, operates, regulates, administers, and maintains the campus of Wichita Mid-Continent Airport (Airport); and

WHEREAS, LESSEE is an individual, or an entity authorized to operate in the state of Kansas that desires to lease a parcel or parcels of land defined below (Premises) on the campus of Wichita Mid-Continent Airport (Airport) from LESSOR under the terms and conditions set forth below in this Use and Lease Agreement (Agreement) for the purpose of constructing a commercial hangar by LESSEE on the Premises;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, LESSOR and LESSEE do hereby covenant and agree as follows:

1. PREMISES

LESSOR agrees to let to LESSEE, and LESSEE does hereby rent from LESSOR certain real property located at 1404 S. Airport Road, consisting of 75,061 sq. ft. of land, (Premises), as set forth and shown on the attached Exhibit "A". The Premises shall include the land and any facilities, structures and improvements located and constructed on the land.

Except as may be otherwise expressly provided in this Agreement, the taking of possession of the Premises by LESSEE shall in itself constitute acknowledgement that the Premises are in good and tenantable condition, and LESSEE agrees to accept Premises in its presently existing condition, "as is," "where is," and that LESSOR shall not be obligated to make any improvements or modifications thereto except to the extent that may otherwise be expressly provided in this Agreement.

2. INITIAL TERM

The Term of this Agreement shall commence on June 12, 2012, and shall continue for a period of twenty years ("Initial Term"), with the Initial Term expiring on June 30, 2032, unless otherwise terminated under provisions agreed to herein.

3. OPTION TERMS

This Agreement may be renewed for two, five-year periods ("Option Term"), from and after July 1, 2032, provided LESSEE is not in default hereunder beyond any applicable grace or cure periods in rental or other payments to LESSOR at the time such notice exercising the Option Term is given. If LESSEE chooses to exercise its option to renew, written notice shall be submitted to LESSOR no less than ninety (90) days prior to the expiration of the Initial Term. If LESSEE is in default of any obligation under this Agreement beyond the time periods expressly allowed in this Section, then any notice attempting to exercise the Option Term shall be void.

4. LAND RENT DURING INITIAL TERM

Upon commencement of this Agreement, LESSEE shall pay to LESSOR basic land rental for the Premises located at 1404 S. Airport Road, containing 75,061 sq. ft. That rent shall be calculated as follows:

INITIAL TERM 1404 S. Airport Road – 75,061 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
06/12/2012	-	06/30/2012	.1982	-------	$774.62
07/01/2012	-	06/30/2017	.1982	$14,877.09	$1,239.76
07/01/2017	-	06/30/2022	.2081	$15,620.19	$1,301.68
07/01/2022	-	06/30/2027	.2185	$16,400.83	$1,366.74
07/01/2027	-	06/30/2032	.2294	$17,218.99	$1,434.92

LESSEE shall pay to LESSOR in advance on the first day of each month, without demand or invoicing, rentals for LESSEE's leased Premises as set forth herein.

Any amounts due LESSOR from LESSEE for utility cost (as defined in Section 25), maintenance, reimbursements, or other special charges will be paid by LESSEE within thirty (30) days of the date of the invoice.

5. FACILITY RENT DURING OPTION TERM

Facility rental for all facilities shall commence at the beginning of the Second Option Term. Facility rental for all facilities, structures, fixtures and improvements on the real estate during the Second Option Term period, if exercised, shall be set at the then-current market value of such facilities, structures, fixtures and improvements as determined by a single independent third-party licensed and accredited commercial property appraiser with offices in Wichita, Kansas, and experience with the local commercial property market**.** The appraiser shall be selected by agreement of the parties. In the event that the parties cannot agree on this selection within 15 days after notice is given for exercise of the Second Option Term, then this appraiser role shall be filed by designation of the chair person of the board of appraisers issuing the most recently completed condemnation action filed by the City of Wichita. The valuation established by the selected or designated appraiser shall be conclusive on the parties.

6. LAND RENT DURING OPTION TERM

It is understood and agreed that basic land rental during the Option Term, if exercised, shall be as follows:

FIRST OPTION TERM 1404 S. Airport Road – 75,061 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
07/01/2032	-	06/30/2037	.2409	$18,082.19	$1,506.85

SECOND OPTION TERM 1404 S. Airport Road – 75,061 Sq. Ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
07/01/2037	-	06/30/2042	.2529	$18,982.93	$1,581.91

7. OTHER FEES AND CHARGES

It is understood and agreed by LESSEE that LESSOR may assess fees and charges to LESSEE according to rates established by LESSOR's Schedule of Fees and Charges. Such Schedule shall be amended from time to time by action of the LESSOR.

8. PAYMENTS

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

Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

or such other address as designated in writing.

LESSEE shall pay to LESSOR in advance on the first day of each month, without demand or invoicing, facility rental for the Premises as set forth herein. In the event LESSEE fails to make payment within ten (10) days of the dates due as set forth in this Section, then LESSOR may charge LESSEE a monthly service charge of twelve percent (12%) on an annual basis for any such overdue amount, plus reasonable attorneys' and administrative fees incurred by LESSOR in attempting to obtain payment.

9. LESSEE'S IDENTITY

LESSEE must be a natural person or an entity, firm, company, corporation, partnership, limited liability company, or a joint venture which has substance under State of Kansas Law and a specific legal identity and business purpose as registered with the Secretary of State in the LESSEE's state of business residence.

10. PERMITTED USE OF PREMISES

Upon performance of all provisions contained in this Agreement, LESSEE, as a Commercial Hangar Operator (CHO), shall have the right of use of the Premises to develop, operate and maintain hangar and support facilities for the purpose of furnishing to the public aircraft storage hangar facilities on a long-term rental/sub-lease basis in compliance with the LESSOR's Minimum Standards for Aeronautical Activity as set forth and shown on the attached Exhibit "B". Other commercial activities or services, including but not limited to flight training, aircraft charter, aircraft maintenance, aircraft and components sales may be permitted if the proposed commercial activity will meet all requirements of the Minimum Standards for Aeronautical Activity, appropriate space is available, proper parking is developed, and security/access controls are established.

LESSEE shall have the right of ingress and egress, in common with others, for both vehicles and aircraft, for the benefit of its employees, invitees, contractors, subcontractors, agents and representatives, to be exercised in a reasonable manner. This right of ingress and egress is granted for activities incidental or related to LESSEE'S approved activities, and for no other purposes except as may be approved in writing by LESSOR. This right is subject to federal, state and local security and safety requirements and standards. As required by Kansas state statute, it is understood and agreed that the Premises shall be used and occupied for aviation purposes or purposes incidental or related thereto in support of a commercial hangar operator.

LESSEE recognizes that other tenants now and hereafter may occupy other portions of the Airport, and that such other tenants shall have the right to use public roadways, streets, ramps,

taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations, and these common facilities are not under an exclusive use lease; and LESSEE shall conduct its operations in such a manner as to not impede access by others to these common facilities, nor in any other way interfere with, nor disrupt the business of other tenants or the quiet enjoyment of their leasehold interests at the Airport.

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

LESSEE, its affiliated entities, subsidiaries, employees, agents, representatives, contractors, and subcontractors, will not transact or otherwise engage in any other activities, business, and/or services on or from the Premises, except as described in this Agreement, unless such is provided for by a separate written approval, or amendment to this Agreement, and subject to approval by LESSOR. LESSEE shall at all times maintain compliance with the LESSOR's Minimum Standards as set forth and shown on the attached Exhibit "B".

11. PROHIBITED USE OF PREMISES

The Premises shall not be used for any purpose not expressly authorized in Section 10, Permitted Use of Premises. The following operations, services and concessions shall be specifically prohibited on or from the Premises or any other location at the Airport:

(a) Commercial catering, restaurant and/or lounge concessions;
(b) Commercial (for hire) ground transportation;
(c) Commercial "paid" parking;
(d) Commercial hotel or lodging;
(e) Sale of non-aviation products and services;
(f) "Short-term" aircraft storage (less than six (6) months);
(g) Sale, trade or bartering of aviation fuels, or other fuel or lubricant products;
(h) Revenue-producing communication systems or systems not directly applicable to LESSEE's operations on the Premises;
(i) Automobile rental service;
(j) Storage and/or maintenance of any auto, truck, trailer, camper, boat, jet ski, motor cycle, recreational vehicle or other non-aviation or non-aircraft service and support vehicle or equipment;
(k) Commercial outdoor advertising;
(l) Any activity considered by LESSOR to not be aviation purposes or purposes incidental or related thereto in connection with a commercial hangar operator.

The LESSEE shall not perform, or allow to be performed any engine "run-up" in excess of fifty percent (50%) power level on the Premises.

12. NON-EXCLUSIVE USE OF CERTAIN FACILITIES

LESSOR grants the LESSEE, in common with other users, the non-exclusive use of the Airport and appurtenances, together with all facilities, improvements and services which are now, or may hereafter be provided at, or in connection with the Airport. This use is limited to the purposes for which such facilities were designed and constructed, and for no other purposes, and is available only from time to time and on a non-exclusive use basis, according to the discretionary operational decisions of LESSOR. These facilities include, but are not limited to roadways, streets, ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations which are not exclusively leased areas of the LESSEE or of any other tenant on the Airport.

13. LESSEE'S RIGHTS AND PRIVILEGES

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

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

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

(c) The right in common with others authorized to do so, to use the common areas of the Airport, consisting of but not limited to roadways, streets, ramps, taxiways, runways, access gates, lighting beacons, and navigational aids.

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

14. LESSOR'S RIGHTS AND PRIVILEGES

LESSOR expressly reserves from the Premises:

(a) Mineral Rights. All gas, oil and mineral rights in and under the soil.

(b) Water Rights. All statutory, exempt, vested, and granted appropriation rights for the use of water, and all rights to request further appropriations for the Premises.

(c) Airspace. A public right of flight through the airspace above the surface of the Premises. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on the Airport. No liability on the part of LESSOR or any Tenant will result from the exercise of this right.

(d) Navigational Aids. The right to install, maintain and modify and/or permit others to install, maintain and modify on the Premises visual and electronic navigational aids.

