

FISCAL AGREEMENT FOR THE OPERATION OF THE WICHITA AREA METROPOLITAN PLANNING ORGANIZATION

BY AND AMONG

THE WICHITA AREA METROPOLITAN PLANNING ORGANIZATION AND ITS MEMBER JURISDICTIONS

This Fiscal Agreement for the Operation of the Wichita Area Metropolitan Planning Organization (“Fiscal Agreement”), by and among the Wichita Area Metropolitan Planning Organization (“WAMPO”), and by WAMPO Member Jurisdictions (“Jurisdictions”) (jointly called the “Parties”).

WHEREAS, WAMPO is the designated Metropolitan Planning Organization (“MPO”) for the greater Wichita metropolitan area and is responsible for the continuing, cooperative, and comprehensive transportation planning process mandated by federal law and state regulations; and

WHEREAS, WAMPO is synonymous with the MPO and is a legally independent government entity distinct from any of its Jurisdictions and is governed by the Transportation Policy Body (“TPB”); and

WHEREAS, WAMPO is comprised of Member Jurisdictions (“Jurisdictions”) representing at a minimum the units of general purpose local government that together represent at least 75 percent of the existing Metropolitan Planning Area Boundary (“MPAB”) population (including the City of Wichita which is the largest incorporated city); and

WHEREAS, the MPO receives operating assistance through federal transportation planning funds identified annually in a Consolidated Planning Grant Agreement (“CPG”) between the MPO and the Kansas Department of Transportation (“KDOT”) and KDOT will reimburse WAMPO the eligible federal share of authorized UPWP expenditures, with the balance (the non-federal participation) to be provided by WAMPO Jurisdictions; and

WHEREAS, WAMPO wishes to obtain certain financial support from its Jurisdictions in providing local match and to supplement the operations of the MPO, when necessary; and

WHEREAS, the WAMPO Redesignation Agreement for Cooperative Transportation Planning of 2013 (“Redesignation Agreement”) provides for a separate Fiscal Agreement to collect local, non-federal funds for the operation of the MPO; and

WHEREAS, the Jurisdictions wishing to participate in this Fiscal Agreement agree to provide local, non-federal funding to the MPO to meet the local match requirement for federal transportation planning funds identified in the CPG Agreement and to, as may be needed from time to time, supplement deficiencies in the annual operating expenses experienced by WAMPO, and

WHEREAS, the participating Jurisdictions have the authority to enter into this agreement and to provide the financial support to WAMPO hereinafter described; and

NOW, THEREFORE, be it declared that the purpose of this Agreement is to define the financial contributions provided to WAMPO by the participating Jurisdictions and to act as the Fiscal Agreement identified in the *WAMPO Redesignation Agreement for Cooperative Transportation Planning of 2013*.

Article 1 WAMPO FISCAL AGENT

The Member Jurisdictions acknowledge WAMPO as a separate legal entity, and an agency or instrumentality of the Member Jurisdictions. The Member Jurisdictions recognize WAMPO as having the power to enter into contracts, and as being independently subject to the obligations and protections of the Kansas Tort Claims Act, K.S.A. 75- 6101 et seq. WAMPO will contract the services of a Fiscal Agent(s) from the pool of Member Jurisdictions to provide itemized services for WAMPO. The duties of the designated Fiscal Agent(s) will be determined by agreement between WAMPO and the designated Fiscal Agent(s). The Fiscal Agent is neither a guarantor of funds for WAMPO operations, nor an indemnitor for any contractual or tort liability to which WAMPO may become subject. The responsibility of Member Jurisdictions for obligations incurred outside the regular budget of WAMPO shall be through use of the Type B Special Assessment procedure established in this Fiscal Agreement.

Article 2 FINANCIAL CONTRIBUTIONS

Financial contributions to WAMPO will be provided by Jurisdictions participating through two (2) separate and distinct methods; 1) Local Assessments (“Assessments”) each year for the annual WAMPO Budget and 2) a percentage-based fee (“TIP Fee”) based on the amount of the federal participation in projects programmed in the annual WAMPO Transportation Improvement Program (“TIP”).