(e) Entry and Inspection of Premises. The right of LESSOR, its authorized officers, employees, agents, contractors, subcontractors, authorized government agents, or other representatives to enter upon the Premises:

(1) To inspect at reasonable intervals during regular business hours (or any time in case of emergency or lawful investigation) to determine whether LESSEE has complied, and is complying with the terms and conditions of this Agreement;

(2) To Inspect Premises, facilities, and equipment for compliance with laws, regulations and/or codes of the federal, state or local government, airport rules and regulations and airport standard operating procedures; and

(3) To construct or erect new facilities, or to perform maintenance, repair, or replacement relating to the Premises or any facility thereon, as may be required and necessary, but LESSOR shall not be obligated to exercise this option.

(f) Radio/Wireless Communication Systems. The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises.

(g) General Provisions. The right to exercise any and all rights set out in Section 53, General Provisions.

(h) Signage. The right to enter onto the premises for installation, and the right to install any signage on the Premises required by law, order, rule, regulation, Airport Security Program or federal directive.

Provided that exercise by LESSOR of any such reserved rights (a) through (h) shall be without expense to the LESSEE and shall not unreasonably or materially interfere with LESSEE's use of

the Premises and shall not delay LESSEE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

15. NON-INTERFERENCE WITH AIRPORT OPERATIONS

LESSEE covenants and agrees that it shall not allow any condition on the Premises, nor permit the conduct of any activity on such Premises, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities, nor shall LESSEE use or permit the Premises to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard to the general public, or to LESSOR's tenants or the customers, agents, invitees, contractors, representatives and employees of those tenants.

LESSEE covenants and agrees that it shall not allow any condition on the Premises, nor permit the conduct of any activity on such Premises, which shall materially or adversely affect, infringe upon, block or interrupt the operations and business activity of other airport tenant leaseholds.

16. COOPERATION WITH AIRPORT DEVELOPMENT

LESSEE understands and agrees that LESSOR may pursue Airport development, improvements and maintenance activities from time-to-time that may affect the Premises and other areas of the Airport. LESSEE agrees to work cooperatively and in good faith with the LESSOR and other tenants and contractors in development, improvement and maintenance activities to minimize any disruptions. If requested by the LESSOR, LESSEE shall cooperate with and assist the LESSOR to the greatest extent possible in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Airport development, improvement, and maintenance activities. LESSOR may temporarily or permanently close, re-route, or consent to the closing or re-routing of any method of ingress or egress on the Airport, so long as the means of ingress and egress are reasonably equivalent to current access available to LESSEE. LESSOR may temporarily close the runway, taxiways, ramps or portions thereof for purposes of maintenance, replacement, re-construction or expansion. Provided that exercise by LESSOR of any such Airport development, improvement, or maintenance shall be without expense to the LESSEE and shall not unreasonably or materially interfere with LESSEE's use of the Premises, and shall not delay LESSEE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

17. DESIGN AND CONSTRUCTION

LESSEE agrees to construct a 22,863 sq. ft. facility or facilities on the Premises shown on Exhibit "A" as 1404 S. Airport Road. LESSEE warrants that the improvements, when completed, will be necessary or useful in its development for use by LESSEE for its purposes. LESSEE agrees to proceed diligently to complete the improvements. It shall be considered an event of default under this Agreement if construction of the facilities on 1404 S. Airport Road has not commenced within one hundred eighty (180) days from the commencement of the Initial Term of this Agreement, and shall be treated as an event of default, with notice of default given to LESSEE by LESSOR as set for under Section 32, Cancellation by Lessor. It shall be considered an event of default under this Agreement if a certificate of occupancy is not issued by the City of Wichita for the facilities on 1404 S. Airport Road within twelve (12) calendar months from the issuance of construction notice-to-proceed, and shall be treated as an event of default with notice of default given to LESSEE by LESSOR. LESSOR may extend such time periods in writing at its complete discretion.

If the Agreement is cancelled due to failure to construct and complete the facilities as set forth in this Section, LESSEE shall, at LESSOR'S election at LESSEE's sole expense, be required to restore the Premises to a like and comparable condition as existed at the commencement date of this Agreement within a time period of ninety (90) calendar days from expiration of LESSEE'S opportunity to cure as set out in Section 32, Cancellation by Lessor. At the end of the ninety (90) day period described above, LESSEE shall vacate the Premises, and LESSOR shall be entitled to complete the restoration work at LESSEE'S expense, plus an additional twenty percent (20%) administrative fee to be paid by LESSEE directly to LESSOR. The parties recognize that the Premises are unique property of substantial value, and stipulate that injunctive relief is appropriate to enforce the provisions of this Section. Irrespective of the performance under this Section, LESSEE shall be obligated for all rental payments under this Agreement until the Premises are both restored and vacated.

LESSEE agrees to and shall design and construct facilities and improvements on the Premises subject to the LESSOR'S express approval of LESSEE'S proposed plans and specifications, with adherence to the terms and conditions of this Agreement and to any additional design and construction standards, Airport Standard Operating Procedures, Airport Minimum Standards, Airport Security Program, and all other applicable regulations, codes and requirements set out by LESSOR. Plans and specification review submittals shall follow accepted practice for such deliverables, and the LESSOR shall provide comments, as applicable, on each submittal. Upon the LESSOR's reasonable request, the LESSEE shall provide additional or supplemental submittals, as may be reasonably required, to fully understand the proposed improvements. No above-ground wires or other utilities shall be installed on the Premises. LESSEE shall construct and maintain at its own expense, paved taxiway access to the Airport's existing taxiway system.

All aircraft pavement provided by LESSEE shall be designed and constructed in full conformance with applicable LESSOR and FAA standards for the largest type of aircraft expected to use the premises.

LESSEE shall provide a storm water management plan developed by an engineer familiar with storm water management must be submitted as part of the preliminary plan review process. Storm water management facilities shall be designed and maintained in accordance with guidelines established by the City of Wichita, the Wichita Airport Authority, and the Federal Aviation Administration. No construction, development or subsequent activities shall be allowed to cause adverse drainage issues such as erosion, blocking the flow of water, etc. Upon LESSOR'S approval of facilities and improvements plans and specifications and upon approval and issuance of required building permits by the City of Wichita Office of Central Inspection, the LESSEE and LESSEE's employees, contractors, subcontractors, suppliers, agents, customers, business invitees, and/or representatives shall have the right to enter upon the Premises and commence construction. Stormwater best management practices (BMPs) shall be installed and maintained as required by LESSOR, and other federal, state, and local agencies having regulatory jurisdictional authority.

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

LESSEE agrees: (1) construction shall be administered and observed on-site by construction and/or design professionals to ensure compliance with the approved plans and specifications; (2) proposed construction modifications, amendments or changes to the LESSOR approved plans and specifications shall be submitted to LESSOR for prior approval; (3) shall install a temporary security and/or construction barricade fence as directed by the LESSOR at LESSEE's expense (4) to repair or replace, at LESSEE's expense and to LESSOR's satisfaction, property damaged in the construction of the facilities and improvements by LESSEE, its contractors, agents or employees; and (5) to provide LESSOR, within thirty (30) days following occupancy of the facilities, a complete reproducible set of as-built record drawings, along with a certification of project costs for all permanent improvements. Upon completion of the facility, LESSEE shall furnish a letter to LESSOR warranting that: (1) the improvements have been completed in accordance with the plans and specifications; (2) the improvements have been completed in a good and skilled manner; (3) no liens have been filed, nor is there any basis for the filing of such liens with respect to the improvements; and (4) all improvements constituting a part of the project are located or installed upon the Premises. Inaccurate or false certifications under this

Section shall be a breach of this Agreement which the parties agree may only be remedied by specific performance whenever discovered. This obligation to cure deficiencies in the improvements to the Premises by performance in a good and skilled manner shall survive this Agreement.

The approvals of this Section shall be deemed approval by the Wichita Airport Authority, as LESSOR, in its capacity as a property owner and landlord, but shall not be deemed approvals as required for the Zoning Code, Building Code, or any other approval required by the City of Wichita in a regulatory or governmental capacity. Notwithstanding any other indemnity provision, LESSEE shall indemnify and hold the LESSOR harmless for any liability for regulatory or governmental approvals or the failure to obtain the same. LESSEE shall be responsible for obtaining all permits and approvals required for the construction, maintenance, operation and use of all facilities on the Premises. Improvements within the secured area and AOA shall conform to Federal Aviation Administration and Transportation Security Administration regulations, standards and criteria for design, construction, inspection and testing.

LESSEE shall use reasonable efforts to coordinate the construction of the improvements with time schedules established by the LESSOR, should other construction be occurring at the Airport which may be impacted by this project; provided that LESSEE shall not be liable for any delays in construction occasioned by this coordination with the LESSOR that are outside of the control of the LESSEE.

18. FUTURE ALTERATION AND IMPROVEMENT STANDARDS

During the Initial and Option Term of this Agreement, LESSEE may, with prior written approval of LESSOR, and by lease amendment, if appropriate, add to, improve, or alter the Premises subject to all conditions set forth herein. Any such addition or alteration shall be performed in a good and skilled manner in accordance with all applicable governmental regulations, building codes, LESSOR's design and construction standards, Airport Rules and Regulations, Airport Standard Operating Procedures, Airport Security Program, and all other applicable regulations, codes and requirements. Any such addition or alteration must be designed and constructed in a manner that will not weaken or impair the structural strength or reduce the value or functionality of the Premises or existing improvements thereon, or change the purpose for which the building or any part thereof, may be used. Design, construction and approval of any additional facility on the Premises or any alteration to existing facilities on the Premises shall adhere in all respects and be subject to all the requirements and obligations established in Section 17, Design and Construction. It shall be the responsibility of LESSEE, to file all necessary alteration and construction forms with the Director of Airports, as the LESSOR's representative, for submission

to the Federal Aviation Administration or the Transportation Security Administration for approval.

19. CONSTRUCTION COSTS

LESSEE agrees to pay all costs incurred in connection with the construction of the new structures, facilities and improvements, and future additions, improvements and alterations, unless otherwise expressly agreed to in writing by the LESSEE and LESSOR. LESSEE agrees to make direct payment to all materials, product and service providers for all such costs as they are incurred. LESSEE shall have no right, authority, or power to bind LESSOR or any interest of LESSOR in the Premises, for the payment of any claim for labor or material or for any charge or expense incurred in the erection, construction, operation, or maintenance of said improvements and Premises. LESSEE agrees to require contractors to name the LESSOR and the City of Wichita as beneficiaries of the required original performance bond and the LESSOR and the City of Wichita as additional insureds, as their respective interests may appear, in any comprehensive accident or general liability insurance; builder's risk insurance; or any other policies required of the LESSEE relating to the construction of the Premises.

Before beginning construction, LESSEE shall, by agreement with its contractor or otherwise, provide performance, labor and material payment bonds and statutory bonds with respect to all improvements to be constructed on the Premises in the full amount for the project contract. The general contractor under any such contract shall be the principal and a surety company or companies qualified to do business in Kansas as surety. Such performance, labor and material payment bonds shall name the Wichita Airport Authority and the City of Wichita, Kansas as the obligees. Satisfaction of this requirement shall not be the basis for an extension of the Section 17, Design and Construction, construction period.

20. CONSTRUCTION INSPECTIONS

LESSOR shall have the right at any reasonable time prior to the completion of the construction of facilities and improvements and any future alterations and improvements thereto, to enter upon the Premises for the purpose of inspecting the construction thereof, to determine whether or not the improvements are being constructed substantially in accordance with the plans and specifications. If at any time during the progress of such construction, it is determined that the improvements are not being constructed substantially in accordance with the plans and specifications, upon receipt of written notice from the LESSOR, the LESSEE shall make or cause to be made such reasonable alterations as may be required to cause the improvements to substantially conform to the plans and specifications. However, LESSOR has no duty to

undertake such inspections, and LESSOR will not be held to any duty of care regarding such inspections, if conducted. This Section shall have no effect on LESSEE'S obligations created under Section 17, Design and Construction.

21. REMOVAL AND DEMOLITION

LESSEE shall not remove or demolish, in whole or in part, any improvements upon the Premises without the prior written consent of the LESSOR, which may, at its discretion, condition such consent upon the obligation of LESSEE replacing the same by a reasonable improvement specified in such consent. LESSEE shall obtain written consent before commencing demolition and restoration as described under Section 17, Design and Construction. Failure to obtain this consent shall entitle the Authority to such compensation as is necessary to restore the affected improvements.

22. TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES

It is understood and agreed that title to the Premises and to all existing and future structures, facilities, improvements and fixtures shall be, and shall remain, exclusively with LESSOR, the Wichita Airport Authority.

LESSEE shall, without cost to LESSOR, furnish and install all non-attached furniture, movable partitions, decorations, accessories, equipment, and tools necessary to conduct its business, which shall retain status as personal property even though temporarily affixed to the Premises. Title/ownership to non-attached personal property shall remain with LESSEE.

The term "fixtures", whenever used in this Agreement, shall be construed to include all structures and fixed systems and equipment erected or installed upon the Premises, all fencing, grading and pavement, all underground wires, cables, pipes, conduits, tanks, drains and drainages; and all other property of every kind and nature which is permanently affixed to the Premises, except LESSEE's personal property.

All facilities, structures and improvements, and alterations and additions to the Premises, excluding personal property of LESSEE, placed at the expense of LESSEE, shall remain upon and be surrendered with the Premises as a part thereof, on any termination of this Agreement, for any cause, and shall remain the property of the LESSOR.

23. LIENS

LESSEE shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Premises or any improvements thereon. Should any lien be placed on the Premises or any improvements thereon, LESSEE shall cause to be removed any and all liens of any nature. This obligation includes, but is not limited to, tax liens and liens arising out of or because of any financing, construction or installation performed by or on behalf of LESSEE or any of its contractors or subcontractors upon LESSEE's Premises or arising out of or because of the performance of any work or labor to it or them at said Premises or the furnishing of any materials to it or them for use at said Premises. Should any such lien be made or filed, LESSEE shall bond against or discharge the same within thirty (30) days after actual notice of the same from any source, whether from LESSOR or otherwise, and provide written proof of discharge or bonding to LESSOR within that time. LESSEE acknowledges that its interest in the Premises is a leasehold, and that notwithstanding its construction of improvements on the Premises, such improvements accrue to the LESSOR and that it has no equity interest in the Premises which can support a mortgage lien. LESSEE may not mortgage or pledge as collateral its leasehold interest herein without the prior written consent of the LESSOR.

LESSOR may consent, upon LESSEE's written request, to an assignment of rents to a governmentally regulated and insured commercial lender as partial security for financing of LESSEE's activities on the Premises, which assignment is intended to be a present transfer to such lender of all of LESSEE's rights to collect and receive rents and charges from approved users, operators, sublessees and permitees. Lender(s) shall have no rights to assign this Agreement or sublease the Premises without the prior written consent of the LESSOR as required under Section 26, Assignment and Section 27, Subleasing, Permitting and Contracting. Upon LESSEE's written consent LESSOR agrees to give Lender(s) notice of any default or cancellation of the Agreement, and allow Lender(s) the same opportunity as the LESSEE under the Agreement to correct any condition or cure any default. Nothing in this Section is intended to relieve the LESSEE of its obligations under this Agreement.

24. TAXES, LICENSES AND PERMITS

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

such licenses, franchises, permits, operating certificates and other agreements in full force and effect during the Term of this Agreement.

LESSEE shall pay all lawful taxes and assessments which, during the term hereof, may become a lien upon or which may be levied by the State, County, City or any other tax levying body, upon the leased Premises or upon any taxable interest of LESSEE acquired in this lease agreement, or any taxable possessory right which LESSEE may have in or to the leased Premises, including any improvements or facilities located on the Premises, as well as LESSEE shall also pay all lawful taxes and assessments on taxable property, real or personal, owned by LESSEE in and about said Premises. Nothing in this Section shall prevent LESSEE from contesting the legality, validity or application of any such tax or assessment to the full extent LESSEE may be lawfully entitled so to do.

25. UTILITIES

LESSEE shall pay all costs for utility services (whether for installation, service, administration, connection, or maintenance thereof) used by LESSEE at or upon the Premises with no responsibility or expense accruing or inuring to LESSOR, including all permits, licenses or authorizations necessary in connection therewith. Such payments by LESSEE shall be made directly to the utility supplier or service provider, except that if such utilities should be supplied by the LESSOR, then in this event, LESSEE will pay those costs to LESSOR within thirty (30) days after receipt of LESSOR'S invoice. LESSOR agrees that any such costs invoiced to LESSEE will be based on the rates charged to LESSOR by utility supplier, plus reasonable capital and administrative recovery costs.

Unless otherwise agreed upon in writing, if LESSEE requires utilities beyond that currently provided or that are available to be extended to the Premises boundary, LESSEE agrees to pay the full cost and expense associated with the upgrade/extension/installation of all such utilities related to its use of the Premises, and to comply with all provisions for maintaining such utilities.

The LESSOR reserves for itself the right to upgrade, extend, install, maintain and repair all utilities and services on or across the Premises, whether or not such services or utilities are for the benefit of LESSEE. The LESSOR shall take all reasonable care and diligence to protect existing improvements and utilities, and shall avoid to the greatest extent possible any unreasonable interference or interruption to LESSEE's operations.

All electrical, data and communications utilities installed or caused to be installed shall be underground, and no utility services or other cables or wires shall be installed on poles or otherwise above ground. Unless otherwise provided in this Agreement, all utilities and conduits

or ducts installed by anyone on the Premises shall be considered fixtures as defined under Section 22, Title to Facilities, Improvements and Fixtures, and shall become the owned property of LESSOR. All utility facilities installations shall meet the requirements of Section 18, Future Alteration and Improvement Standards of this Agreement.

Wastes not legally permitted and authorized for disposal into the storm and/or sanitary drainage system shall not be discharged, connected or introduced into storm and/or sanitary drains and the storm and/or sanitary drainage system. LESSEE shall take all reasonable precautions to prevent the discharge of material into any drainage system that would create interference with the flow therein, or that would cause a hazard or unlawful contamination thereto. A copy of LESSEE's Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasure Plan shall be submitted to the LESSOR upon the LESSOR's request.

26. ASSIGNMENT

With the exception of assignment to a parent or "holding" company or subsidiary, LESSEE shall have no right to assign or delegate any of its rights or duties pursuant to this Agreement without the prior written consent of LESSOR. Any assignment or delegation so made and so permitted shall be subject to all terms, conditions and other provisions of this Agreement. Any attempted assignment or delegation in violation of this provision shall be void and have no force or effect whatsoever.

27. SUBLEASING, PERMITTING AND CONTRACTING

LESSEE shall not sublease, rent or permit any persons, firms or corporations to occupy any part of the Premises, or to provide any type of commercial or non-commercial operation, aviation or otherwise, on the Premises without having first received the prior written consent of LESSOR, granted only under the following conditions:

(a) Any arrangements must be in the form of a written instrument and must be for purposes and uses of the Premises as authorized under this Agreement, and shall be subject to the provisions of this Agreement. LESSEE shall submit a copy of such proposed instrument at the time of requesting consent of LESSOR.

(b) All sublease(s) must comply with Sections 10 and 11 of this Agreement, and will be reviewed for compliance by LESSOR to that end. Any arrangement for the subleasing of space must be in conformance with the use of the Premises outlined in this Agreement, unless expressly approved otherwise in writing by LESSOR.

(c) LESSEE must keep current records on file and available for LESSOR's inspection, that describes the nature and document the legitimacy of the sublessee's business,

including all current municipal, state, or local licenses or permits required for the conduct of sublessee's business.

(d) LESSEE hereby agrees that it shall incorporate language acceptable to LESSOR into all of its sublease agreements, placing on any sublessee and that sublessee's affiliated entities, customers, employees, invitees, contractors, and subcontractors similar restrictions, as may be appropriate to its approved uses as those which bind LESSEE and its use of the facility through this Agreement. LESSEE shall also incorporate and make reference to this Agreement, as may be amended from time to time, to ensure sublessee's operations and conduct are subject to and are in compliance with the terms and conditions of this Agreement, as may be amended from time to time. Any sublease agreement shall explicitly state that it is subordinate to this Agreement, and that the sublessee shall never obtain rights in the Premises greater than those held by LESSEE under this Agreement, as amended. Any sublessee shall be specifically subject to eviction from the Premises as a result of termination, cancellation, or expiration of this Agreement, irrespective of sublessee's state of compliance with the terms of its sublease.