2.1 Member Jurisdiction Annual Assessments

Per this Fiscal Agreement, Assessments will be paid annually to WAMPO by participating Jurisdictions. Annual Assessments will be based on the needs of WAMPO to provide local match for federal transportation planning funds, as well as the need to maintain operations of the MPO.

Assessments will be based on a three-tiered contribution schedule: the first tier consisting of the City of Wichita who will provide forty percent (40%) of the annual Assessments; the second tier consisting of Sedgwick County who will provide forty percent (40%) of the Annual Assessments; and the third tier consisting of the remaining Jurisdictions who will contribute the remaining twenty percent (20%), based on the most current population of each Jurisdiction as identified by the U.S. Census Bureau. *Attachment 1* provides an example of the 3-tier system based on the 2010 Census of the Population and if all jurisdictions subscribe to this Fiscal Agreement.

WAMPO will provide annually to each Jurisdiction a five-year projection of estimated Assessments required to maintain the required local match for funds identified in the CPG agreement between WAMPO and KDOT and to meet the financial need for operating the MPO. Each Jurisdiction will be responsible for providing to WAMPO annually Assessments in the amounts stated in the first year of this estimate.

Assessments will be levied annually. This obligation starts upon approval of this agreement by the TPB. All current and past, unpaid assessments must be paid in full prior to the Jurisdiction being in “Good Standing” with WAMPO.

Full and on-time payment of the Assessments will present the Jurisdiction in “Good Standing” with WAMPO, and will entitle the Jurisdiction to the full benefits and privileges of that standing, as stated in the *WAMPO TPB Bylaws*. Non-payment of Assessments will result in that Jurisdiction being declared “Not in Good Standing” and they shall forfeit all benefits and privileges of being in “Good Standing”.

Assessments will be paid to WAMPO by the thirty-first (31) day of January of each year. Preferred method of payment will be negotiated between the Jurisdiction and the WAMPO Fiscal Agent.

2.1.1 Special Assessments

Special Assessments may be issued in response to an emergency or unforeseen event related to WAMPO operations or local match requirements for federal funds. Special Assessments shall be governed by procedures identified in this Fiscal Agreement.

The TPB will make every effort to avoid the need to make a Special Assessment on its Member Jurisdictions. Special Assessments may, however, be required in response to an emergency or unforeseen event. Such Special Assessments shall be authorized by the TPB and shall be requisitioned of the Jurisdictions. Special Assessments approved by the TPB shall be due and payable to WAMPO within six months of the date of the requisition.

2.1.2 Type A Special Assessment

The TPB may ask Jurisdictions for funding above that identified in the annual estimate in the event that local funds are not provided in amounts to meet the minimum twenty percent (20%) local match requirements. A majority (51%) of the TPB members in “Good Standing” is required to approve such a request.

2.1.3 Type B Special Assessment

The TPB may ask Jurisdictions for additional funding in the event that funds are not provided in amounts to meet WAMPO operational expenses. A vote of two-thirds (2/3) of the WAMPO TPB members in “Good Standing” is required to approve such a request.

2.1.4 Default on Requisitioned Assessments

The WAMPO TPB may withhold TPB voting and other privileges of a Jurisdiction if that Jurisdiction defaults on its Assessment for support of the WAMPO annual budget or support of requisitioned Special Assessments. The Jurisdiction shall be in default and shall surrender its status as Jurisdiction in “Good Standing”. Jurisdictions not in good standing may have their membership reinstated by the TPB upon satisfactory payment of outstanding Assessment balances.

2.1.5 Exceptions to the Annual Assessment

The Federal Highway Administration (FHWA), Federal Transit Administration (FTA), KDOT, and Wichita Transit are exempt from the required annual Assessment and Special Assessments of local funds.