(e) LESSEE shall at all times during the term(s) of approved sublease(s), remain responsible to LESSOR for the compliance of its sublessees with the terms and conditions of any approved sublease and with this Agreement. LESSOR may look to LESSEE directly to satisfy any failure of sublessee to comply with these documents.

(f) Consent to one sublease permit or subcontract shall not be deemed consent to any subsequent sublease permit or subcontract. Prior written consent of the LESSOR shall be required for each sublease permit or subcontract executed by the LESSEE.

It is understood and agreed that this Section does not apply to third party hangar space lease/rental arrangements for private use of aircraft storage, and office space related and incidental to the operation and administration thereof, as may be customary in the normal course of business as a commercial hangar operator.

28. LIABILITY INSURANCE

LESSEE shall procure, maintain and carry, at its sole cost, in accordance with and/or until completion of this Agreement all insurance, as required per the amounts as set forth below. Insurance shall be furnished by a company licensed to do business in Kansas.

Insurance certificates shall be issued on a standard ACORD form or such other documentation as may be acceptable to LESSOR in its discretion and include the NAIC number of the insuring company. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless otherwise approved by the LESSOR, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates must be received and approved by the LESSOR prior to occupancy. LESSOR retains the right to require changes in the

character, coverages and amounts of coverage commensurate with changes in the LESSEE'S use of the Premises.

The failure of LESSOR to reject the LESSEE'S proffered insurance shall not be deemed to constitute an acceptance by the LESSOR of deficient insurance coverage. If the LESSEE fails to procure or maintain any of the specified coverages the LESSOR has the right, but not the obligation, to secure the coverage and charge the cost to the LESSEE along with a 20% administrative fee.

The LESSEE shall be responsible for determining the types and limits of insurance coverage required by any approved SUBLESSEE. At a minimum, such SUBLESSEE shall carry Workers' Compensation, general liability (minimum of $1,000,000 per occurrence) and automobile liability (minimum of $500,000 combined single limit). LESSEE shall require in any approved sublease that the Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds on the SUBLESSEE'S general liability policy.

The requirements, procurement and carrying of the required insurance shall not limit any of the LESSEE's obligations or liability under this Agreement or as a matter of law.

Where "minimum limits" of insurance are specified in this Section, such minimum insurance limits are required and considered by LESSOR to be the lowest insured amounts acceptable under this Agreement. The LESSEE is not limited or restricted whatsoever in securing additional insurance coverage and higher insured limits than those specified herein if, at the LESSEES determination and discretion and commensurate with the type of activity and associated business and operational risk, additional coverage and higher limits are necessary and appropriate.

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

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

LESSEE shall maintain Workers' Compensation insurance to cover the statutory requirements of the Workers' Compensation laws of the State of Kansas for its operations on the Premises, and when applicable, to Federal Laws and Voluntary Compensation and Employer's Liability (including occupational disease) coverage.

b) AUTOMOBILE LIABILITY

LESSEE shall maintain automobile insurance, which shall include all owned, non-owned and hired automobiles used on the Premises, and shall have minimum bodily injury and property damage limits as outlined herein.

Combined Single Limit	$500,000 Each Accident

c) GENERAL LIABILITY

LESSEE shall maintain General Liability Insurance on an occurrence form. Minimum limits, as outlined herein, shall be:

Annual Aggregate	$2,000,000
Each Occurrence	$1,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds.

d) UMBRELLA/EXCESS LIABILITY COVERAGE

The LESSEE shall provide minimum Umbrella/Excess liability limits (excess of all coverages other than Workers' Compensation) of:

Each Occurrence Limit	$1,000,000
Annual Aggregate Limit	$1,000,000

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

e) BUILDER'S RISK COVERAGE

The LESSEE shall provide builder's risk coverage during any facility construction sufficient to cover the requirements set out in Section 17, Design and Construction.

LESSEE agrees that in the event of future changes in the law or upon notice by the LESSOR, the minimum levels of insurance required by this Section may be increased within the bounds of commercial reasonableness.

LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of certificates, and if requested, of all policies evidencing that such insurance is in full force and effect, and stating the terms thereof. This Agreement shall not commence until policies of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR undated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing 12 month period. Failure to maintain satisfactory insurance policies in force shall constitute grounds for cancellation of this Agreement as set forth in Section 32, Cancellation by Lessor.

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

29. ALL RISK PROPERTY INSURANCE

LESSEE, at its expense, throughout the term of this Agreement, shall cause any structures, facilities, improvements and fixtures on the Premises to be insured against loss or damage by fire or other casualty equal to the full replacement value thereof and by an all risk coverage policy furnished by a company licensed to do business in Kansas. Such policy shall not exclude, or in the alternative, shall carry full coverage endorsements for damage from tornado, hail, flood, and sewer backup, and shall furnish LESSOR a certificate evidencing such insurance. The proceeds of any payments made under such insurance policy or policies shall be used to rehabilitate or reconstruct the insured facilities, subject to the provisions governing damage or destruction found at Section 49, Damage and Destruction. LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of all policies or certificates evidencing that such insurance are in full force and effect, and stating the terms thereof. This Agreement shall not commence until policies of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR undated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing 12 month period. Failure to maintain satisfactory insurance policies in force shall constitute grounds for cancellation of this Agreement.

30. SUBROGATION OF INSURANCE

LESSOR hereby waives any and all rights of recovery against LESSEE for or arising out of damage or destruction of the building, or the demised Premises, or any other property of LESSOR, from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of LESSEE, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver without diminution of LESSOR coverage.

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

31. LOSS OF PERSONAL PROPERTY

Any personal property of LESSEE or others placed in or upon the Premises shall be at the sole risk of the LESSEE, and LESSOR shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the LESSEE waives all rights of subrogation against recovery from the LESSOR for such loss or damage unless such loss or damage is the result of the LESSOR’s negligence.

32. CANCELLATION BY LESSOR

The LESSOR, in addition to any other rights to which it may be entitled by law or otherwise, may cancel this Agreement by giving LESSEE written notice in the event of default by LESSEE under this Agreement continuing for more than sixty (60) days after the LESSEE's receipt of written notice of such event of default and opportunity to cure from the LESSOR, upon or after the happening of any one of the following events:

(a) LESSEE shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and LESSEE is thereafter adjudicated bankrupt pursuant to such proceedings;
(b) A court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act;

(c) Receiver of LESSEE's assets shall be appointed;
(d) LESSEE shall be divested of its estate herein by other operation of law;
(e) LESSEE shall fail to meets its construction commencement or completion requirements set out in Section 17, Design and Construction.
(f) LESSEE shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSEE are to be performed, kept or observed.

If any such condition or default cannot reasonably be corrected within the 60-day period and LESSEE has demonstrated due diligence with respect to curing said default, then, at the LESSOR's sole discretion, such cure period may be extended for consecutive periods of 30 days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the term shall cease and expire at the end of the 30-day extension then in effect.

Acceptance of rental by LESSOR for any period or periods after a notice of default is issued by LESSOR of any of the obligations, terms, warranties and conditions herein contained to be performed, kept and observed by LESSEE shall not be deemed a waiver of any other right on the part of LESSOR to cancel this Agreement for failure by LESSEE so to perform, keep and observe any of the obligations, terms, warranties, or conditions hereof to be performed, kept and observed. No waiver of default by LESSOR of any of the obligations, terms, warranties or conditions hereof to be performed, kept and observed by LESSEE, shall be construed to be or act as a waiver of any subsequent default of any of the obligations, terms, warranties or conditions herein contained to be performed, kept and observed by LESSEE.

33. CANCELLATION BY LESSEE

The LESSEE, in addition to any other rights to which it may be entitled by law or otherwise, may cancel this Agreement by giving LESSOR written notice in the event of default by LESSOR under this Agreement continuing for more than sixty (60) days after the LESSOR's receipt of written notice of such event of default and opportunity to cure from the LESSEE, upon or after the happening of any one of the following events:

(a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport or any major part thereof for Airport purposes and the remaining in full force of such permanent injunction for a period of at least one hundred eighty (180) days.

(b) Inability of the LESSEE to use, for a period in excess of one hundred eighty (180) days, the Airport or any part of the facility because of any law, order, rule, regulation or other action or non-action of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.

(c) LESSOR shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSOR are to be performed, kept or observed:

i. LESSEE may give LESSOR written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by LESSOR, LESSEE may terminate this Agreement and the term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the Initial or Option Term, unless such condition or default cannot reasonably be corrected within the 60-day period and LESSOR has demonstrated due diligence with respect to curing said default, then such cure period may be extended for consecutive periods of 30 days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the term shall cease and expire at the end of the 30-day extension then in effect;

(d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the Airport and the facility herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the LESSEE for a period of one hundred eighty (180) days from operating on and within the facility.

(e) In the event of destruction of the facilities, improvements, or the demised Premises as more fully described in Section 49, Damage or Destruction.

34. MAINTENANCE AND REPAIR

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

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

(b) The interior of all structures on the Premises including, but not limited to leasehold improvements, glass, paint, ballast and light bulb replacement, doorways, doors, walls, floors, plumbing, electrical, interior mechanical systems (heating, ventilation and air

conditioning, and associated motors, boilers, chillers, ducting and filters), decorations and finishes, plumbing fixtures, equipment and furnishings, telephone, communication and data cables, conduit and accessories, piping, motors, signs, and any other repairs as required or necessary to keep all structures on the Premises in proper condition for the conduct of business.

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

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

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

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

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

(h) A twelve percent (12%) administrative fee will be charged on any task that is performed by the Airport on behalf of LESSEE. The fee will be applied to the total cost incurred by the LESSOR in performing the task. The fee represents the LESSOR's cost to manage the task including procurement services, approval processes, management staff time, supervision and overhead. It does not include a profit component.