2.1.6 Assessment Appeals

The TPB shall address any and all appeals related to the Assessment for each Jurisdiction. Jurisdictions will have thirty (30) days to appeal the requested Assessment. The thirty-day appeal window shall start the day after Assessment is due. The TPB will have thirty (30) days to respond to the Jurisdiction's request for appeal. The Jurisdiction's status of "Good Standing" will be retained until such time that the TPB renders a decision on the appeal.

2.2 TIP Fee

WAMPO will collect a percentage-based fee for all projects programmed in the first program year of the TIP that are proposed to be funded with federal transportation funds.

2.2.1 Applicable Funding Programs

The TIP Fee will consist of a one-time fee of one percent (1%) of the total federal participation of each project, both competitive and noncompetitive, that is approved for programming in the first year of the annual WAMPO TIP. Federal funding programs subject to this fee will include:

- Surface Transportation Program (STP) funds attributable to both WAMPO and member counties;
- Congestion Mitigation Air Quality (CMAQ) funds allocated to WAMPO;
- All other federal transportation funds attributable, allocated, or afforded to WAMPO and WAMPO Jurisdictions.

With the exception of provisions contained in Section 2.2.4, the TIP Fee will apply to federal participation of \$100,000 or more on a project or combined project.

Projects will be accepted for inclusion in the TIP only if the Jurisdiction is in "Good Standing" with WAMPO. All delinquent Assessments and TIP Fees must be made current and paid in full prior to inclusion of a project in the TIP.

2.2.2 Exceptions to the TIP Fee

All projects programmed with federal transportation funds identified in 2.2.1 are subject to the TIP Fee, with the following exceptions:

- KDOT-sponsored projects that are located on State-owned/operated facilities; and
- A project, or that portion of a project using FTA program funds (e.g. Section 5307, 5309, 5310, 5311, 5316, and 5317).

2.2.3 Fee Collection

The TIP Fee will be collected for each program/project after they are selected and approved for inclusion in the TIP, but before the final TIP is approved by the WAMPO Transportation TPB. The TIP Fee will be based on the amount of federal funds programmed in the TIP.

The TIP Fee must be paid by the project sponsor prior to the project being programmed in the approved TIP. All TIP Fee payments will be due by the thirty-first (31) day of August of each year.

2.2.4 Advance Construction Projects

TIP Fees on split-funded or Advance Construction (AC) projects will be collected prior to inclusion of a partial or full conversion of federal funds programmed in the TIP. The Jurisdiction must be in “Good Standing” with the MPO prior to including a conversion of federal transportation funds for the project.

2.2.5 Reprogramming of TIP Projects

Projects omitted from the TIP due to failure to provide the TIP Fee or due to a Jurisdiction not being in “Good Standing” with WAMPO may be amended into the TIP, by a quarterly or special amendment, once all financial obligations to WAMPO are resolved. Projects amended into the TIP are contingent on the TIP maintaining fiscal constraint, as such the project may be delayed, deferred, or reprogrammed to another fiscal year and may be required to be resubmitted in the annual TIP Call for Projects. Procedures and timelines for presenting projects for amendment are identified in the TIP Policy.

2.2.6 TIP Fee Refunds

TIP Fees will be based on the amount of federal transportation funds programmed in the annual TIP, or subsequent amendments. TIP Fees submitted for projects that are not obligated by KDOT will be refunded in full by the TPB to the sponsoring Jurisdiction.

No refund will be granted to a jurisdiction in which a project obligates at a level less than that programmed in the TIP. WAMPO will retain the balance between what was programmed and that which was obligated.

Projects obligating at a cost that is more than that identified in the TIP will need to follow procedures contained in the TIP Policy to amend the project cost. A TIP Fee will be applied to any increases to the programmed amount contained in the TIP or amended TIP and will be collected prior to approval of the TIP or TIP amendment.

Article 3 PAYMENTS

WAMPO shall designate a Fiscal Agent to function as an official depository for the receipt, deposit, and disbursement of WAMPO, state, federal, local, and other funds entrusted to WAMPO; to solicit and receive funds from Jurisdictions as per this agreement; to provide for a fiscal accounting and record system.