In the event LESSEE shall fail to perform its upkeep, maintenance and repair responsibilities, LESSOR may, but is not obligated to, perform maintenance and make repairs thereon and thereto which it determines to be necessary, charging the same cost to the expense of LESSEE and a twelve percent (12%) administrative fee upon thirty (30) days prior written notice of its intent to do so. In case of emergency action taken in order to protect against personal injury or property

damage but not limited to, for which no notice is necessary, LESSOR shall charge the same cost to the expense of LESSEE and a twenty percent (20%) administrative fee.

LESSOR shall be responsible for maintenance, repair and replacement of paved surfaces and storm drainage systems on the Airport not within or upon the Premises; however, LESSEE shall be responsible for the repair or replacement of any damaged paved surfaces and/or sub-grade on the Airport that may be caused due to the LESSEE's negligence or intentional misuse, or consent to misuse, of such facilities including but not limited to exceeding the weight bearing capacity limits of the pavements.

35. SNOW AND ICE REMOVAL

LESSEE shall be responsible for all snow and ice removal on the Premises. Aircraft parking ramps and other Air Operations Areas within the Premises shall be maintained to a winter surface condition safe for aircraft operations, and safe for customers and employees moving and working on the ramp. At no time shall LESSEE engage in snow and ice removal beyond the Premises without the prior approval of the LESSOR.

Snow piles, windrows or other accumulations of snow shall <u>not</u>:

(a) Be closer than twenty five feet from any security fence;
(b) Block any access gates or controls;
(c) Block or impede any taxiway or taxi lane;
(d) Impose an obstruction within the object free area (OFA) of any taxiway or taxi lane;
(e) Infringe upon, block or interrupt the business of other airport tenant leaseholds.

Snow piles and accumulations requiring removal may be stored on pre-approved/arranged paved or non-paved areas.

Only FAA approved dry and liquid chemicals may be used for de-icing or snow removal on aircraft operating surfaces, as set forth in Advisory Circular 150/5200-30, current edition, or as may be amended, *Airport Winter Operations and Safety*, Section 4-6 *Approved Chemicals*, current edition, or as may be amended.

The use of snow and ice removal contractors may be authorized subject to prior written approval by LESSOR, and subject to acceptable completion of contractor employee training, and other reasonable safety requirements and standards that LESSOR may impose, including but not limited to compliance with Airport Rules and Regulations, and Standard Operating Procedures. All such snow and ice removal contractors shall maintain a general liability insurance policy of not less than $2,000,000 limit, naming LESSEE, LESSOR and the City of Wichita as additional

insureds.

LESSOR shall be responsible for snow and ice removal on paved surfaces of the Airport not within the Premises.

36. LANDSCAPING

LESSEE shall provide and install appropriate landside landscaping and screening, including lawn, shrubbery, trees, bushes, and other plantings and screening on the Premises as a part of the construction of the improvements. All proposed landscaping plans and screening designs shall be submitted to the LESSOR for review and approval, which approval shall not be unreasonably withheld or unduly delayed. Such landscaping shall be in accordance with the Airport's design guidelines in effect at that time, and shall not be installed in such a manner so as to create a wildlife food source, habitat and hazard to aircraft operations. LESSEE agrees to maintain and/or replace such landscaping installations at least seasonally throughout the term of this Agreement or any extension thereof should they fail to survive in a manner aesthetically pleasing to LESSOR, a judgment which is to be exercised with reasonable discretion.

37. EXTERIOR SIGNS AND ADVERTISING

LESSEE agrees that no signs or advertising material shall be erected on the Premises or on any improvement or facility on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in advance in writing by LESSOR, which approval shall not be unreasonably withheld or unduly delayed.

LESSEE shall not erect, install, operate, nor cause or permit to be erected, installed, or operated upon any non-leased Premises of the Airport property, any signs, banners, or other similar devices for its own business, or the business of others. This provision shall not have the effect of limiting or restricting LESSEE's right to enter into an agreement with LESSOR'S authorized and permitted marketing, advertising or signage agency for the display of informational, marketing or advertising media at approved designated locations on Airport property.

LESSEE shall have not right to erect or install, or cause or consent to be erected or installed any commercial outdoor advertising by an outdoor commercial advertising agency.

38. PORTABLE STORAGE CONTAINERS/STRUCTURES

Unless specifically approved in writing, and under conditions specified by LESSOR, LESSEE shall not place or allow to be placed upon Premises, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies outside of an enclosed permanent building or structure, which does not qualify as a building or structure under Title 18 of the Code of the City of Wichita. Unless specifically approved, and under conditions specified by LESSOR, LESSEE shall not place or allow to be placed upon Premises, any type of portable or temporary structure, trailer, mobile home, modular structure or device.

LESSOR will not unreasonably withhold approval of such container(s) and structure(s) if such is of a temporary nature for the purpose of supporting construction, alteration or improvement activity, or other approved project.

39. GRANTING OF EASEMENTS

LESSEE shall not (i) grant easements, licenses and other rights or privileges in the nature of easements with respect to the land, or (ii) release existing easements, licenses, right-of-ways and other rights or privileges, and LESSEE agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by LESSEE of (a) a copy of the instrument of grant or release or of the agreement or other arrangement, and (b) a written application signed by the LESSOR requesting execution and delivery of such instrument, provided that, such grant or release is not detrimental to the proper conduct of the business of LESSEE, and such grant or release will not impair the effective use or interfere with the efficient and economical operation of the facilities. LESSEE shall not request any payment or other consideration for such execution, the same being amply supported by the promises exchanged in this Agreement. Any payments or other consideration received by LESSOR for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of LESSOR. The obligations of this Section shall survive termination of this Agreement.

40. RULES AND REGULATIONS

LESSEE, its agents and employees, shall be subject to any and all applicable rules, regulations, Airport Standard Operating Procedures, orders and restrictions which are now in force or which may hereafter be adopted by the Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport or LESSEE's operations conducted hereunder.

LESSOR shall not be liable to LESSEE for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this Section provided, nor shall LESSEE be entitled to terminate this Agreement by reason thereof unless exercise of such authority shall so interfere with LESSEE's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas, or as set out in Section 33, Cancellation By LESSEE.

41. MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES

LESSOR may, with due notice, from time-to-time, adopt and enforce reasonable Minimum Standards for Aeronautical Activities on the Airport, and amendments thereto, and the LESSEE agrees to observe and comply with the same. However, any minimum standards which may be developed and promulgated in the future and during the Initial Term of this Agreement shall not have the effect of imposing upon LESSEE the requirements of additional facilities, services or standards beyond that set forth in this Agreement.

42. AIRPORT SECURITY PROGRAM COMPLIANCE

LESSEE must obtain Airport Security Identification and Access Media (I.D. Media) for its employees, subcontractors, suppliers, agents, and representatives requiring access to the sterile areas, secured Air Operations Area (AOA), and Security Identification Display Area (SIDA), or other secured areas as may be identified in the Airport Security Program, and pay any related costs associated with this privileges as set forth under this Section. With respect to the issuance, maintenance, and administration of I.D. Media, the LESSEE shall pay or cause to be paid to the LESSOR all charges as may be established from time to time by the LESSOR. Such costs may include, but are not limited to: (i) the initial issuance of I.D. Media; (ii) the replacement of lost or stolen I.D. Media; (iii) administrative costs with respect to those I.D. Media not returned to the LESSOR.

Said I.D. Media will be valid as set forth under the Airport Security Program, and must be returned to the Airport Public Safety Division, at 2193 Air Cargo Road within twenty-four (24) hours after expiration, suspension, and/or termination of this Agreement. Said I.D. Media will be valid for no longer than the period of this Agreement. The LESSEE shall be responsible for requesting the issuance of I.D. Media to employees or other authorized representatives of the LESSEE who require access to secured areas on the Airport due to operational need and necessity. In addition, LESSEE shall be responsible for the immediate reporting of all lost or stolen I.D. Media and the immediate return of the I.D. Media of LESSEE's personnel transferred from the Airport, or separated from the employ of LESSEE.

LESSEE warrants that it will at all times maintain the integrity of the Airport Security Program and comply with all applicable regulations of the Federal Aviation Administration ("FAA") and Transportation Security Administration ("TSA"), 49 CFR Parts 1500, 1544, 1546, 1548, and 1550 as amended or promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access for which LESSEE is responsible. The LESSOR shall have the right to require the LESSEE to conduct background investigations and to furnish certain data on such employees or other persons before the issuance of I.D. Media, which data may include the fingerprinting of any and all of its employees, subcontractors, suppliers, agents, and/or representatives. LESSEE also hereby agrees that it shall be responsible for any and all of the actions on the Premises of its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport Security Program. LESSEE hereby agrees that it will immediately implement any and all security changes that are directed either directly or indirectly by the TSA, FAA, or LESSOR. LESSEE further agrees to correct any security deficiency or other deficiency as may be determined as such by the LESSOR, the Department of Transportation ("DOT"), the FAA, or the TSA, or any other federal or state agency with jurisdiction. In the event LESSEE fails to remedy any such deficiency, the LESSOR may do so at the sole cost and expense of LESSEE. The LESSOR reserves the right to take whatever action is necessary to correct and remedy any security deficiency or other deficiency. When the LESSOR takes actions to remedy deficiencies of any kind, it shall be done in a reasonable and cost-conscious manner.

Should LESSEE, its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives cause any security violations, and should LESSOR be cited for a civil fine or penalty for such security violation, LESSEE agrees to reimburse LESSOR for any monetary civil fine or penalty which may be imposed on LESSOR. However, nothing herein shall prevent the LESSEE from contesting the legality, validity or application of such fine or penalty to the full extent LESSEE may be lawfully entitled, nor require LESSOR to pursue such a contest on LESSEE'S behalf. LESSEE may have I.D. Media/access privileges immediately suspended and/or revoked by LESSOR for failure to adhere to the Airport Security Program, or for failure to

return all I.D. Media within the time-frames specified herein.

The LESSEE agrees that information concerning the location, type, nature, capabilities, application and use of the LESSOR's security system is considered Sensitive Security Information (SSI) as defined by TSR 1520, and shall restrict the distribution, disclosure and availability of SSI only to persons with a need to know. All requests for SSI by persons not directly employed by the LESSEE, and deemed to have a need to know shall be referred to LESSOR for consideration and determination of whether such information is legal and appropriate for dissemination.

Before the LESSEE shall permit any employee, subcontractor, supplier, agents, customer, invitee, and/or representative to operate a motor vehicle of any kind or type on the AOA of Mid-Continent Airport (unless such employee is escorted by a LESSOR-approved escort), the LESSEE shall ensure that all such vehicle operators have completed required AOA access and driver training, possess a current, valid, and appropriate Kansas driver's license, appropriate Airport issued I.D. Media, and a Vehicle Ramp Permit. LESSEE company vehicles prominently displaying a permanent company name and/or logo on vehicles and equipment are excluded from the requirement of displaying a Vehicle Ramp Permit.

The LESSEE agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when entering, exiting and while on the AOA.

The LESSEE agrees that it shall be responsible for the installation, operation, maintenance, and monitoring of all vehicle and/or pedestrian access gates and doors and security access controls on the Premises with access from non-secured areas to the secured AOA. All such access gates and controls require the prior written approval of the LESSOR and shall be in compliance at all times with the Airport Security Program.

43. ENCROACHERS, TRESSPASSERS AND OTHER THIRD PARTY HAZARDS

LESSEE shall lawfully remove, or cause to be removed by LESSOR or other official law enforcement agency, all encroachers, trespassers and other third parties violating laws of the federal, state or local government, or who are not on the Premises for legitimate purposes.

44. FIRE EQUIPMENT AND SYSTEMS

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

45. ENVIRONMENTAL ASSESSMENT

A "Phase I" and "Phase-II" environmental site assessment shall be conducted, at LESSEE's sole expense, by an environmental consultant satisfactory to the LESSOR within ninety (90) days following the cancellation or termination of this Agreement, and a copy of these reports shall be promptly provided to the LESSOR. The environmental site assessment results shall be compared to the original background levels established at the commencement of this Agreement. If any contamination of the property has occurred through LESSEE's fault or negligence, or the fault or negligence of a LESSEE supplier, agent or contractor, then LESSEE shall be required to re-establish background levels to the pre-existing levels, in a timely manner and acceptable to LESSOR.

Nothing in this Section shall be construed to hold LESSEE liable in any way for any environmental impact or release of Hazardous Substances affecting the Premises that occurs by reason of the mitigation, release, discharge or flow from other verifiable and documented off-site contamination sources that are not attributable to the LESSEE's activity on the Premises. The burden of proof shall rest exclusively with the LESSEE to demonstrate that any such environmental impacts affecting the Premises are not attributable to the LESSEE's activity on the Premises.

46. ENVIRONMENTAL COVENANTS

(a) The LESSEE hereby covenants that it will not cause or permit any Hazardous Substances to be placed, held, located, or disposed of, on, under or at the Premises, other than in the ordinary course of business and in compliance with all applicable laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided in this Agreement to the LESSOR , the LESSEE hereby agrees to indemnify and hold harmless the LESSOR and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSOR or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission,

discharging or release from the Premises during any term of this lease of any Substance (hazardous or otherwise) regulated by any applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws), if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, contractors, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(c) If, during the term of this Agreement, the LESSEE receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Substance (hazardous or otherwise) on the Premises or in connection with the LESSEE's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the LESSEE from any persons or entity (including, without limitation, the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE")), the LESSEE shall immediately notify the LESSOR in writing of said notice.

(d) The LESSOR shall have the right, but not the obligation, and without limitation of the LESSOR's other rights under this Agreement, to enter the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Substance (hazardous or otherwise) or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any Substance (hazardous or otherwise) or an environmental complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against the LESSEE and/or which, in the reasonable judgment of the LESSOR, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the LESSEE or if such circumstances result from a Substance (hazardous or otherwise) owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the LESSOR in the exercise of any such rights shall be payable by the LESSEE, within 15 days of written demand by Landlord.

(e) If an event of default shall have occurred and be continuing, the LESSEE at the request of the LESSOR shall periodically perform, at the LESSEE's expense, an environmental audit and, if reasonably deemed necessary by the LESSOR, an environmental risk assessment, of the Premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the LESSEE with respect to the Premises. Such audits and/or risk assessments shall be

conducted by an environmental consultant satisfactory to the LESSOR, and all environmental audits and environmental risk assessments must be reasonable satisfactory to the LESSOR. Should the LESSEE fail to perform any such environmental audit or risk assessment within 90 days of the written request of the LESSOR, the LESSOR shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the LESSOR in the exercise of such rights shall be payable by the LESSEE on demand.

(f) Neither LESSEE nor LESSOR shall install or permit to be installed in the Premises friable asbestos, electrical equipment containing polychlorinated biphenyls (PCBs), or any Substance containing asbestos and deemed hazardous by federal or state regulations applicable to the Premises and respecting such material. The LESSEE shall defend, indemnify, and save the LESSOR and the City of Wichita harmless from all costs and expenses (including consequential damages) asserted or proven against the LESSEE by any person, as a result of the presence of said Substances, and the costs of any removal or compliance with such regulations, if said Substance was installed by the LESSEE, or persons within its control.

(g) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the LESSOR hereby agrees to indemnify and hold harmless the LESSEE from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSEE by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the term of this Agreement and the period prior to the term of this Agreement of any Substance (hazardous or otherwise) (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or placed upon the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release except to the extent such was caused by the LESSOR).

Environmental compliance shall not be limited to those items noted within this lease but shall include any current or future federal, state, or local law, statute or regulation, that may be required of LESSEE's operation (storage or use of Substances (hazardous or otherwise), activities of LESSEE's employees or contracted vendor's etc.). Tenant shall provide LESSOR

upon request copies of any plan, training program, training records, material safety data sheet or any other documentation required by said laws.

(h) The provisions of this article shall survive the termination of this Agreement.

47. IMPOSITIONS

LESSEE shall, during the life of this Agreement, bear, pay and discharge, before the delinquency thereof, any and all impositions, including all lawful taxes and assessments imposed on the Premises, personal property thereon, or LESSEE's possessory right therein. In the event any impositions may be lawfully paid in installments, LESSEE shall be required to pay only such installments thereof as become due and payable during the life of this Agreement as and when the same become due and payable. LESSOR covenants that without LESSEE's written consent it will not, unless required by law, take any action intended to cause or induce the levying or assessment of any imposition (other than special assessments levied on account of special benefits or other impositions for benefits or services uniformly imposed) which LESSEE would be required to pay under this Section and that should any such levy or assessment be threatened or occur LESSOR shall, at LESSEE's request, fully cooperate with LESSEE in all reasonable ways to prevent any such levy or assessment. Nothing herein contained shall prevent LESSEE from contesting the legality, validity, or application of any such tax or assessment to the full extent LESSEE may be lawfully entitled to do so.

48. INDEMNITY

LESSEE, shall protect, defend and hold LESSOR and the City of Wichita and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of LESSEE's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSOR. The LESSOR shall give to LESSEE reasonable notice of any such claims or actions.

LESSOR shall protect, defend and hold LESSEE, its officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), of any nature whatsoever arising out of or incident to this agreement

and/or the use or occupancy of the Premises or the acts of omissions of LESSOR's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSEE. The LESSEE shall give LESSOR reasonable notice of any such claims or actions.

The provisions of this Section shall survive the expiration or termination of this Agreement to the extent that they relate to liabilities, losses, suits, claims, judgments, fines or demands arising from or incident to events occurring during LESSEE'S occupancy of the Premises. The LESSEE shall use counsel reasonably acceptable to LESSOR in carrying out its obligations in this Section.

49. DAMAGE OR DESTRUCTION

In the event that facilities or improvements on the Premises are damaged or destroyed in whole or in part by fire, lightning or any other peril or other casualty during the term of this Agreement, this Agreement shall remain in full force and effect and LESSEE shall proceed with due diligence to repair, restore, rebuild or replace said damaged or destroyed property or parts thereof to as good a condition as all affected properties were in immediately prior to such damage or destruction, subject to such alterations as LESSEE may elect to make and are permitted in this Agreement. All proceeds from the insurance policies related to such damage or destruction shall be applied to cover the cost of such repairs or restoration.

In the event the improvements are damaged or destroyed in whole or in part by fire, lightning or any other peril or casualty not resulting in whole or in part from the actions of the LESSEE during the term of this Agreement, and such damage, destruction or loss exceeds fifty five percent (55%) of the value of the property as it existed prior to the casualty loss, LESSEE shall have the election, indicated by written notice given to LESSOR within 180 days after the occurrence of such event, not to repair, restore, rebuild or replace the improvements. Upon such election by LESSEE, this Agreement shall be terminated effective as of the date such notice is given by LESSEE, and neither party shall have any further rights or obligations pursuant to this Agreement other than LESSEE'S obligation to satisfy damages arising from any negligent or intentional action of itself, its employees, agents or invitees to the extent not covered by insurance proceeds. All of the insurance proceeds shall be paid to LESSEE and LESSOR in pro-rata distributions as their interests may appear based upon the fair market value of each party's interest at the time the proceeds are received. Where allowed by the insurance policy, insurance proceeds shall first be applied to removal of damaged improvements from the Premises before such distribution.

50. CONDEMNATION

If, during the term, title to, or the temporary use of, all or any part of the Premises shall be condemned by any authority exercising the power of eminent domain, LESSEE shall, within fifteen (15) days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify LESSOR in writing as to the nature and extent of such condemnation and whether it is practicable for LESSEE to acquire or construct substitute improvements, or whether LESSEE shall elect to terminate this lease.

If LESSEE shall determine that such substitution is practicable and desirable and LESSOR shall agree thereto, LESSEE shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute improvements. In such case, any net proceeds received from any award or awards with respect to the Premises or any part thereof made in such condemnation or eminent domain proceeds shall be used and applied for the purpose of paying the cost of such substitution. Any proceeds not required for such costs shall be distributed to the parties in pro-rata distributions as their interests may appear based upon Agreement term remaining and the fair market value of each party's interest at the time the proceeds are received.

If LESSEE shall determine that it is not practicable and desirable to acquire or construct substitute improvements, any net proceeds shall be distributed to the parties in pro-rata distributions as their interests may appear based upon the Agreement term remaining, and the fair market value of each party's interest at the time the proceeds are received.

LESSOR shall cooperate fully with LESSEE in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Premises or any part thereof. In no event will LESSEE or LESSOR voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Premises without the mutual agreement and written consent of the other party to this Agreement.