Payments will be made payable to WAMPO for deposit to a dedicated account attributable and accountable to only the TPB, as governing body of WAMPO, and will be administered by the WAMPO Fiscal Agent.

3.1 Payment Due Date

Jurisdiction Assessments and TIP Fees are due as stated in Article 1 of this Agreement.

3.2 Late Payment Penalty

The TPB may, at their discretion, assess a penalty for late payment of either the Assessment or TIP Fee and seek to recover interest on any outstanding balances. Such penalties must be paid to remain in “Good Standing” and to afford the Jurisdiction the opportunity to program projects in the TIP.

3.3 Surplus Funds

WAMPO will retain any surplus funds collected from the Assessments, Tip Fee, or penalties, as well as any interest earned and accrued on the balances of the WAMPO account. The WAMPO TPB shall have total discretion as to the disposition of such funds.

Article 4 TPB MEMBERSHIP

To ensure that Jurisdictions subscribing to this Fiscal Agreement receive proper representation on the TPB, voting membership on the TPB will be contingent on that Jurisdiction being in “Good Standing” with WAMPO. Jurisdictions in “Good Standing” are those that provide financial support for WAMPO, as provided for in this Fiscal Agreement.

4.1 TPB Votes

TPB votes assigned to each Jurisdiction in “Good Standing” are established under the Redesignation Agreement and revised, as needed, under the TPB Bylaws.

4.1 Weighted Votes

Weighted voting will be allowed when and if one (1) TPB voting representative from three (3) separate jurisdictions calls for a weighted vote. Weighted votes may only be called in reference to issues related to WAMPO expenditures such as the annual budget, staffing, and other resource management issues.

The proposed weighted vote would need to be presented for consideration, and approved at two consecutive TPB meetings. The call for a weighted vote would constitute the first occurrence.

A special notice announcing the call for a weighted vote will be provided to each Jurisdiction and to each TPB representative prior to the mandatory second meeting. A special TPB meeting may be called to facilitate the weighted vote and to meet this requirement but only after each Jurisdiction and TPB representative has been contacted and apprised of the call for weighted vote.

A pool of 100 total votes will be used as the basis for the weighted vote. Each representative of jurisdictions “in Good Standing” with WAMPO, with the exception of the Kansas Department of Transportation, will receive a portion of 100 votes from this pool based on the population of that representative’s sponsoring jurisdiction divided by the number of that jurisdiction’s representatives. The Kansas Department of Transportation, as per agreement of member jurisdictions, will receive one (1) weighted vote to be used only as a tie-breaker in the event that any action results in a tie vote. A majority of the weighted vote is required to carry an action. A jurisdiction’s representative absent from the voting will result in a vote of “no”. An example of the weighted vote distribution is included in Attachment 2. The example is based on all member jurisdictions being “in Good Standing.”

Article 5 AMENDING THIS FISCAL AGREEMENT

WAMPO or a participating Jurisdiction may, upon initiation of either party(s), amend this Agreement to cure any ambiguity, defect, or omissions contained herein, or for cause as determined by the TPB. A motion to address changes to this Fiscal Agreement and a valid second by voting members of the TPB will be required to initiate any proposal. The provisions of this Fiscal Agreement may be amended for cause through a two-thirds (2/3) majority vote of the TPB. A weighted TPB vote may not be called to amend this Fiscal Agreement.

All amendments to this Fiscal Agreement shall be presented to the TPB for its consideration at least twice before final action is taken.

Article 6 DURATION AND TERMINATION

The provisions of this Fiscal Agreement shall remain in effect until such time as it is revised or superseded by a new Fiscal Agreement or in the event that WAMPO no longer serves in the capacity of the MPO for the greater Wichita metropolitan area.

This Fiscal Agreement will renew from year to year unless the governing body of one of the Parties rescinds or terminates this Agreement prior to October first of any year for which this Agreement renews. The parties may rescind or terminate this Fiscal Agreement by:

- Obtaining approval from the governing body of the party wishing to terminate or rescind this Agreement; and
- Provide ninety (90) days' written notice to the other parties to this Fiscal Agreement.

Article 7 SEVERABILITY

Should any section, paragraph, sentence, or clause of this Fiscal Agreement be deemed unlawful by a Court of competent jurisdiction, no other provision hereof shall be affected and all other provisions of this agreement shall continue in full force and effect.

Article 8 EFFECTIVE DATE

This Agreement shall be effective and applicable to all WAMPO Jurisdictions upon approval by the TPB.

Article 9 CASH BASIS LAW DISCLAIMER

Nothing herein is intended, nor shall it be interpreted to violate the Kansas Cash Basis and Budget Law, and should it ever be concluded that any obligation is in violation of the such requirements, that such provision shall be null and void, without effecting the enforceability of the remainder of this agreement.

Attachment 1.

| Example - WAMPO Tiered Jurisdictional Assessment Fee Schedule | | | | |
|--|-----------------|-------------------------|--------------------|---------------------|
| Based on \$50,000 and \$100,000 Assessments and Full Jurisdiction Participation | | | | |
| Tier 1 - City of Wichita (40% of Total Assessment) | | | | |
| Jurisdiction | 2010 Population | % of Population by Tier | @ \$50,000 | @ \$100,000 |
| Wichita | 382,368 | 100% | \$20,000.00 | \$40,000.00 |
| Tier 2 -Sedgwick County (40% of Total Assessment) | | | | |
| Jurisdiction | 2010 Population | % of Population by Tier | @ \$50,000 | @ \$100,000 |
| Sedgwick County | 498,365 | 100% | \$20,000.00 | \$40,000.00 |
| Tier 3 - Remaining Jurisdictions (20% of Total Assessment) | | | | |
| Jurisdiction | 2010 Population | % of Population by Tier | @ \$50,000 | @ \$100,000 |
| Andale | 928 | 0.96% | \$95.74 | \$191.48 |
| Andover/Butler County* | 11,791 | 12.16% | \$1,216.44 | \$2,432.89 |
| Bel Aire | 6,769 | 6.98% | \$698.34 | \$1,396.68 |
| Bentley | 530 | 0.55% | \$54.68 | \$109.36 |
| Cheney | 2,094 | 2.16% | \$216.03 | \$432.06 |
| Clearwater | 2,481 | 2.56% | \$255.96 | \$511.92 |
| Colwich | 1,327 | 1.37% | \$136.90 | \$273.81 |
| Derby | 22,158 | 22.86% | \$2,285.98 | \$4,571.96 |
| Eastborough | 773 | 0.80% | \$79.75 | \$159.50 |
| Garden Plain | 849 | 0.88% | \$87.59 | \$175.18 |
| Goddard | 4,344 | 4.48% | \$448.16 | \$896.32 |
| Haysville | 10,826 | 11.17% | \$1,116.89 | \$2,233.78 |
| Kechi | 1,909 | 1.97% | \$196.95 | \$393.89 |
| Maize | 3,420 | 3.53% | \$352.83 | \$705.66 |
| Mount Hope | 813 | 0.84% | \$83.87 | \$167.75 |
| Mulvane/Sumner County* | 6,111 | 6.30% | \$630.45 | \$1,260.91 |
| Park City | 7,297 | 7.53% | \$752.81 | \$1,505.62 |
| Rose Hill/Butler County* | 5,366 | 5.54% | \$553.60 | \$1,107.19 |
| Sedgwick | 192 | 0.20% | \$19.81 | \$39.62 |
| Valley Center | 6,822 | 7.04% | \$703.81 | \$1,407.61 |
| Viola | 130 | 0.13% | \$13.41 | \$26.82 |
| Total | 96,930 | 100% | \$10,000.00 | \$20,000.00 |
| | | Grand Total | \$50,000.00 | \$100,000.00 |
| Note: population based on 2010 Census of the Population (SF1). | | | | |
| *Figure based City population and the population of the portion of the county within the WAMPO MPAB. | | | | |

Attachment 2.