51. MODIFICATIONS FOR GRANTING FAA FUNDS

In the event that the LESSOR determines the Federal Aviation Administration requirements call for modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, these modifications or changes shall supersede this Agreement and LESSEE agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required by the LESSOR to fully comply with federal grant assurances and directives and to obtain Federal Aviation Administration grants-in-aid, provided that no such changes shall materially alter the rights or obligations of LESSEE hereunder.

52. NONDISCRIMINATION

The LESSEE agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, age (except where age is a bona fide occupational qualification), national origin or ancestry in its operations or services, and its use or occupancy of property under this Agreement. The LESSEE agrees to comply with all applicable provisions of federal and state laws, regulations, or executive orders prohibiting discriminatory conduct.

53. GENERAL PROVISIONS

Facility Development. LESSOR reserves the right to further develop or improve the landing area or any other area, building or other improvement within the present or future boundaries of Airport as it sees fit in its sole judgment regardless of the desires or view of LESSEE and without interference or hindrance by LESSEE. Further, LESSOR retains the absolute right to maintain, repair, develop and expand or replace the terminal building, utilities, ramps, taxiways, runways, streets, roadways, sidewalks, any other airport facility, airport improvement or airport property free from any and all liability to LESSEE for loss of business or damage of any nature whatsoever as may be occasioned during or because of the performance of such maintenance, repair, development, expansion or replacement.

Maintenance, Repair, Direction and Control. LESSOR reserves the right, but is not obligated to exercise the right, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in this regard. These areas will include, but are not limited to, those areas which are necessary to serve the aeronautical users of the Airport, except that LESSOR will not be obligated to maintain and keep in repair such areas of the Airport as may be leased to or under the control of Airport tenants, whether such area serves aeronautical users or otherwise.

Operation of Airport by the United States of America. This Agreement and all the provisions hereof will be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

14 CFR Part 77 of Federal Aviation Regulations. LESSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building, structure, or attachment thereto is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises. LESSEE by accepting this Agreement expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any

structure or object, nor permit the growth of any tree on the Premises which will exceed such maximum height as may be stipulated by LESSOR. It is understood and agreed that applicable laws, codes, regulations or agreements concerning height restrictions will govern the maximum height to be stipulated by LESSOR. In the event the aforesaid covenants are breached, LESSOR reserves the right to enter upon the Premises and to remove the offending structure or object, and cut down the offending tree, all of which will be at the expense of LESSEE and without liability to LESSOR.

Airspace. There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of LESSOR will result from the exercise of this right.

Easement for Flight. LESSEE releases LESSOR from any present or future liability whatsoever and covenants not to sue LESSOR for damages or any other relief based directly or indirectly upon noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions occurring as a result of aviation or airport related operations at or otherwise associated with the Airport. This release and covenant includes but is not limited to claims for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, nuisance, or inverse condemnation or for injunctive or other extraordinary or equitable relief. It is further agreed that LESSOR shall have no duty to avoid or mitigate such damages by, without limitation, setting aside or condemning buffer lands, rerouting air traffic, erecting sound or other barriers, establishing curfews, noise or other regulations, relocating airport facilities or operations or taking other measures, except to the extent, if any, that such actions are validly required by government authority. LESSOR reserves these rights from the Premises an easement for flight of aircraft in or adjacent to the airspace above the Premises and for the existence and imposition over, on and upon said Premises of noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions, discomfort, inconvenience, interference with use and enjoyment, and any consequent reduction in market value which may occur directly or indirectly as a result of aviation, airport or airport-related operations at or otherwise associated with use of the Airport. LESSEE accepts the Premises subject to the risks and activities hereinabove described.

Airport Hazards. LESSEE by accepting this Agreement agrees for itself, its successors and assignees, that it will not make use of the leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this Agreement term is breached, LESSOR reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of LESSEE without

liability to LESSOR of any kind.

Airport Rules and Regulations, Policies, and Standard Operating Procedures. LESSOR will have the right to adopt, amend and enforce reasonable airport rules and regulations, policies and standard operating procedures with respect to use of and the conduct and operation of the Airport, its buildings and facilities or any improvements within the present or future boundaries of the Airport, which LESSEE agrees to observe and obey.

Federal Aviation Administration Requirements. LESSOR and LESSEE agree that the requirements of the Federal Aviation Administration (FAA) set out below are approved by both parties, and if applicable, LESSEE agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this Agreement:

(a) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The LESSEE assures that it will undertake an affirmative action program if required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered suborganizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as

required by 14 CFR Part 152, Subpart E, to the same effect.

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) LESSEE agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that LESSEE may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) LESSOR reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of LESSEE in this regard.

(g) LESSOR reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of LESSEE, and without interference or hindrance.

(h) LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of LESSOR, would limit the usefulness of the airport or constitute a hazard to aircraft.

(i) During time of war or national emergency LESSOR shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

(k) There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

(l) This Agreement shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Subordination to Agreements with the U.S. Government. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between LESSOR and the United States Government relative to the operation or maintenance of Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to LESSOR for Airport purposes, or the expenditure of federal funds for the improvement or development of Airport, including the expenditure of federal funds for the development of Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. LESSOR covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

Non-Waiver of Rights. No waiver or default by either party of any of the terms, warranties, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, warranties, covenants or conditions herein contained, to be performed, kept and observed by the other party.

Notices. Notices required herein may be given by registered, certified, or express mail, and shall be deemed served on the date such notice is deposited in the United States Mail, or by prepaid private courier in the continental United States. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received.

Until any such change is made, notices to LESSOR shall be delivered as follows:

Wichita Airport Authority
Wichita Mid-Continent Airport
2173 Air Cargo Road
Wichita, Kansas 67209

Until any such change is made, notices to LESSEE shall be delivered as follows:

LeaseCorp Financial, Inc.
8650 E. 32nd St. North
Wichita, Kansas 67226

Captions. The captions/headings of the Sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Severability and Invalid Provisions. In the event any term, covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term, covenant, condition or provision herein contained; provided, however, that the invalidity of any such term, covenant, condition or provision does not materially prejudice either the LESSOR or the LESSEE in their respective rights and obligations contained in the valid terms, covenants, conditions or provisions in this agreement.

Waiver of Claims. LESSEE hereby waives any claim against LESSOR and its officers or employees for loss of anticipated profits, consequential or incidental damages, or claim for attorney fees caused by or resulting any suit or proceedings directly or indirectly attacking the validity of Agreement or any part thereof, or the manner in which it is executed or performed, or by any judgment or award in any legal proceeding declaring this Agreement null, void or voidable, or delaying the same of any part thereof, from being carried out. This waiver extends to all claims, whether the supporting legal theory lies in common law or has a statutory basis.

Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

Incorporation of Required Provisions. The parties incorporate in this Agreement by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

Non-Liability of Agents and Employees. No member, officer, agent or employee of either party to this Agreement shall be charged personally, or held contractually liable by or to the other party under the terms or provisions of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution.

Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

Time of Essence. Time is of the essence in this Agreement.

Relationship of the Parties. It is understood LESSEE is not in any way or for any purpose a partner or joint venturer with or an agent of LESSOR. LESSEE shall act as an independent contractor in the performance of its duties pursuant to this Agreement.

Interpretation. LESSOR and LESSEE hereby agree that this Agreement shall not be construed or interpreted in favor of either party on the basis of preparation.

Kansas Laws to Govern. This Agreement and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas, and venue for resolution of any issue pertaining to this Agreement shall be in Sedgwick County, Kansas.

54. THIRD PARTY RIGHTS

It is agreed between the parties that it is not intended by any of the provisions of this Agreement to create for the public or any member thereof the status of a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

55. QUIET ENJOYMENT

LESSOR agrees that, on payment of the rentals and fees and performance of the terms, covenants, conditions and agreements on the part of LESSEE to be performed in this Agreement, LESSEE will have the right to peaceably occupy and enjoy the Premises, subject however, to the GENERAL PROVISIONS contained in Section 53.

56. HOLD OVER

In the event LESSEE holds over the lease of the Premises, any rights granted after expiration of this Agreement without any written renewal of it shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a month-to-month arrangement, which may be terminated within thirty (30) days notice by LESSOR or LESSEE.

57. SURRENDER OF POSSESSION AND RESTORATION

LESSEE shall yield and deliver to LESSOR possession of the Premises at the expiration or termination of this Agreement in good condition in accordance with LESSEE's obligations in this Agreement, except for reasonable wear and tear, or fire or other casualty for which full insurance compensation has been paid as agreed. LESSEE shall, at its expense, deliver the Premises in good order and condition, including: (1) cleaning and hauling away all supplies and trash; (2) removing by legal means all materials and Substances classified as hazardous; (3) leaving in operating condition all bulbs and ballasts; (4) replacing all broken glass, (5) remove all computer network cable, and (6) return to LESSOR all keys to all doors and gates.

LESSEE, at LESSEE's expense, shall remove during the Term of the Agreement or at its expiration all non-attached equipment and personal property placed by LESSEE on or about the Premises herein leased, subject to LESSEE's repairing any damage thereto caused by such removal and subject to any valid lien which LESSOR may have on that property for unpaid rents, expenses or fees.

In the event LESSEE does not remove all of its equipment and personal property within thirty (30) calendar days after the termination of this Agreement, any remaining property shall be considered abandoned and LESSOR may dispose of said property without any further responsibility or liability to LESSEE. The net disposal costs of such property shall be the financial obligation of LESSEE.

58. INTENTION OF PARTIES

This Agreement is intended solely for the benefit of LESSOR and LESSEE and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any work done or inspection of the Premises performed by LESSOR is solely for the benefit of LESSOR and LESSEE.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto. Further, non-parties to this Agreement may not maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Agreement. The parties shall understand and agree that neither the method of payment, nor any other provision contained herein, nor any act(s) of the parties hereto creates a relationship other than the relationship of the LESSOR and the LESSEE.

59. ENTIRE AGREEMENT

The parties understand and agree that this instrument contains the entire Agreement between them. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to the Agreement or the making or entry into this Agreement, except as expressed in this Agreement, and that no claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for which they are acting herein.