| TPB Votes, Normal and Weighted, by WAMPO Member Jurisdictions# | | | | |
|--|------------------------|-------------------|--|------------------------------------|
| Member Jurisdiction | 2010 Population | City Class | TPB Representatives (If in Good Standing) | Total TPB Weighted Votes*** |
| Andale | 928 | 3rd | 0 | 0.18 |
| Andover/Butler County* | 12,960 | 2nd | 1 | 2.56 |
| Bel Aire | 6,769 | 2nd | 1 | 1.34 |
| Bentley | 530 | 3rd | 0 | 0.10 |
| Cheney | 2,094 | 3rd | 1 | 0.41 |
| Clearwater | 2,481 | 3rd | 1 | 0.49 |
| Colwich | 1,327 | 3rd | 0 | 0.26 |
| Derby | 22,158 | 2nd | 1 | 4.38 |
| Eastborough | 773 | 3rd | 0 | 0.15 |
| Garden Plain | 849 | 3rd | 0 | 0.17 |
| Goddard | 4,344 | 2nd | 1 | 0.86 |
| Haysville | 10,826 | 2nd | 1 | 2.14 |
| KDOT | 0 | N/A | 2 | 0.00 |
| Kechi | 1,909 | 3rd | 0 | 0.38 |
| Maize | 3,420 | 3rd | 1 | 0.68 |
| Mount Hope | 813 | 3rd | 0 | 0.16 |
| Mulvane /Sumner County | 6,869 | 2nd | 1 | 1.36 |
| Park City | 7,297 | 2nd | 1 | 1.44 |
| Rose Hill/Butler County* | 5,366 | 2nd | 1 | 1.06 |
| SCAC | 0 | N/A | 1 | 0.00 |
| Sedgwick | 192 | 3rd | 0 | 0.04 |
| Sedgwick County ** | 37,214 | N/A | 4 | 23.59 |
| Valley Center | 6,822 | 2nd | 1 | 1.35 |
| Viola | 130 | 3rd | 0 | 0.03 |
| Wichita | 382,368 | 1st | 4 | 56.88 |
| WAMPO Transportation Study Area | 518,439 | N/A | 23 | 100.00 |
| Quorum needed to carry vote | | | Q = 12 | Q = 61**** |
| Notes: | | | | |
| SCAC has one (1) member to represent jurisdictions under 2,000 population. | | | | |
| The City of Wichita and Sedgwick County have four (4) representatives based on financial contribution. | | | | |
| KDOT has two (2) representatives per the Redesignation Agreement. | | | | |
| Weighted vote calculated based on the formula: (city population/total WAMPO population) * 119 | | | | |
| Total weighted vote pool = 100 | | | | |
| # Assumes all member jurisdictions are "In Good Standing" as defined in the Fiscal Agreement. | | | | |
| * Population reflects City and area of County within the MPAB. a majority within the MPAB. | | | | |
| Related County population based on whole or partial Census Blocks contained within the MPAB. | | | | |
| ** Sedgwick County population identified reflects only the unincorporated population. | | | | |
| *** Weighted votes are rounded to two significant digits. | | | | |
| **** Jurisdictions with multiple representatives may vote independently and not as one combined block. | | | | |

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 20 day of May, 2013 by the governing body of Andale, KANSAS

ATTEST:

Virginia Howard *Paul Spivey*
CITY CLERK MAYOR

(SEAL)

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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 14 day of May, 2013 by the governing body of Andover, KANSAS

ATTEST:



CITY CLERK



MAYOR

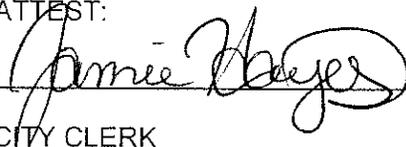


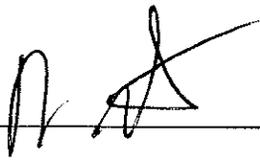
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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 7 day of May, 2013 by the governing body of Bel Aire, KANSAS

ATTEST:


CITY CLERK


MAYOR

(SEAL)

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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 21st day of May, 2013, by the Board of County Commissioners of Butler COUNTY, KANSAS

ATTEST:   
COUNTY CLERK CHAIRMAN

(SEAL)

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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED: this 9th day of May, 20 , by the governing body of City of Cheney
KANSAS

ATTEST:

Dawnell Young
CITY CLERK

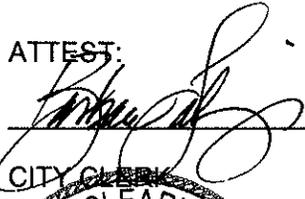
Synda Ball
MAYOR

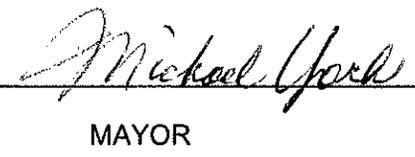
(SEAL)

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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 9 day of July, 2013, by the governing body of Clearwater, KANSAS

ATTEST:

CITY CLERK


MAYOR



(SEAL)

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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 17 day of June, 2013 by the governing body of Colwich, KANSAS

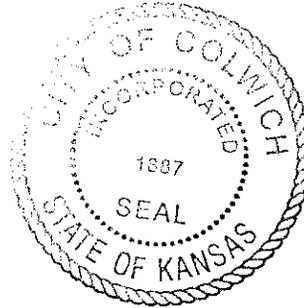
ATTEST:

Deanna Brode Timothy Jones

CITY CLERK

MAYOR

(SEAL)

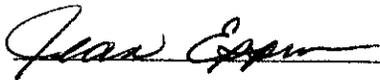


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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 14 day of May, 2013, by the governing body of Derby, KANSAS

ATTEST:



CITY CLERK



MAYOR

(SEAL)

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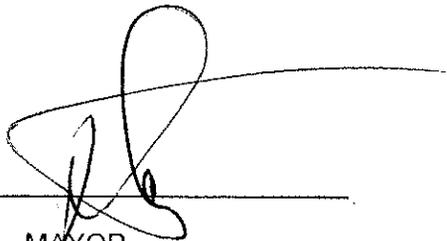
IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 25 day of June, 2013 by the governing body of Eastborough
KANSAS

ATTEST:



CITY CLERK



MAYOR

(SEAL)

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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 6th day of May, 2013, by the governing body of Goddard, KANSAS

ATTEST:

Jeri Laymon

CITY CLERK

Marcus Dreyer

MAYOR

(SEAL)

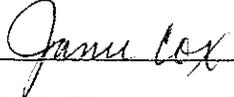


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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 13 day of May, 2013 by the governing body of Haysville, KANSAS

ATTEST:



CITY CLERK



MAYOR

(SEAL)

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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 23 day of May, 2013, by the governing body of Kechi, KANSAS

ATTEST:

Anna Hill *Ed Parker*
CITY CLERK MAYOR



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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 17th day of June, 2013, by the governing body of Maize, KANSAS

ATTEST:

Joseph Reid Clair E. Donnelly
CITY CLERK MAYOR



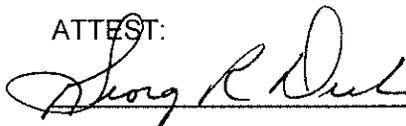
(SEAL)

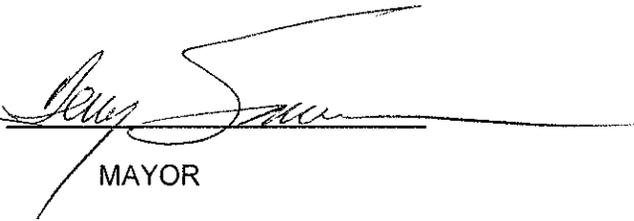
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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 8th day of July, 2013, by the governing body of Mount Hope
KANSAS

ATTEST:


CITY CLERK


MAYOR


(SEAL)

(This space is intentionally left blank).