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel deemed necessary for them to form a full and complete understanding of all rights and obligations herein.

60. AMENDMENT

This Agreement constitutes the entire Agreement between the parties for the lease of Premises set forth and identified under Section 1. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

61. APPROVAL, CONSENT, DIRECTION OR DESIGNATION BY LESSOR

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

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

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"LESSOR"

By _____
Victor D. White, Director of Airports

ATTEST:

LEASECORP FINANCIAL, INC.

By _____

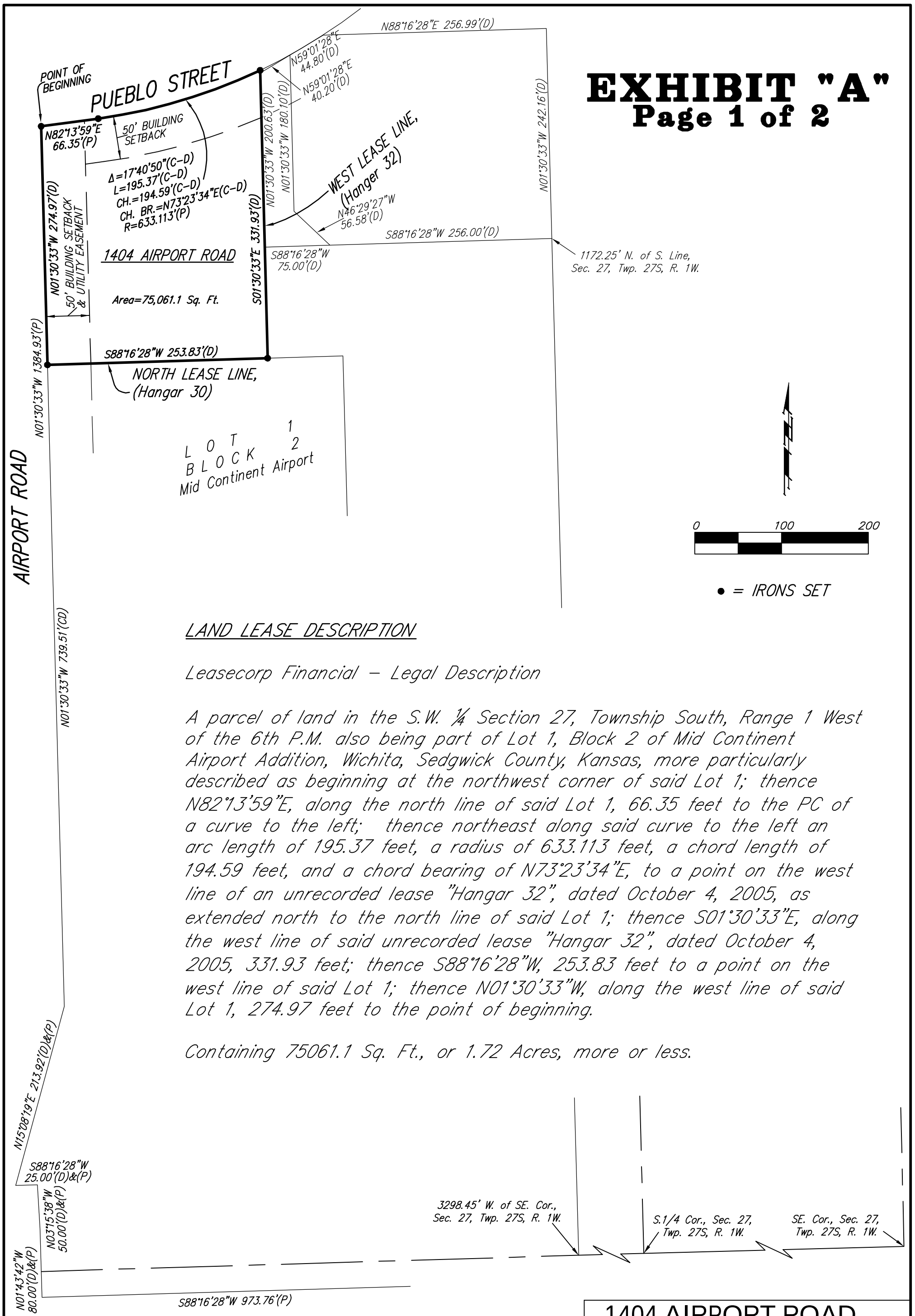
Title _____

By _____

Title_____
Raymond L. Koenig, President
“LESSEE”

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

EXHIBIT "A"
Page 1 of 2



LAND LEASE DESCRIPTION

Leasecorp Financial – Legal Description

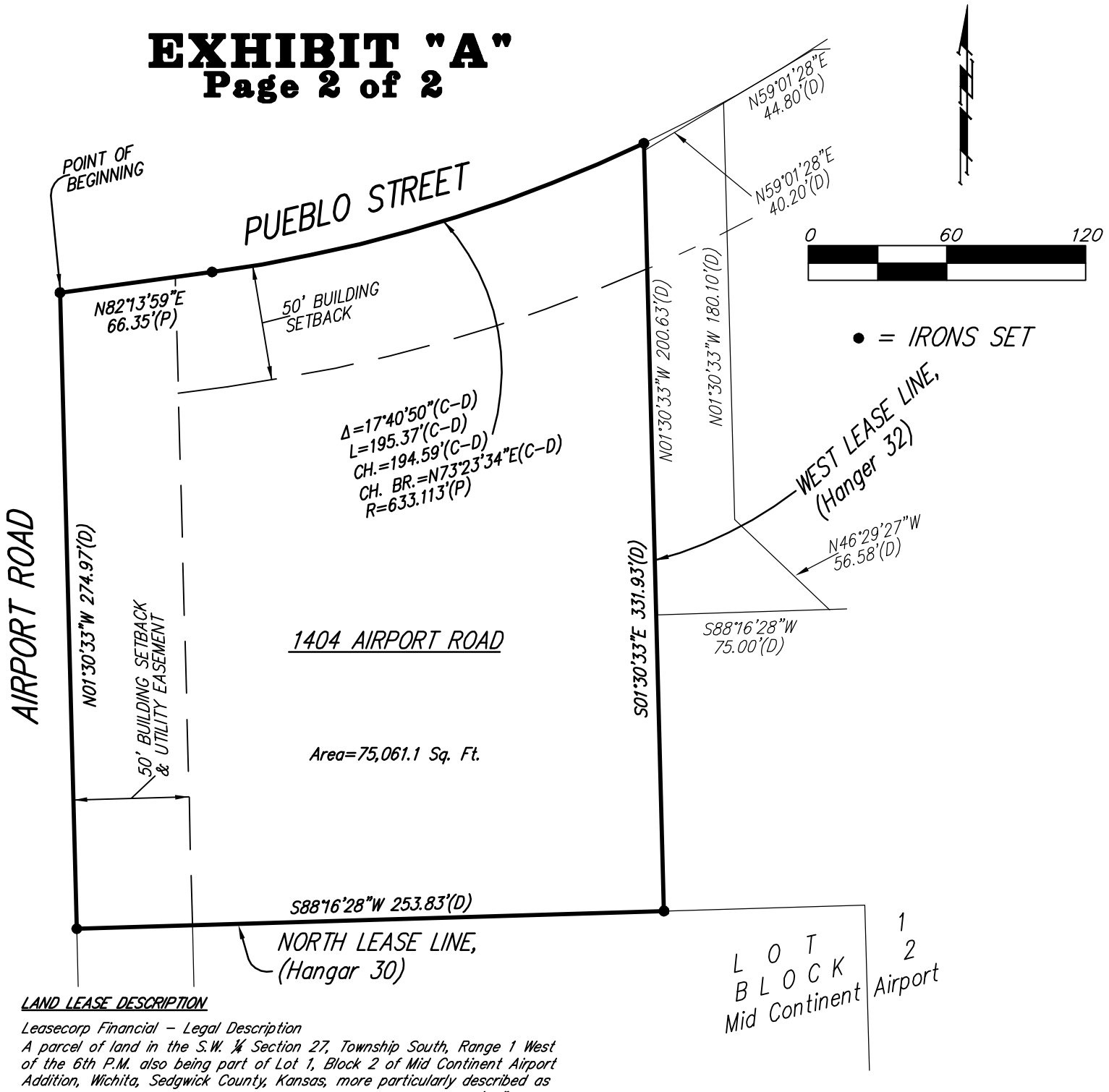
A parcel of land in the S.W. ¼ Section 27, Township South, Range 1 West of the 6th P.M. also being part of Lot 1, Block 2 of Mid Continent Airport Addition, Wichita, Sedgwick County, Kansas, more particularly described as beginning at the northwest corner of said Lot 1; thence N82°13'59"E, along the north line of said Lot 1, 66.35 feet to the PC of a curve to the left; thence northeast along said curve to the left an arc length of 195.37 feet, a radius of 633.113 feet, a chord length of 194.59 feet, and a chord bearing of N73°23'34"E, to a point on the west line of an unrecorded lease "Hangar 32", dated October 4, 2005, as extended north to the north line of said Lot 1; thence S01°30'33"E, along the west line of said unrecorded lease "Hangar 32", dated October 4, 2005, 331.93 feet; thence S88°16'28"W, 253.83 feet to a point on the west line of said Lot 1; thence N01°30'33"W, along the west line of said Lot 1, 274.97 feet to the point of beginning.

Containing 75061.1 Sq. Ft., or 1.72 Acres, more or less.

1404 AIRPORT ROAD			
Baughman Company , P.A.			
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE			
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149			
DATE	DRAWN BY:	SCALE	SHEET
5/29/2012	PAS/MGC	1"=100'	1 OF 2

Project Number 12-04-S090
Drawing File: F:\survey\ARCH\Mid_Cont-Airport_Lot-1_Block-2_12-04-S090-Lease_Exbt MGC.dwg

EXHIBIT "A"
Page 2 of 2



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1404 AIRPORT ROAD			
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315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149			
DATE	DRAWN BY:	SCALE	SHEET
5/29/2012	PAS/MGC	1"=60'	2 OF 2

Project Number 12-04-S090
Drawing File: F:\survey\ARCH\Mid_Cont-Airport_Lot-1_Block-2_12-04-S090-Lease_Exbt MGC.dwg

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.