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 6th day of May, 2013 by the governing body of Mulvane, KANSAS

ATTEST:

Patty Gerwick James P. Ford
CITY CLERK MAYOR



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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 14TH day of May, 2013, by the governing body of City of Park City
KANSAS

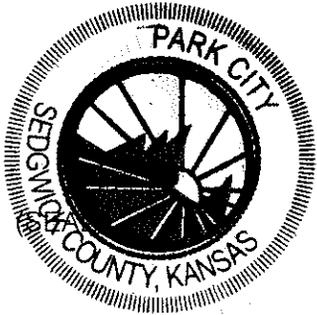
ATTEST:

James Nichols

[Signature]

CITY CLERK

MAYOR

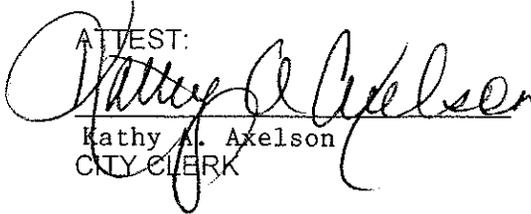


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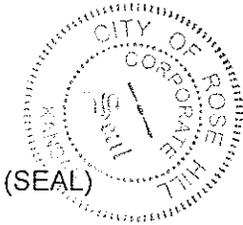
IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 6th day of May, 2013, by the governing body of Rose Hill, KANSAS

ATTEST:


Kathy A. Axelson
CITY CLERK


Jason K. Jones
MAYOR

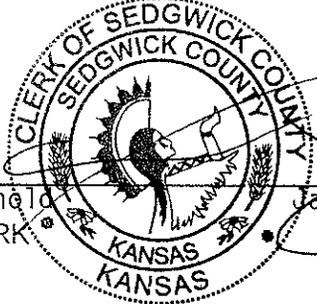


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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 12th day of June, 2013 by the Board of County Commissioners of Sedgwick COUNTY, KANSAS

ATTEST:



 Kelly B. Arnold James B. Skelton

 COUNTY CLERK CHAIRMAN

APPROVED AS TO FORM:

Name (Printed): Jennifer Magana for

 (SEAL) Richard A. Euson

 County Counselor

(This space is intentionally left blank).

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 18 day of June, 2013, by the Board of County Commissioners of Sumner COUNTY, KANSAS

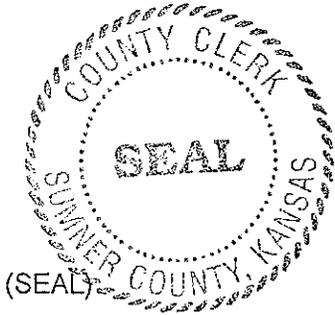
ATTEST:

Debra A. Norris

Debra A. Norris
COUNTY CLERK

Steve Warner

Steve Warner
CHAIRMAN



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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 21st day of May, 2013, by the governing body of Valley Center
KANSAS

ATTEST:

Kristine A. Cohen

CITY CLERK

Michael D. Hill

MAYOR



(THIS SPACE is intentionally left blank).

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 11 day of June, 2013 by the governing body of Wichita, KANSAS

ATTEST:



CITY CLERK
Karen Sublett

MAYOR
Carl Brewer



APPROVED AS TO FORM:

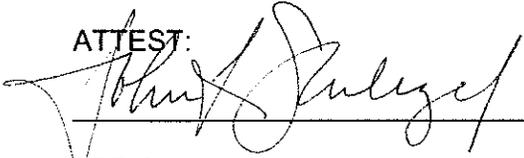

Gary E. Rebenstorf, City Attorney
(SEAL)

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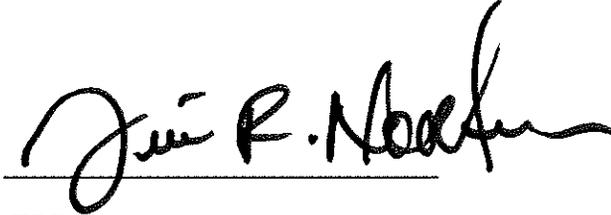
IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 13 day of Aug, 2013, by the governing body of WAMPO,

ATTEST:



TPB Secretary



TPB Chair

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