

**MEMORANDUM OF UNDERSTANDING
FOR PAVEMENT OF ROAD**

by and between:

SEDGWICK COUNTY, KANSAS

AND

COOK AIRFIELD

This Memorandum of Understanding ("MOU") made and entered into this ____ day of July, 2018, by and between Sedgwick County, Kansas ("County") and Crosswinds Aviation Inc. dba Cook Airfield ("Cook") collectively referred to as the Parties.

WITNESSETH:

WHEREAS, Kansas State University has agreed to provide unmanned aircraft training and education.

WHEREAS, Cook Airfield, located in Sedgwick County is going to provide a site where some of this training is to be conducted.

WHEREAS, Kansas Department of Transportation will provide a Kansas Airport Improvement Program grant in the amount of \$612,750 to cover 90% of the cost for said facility.

WHEREAS, Kansas State University and Cook Airfield will enter into an agreement to provide unmanned training and education at a site to be constructed at Cook Airfield

WHEREAS, 73rd Street South and 139th Street East provides access to Cook Airfield and is not currently paved.

WHEREAS, Cook Airfield has asked the County to pave 73rd Street South and 139th Street East and indicated that it will require that 73rd Street South and 139th Street East be paved before it will commit to building the training facility to be leased to Kansas State University.

WHEREAS, Sedgwick County has agreed to pave a portion 73rd Street South and 139th Street East to make the site more accessible to the students and others who will be attending the training at an estimated cost of approximately \$73,000.

WHEREAS, Sedgwick County finds this utilization of funds to be for a public purpose to increase the accessibility to Cook Airfield and support additional educational opportunities in the community.

NOW, THEREFORE, the parties hereto state as follows:

1. **Purpose.** The purpose of this MOU is to outline the Parties' intent with this project.

2. **Agreement.** The Parties agree to the following responsibilities:

a. The County agrees it will fund the paving of a portion of 73rd Street South and 139th Street East which is approximately one-half mile of road adjacent to Cook Airfield. The County will also maintain the road in accordance with its normal maintenance schedule.

b. Cook agrees to provide a site for unmanned aircraft training and for the construction of a facility for such training on its property to be leased to Kansas State University. After receiving the Kansas Department of Transportation Grant for said facility, the facility will be constructed and complete by August 2019 and used for the purpose of unmanned aviation training.

c. Cook further agrees to discourage its vendors and contractors from using the improved portion of the road during the construction of the building referenced in Section 2 (b) above.

3. **Clawback.** The County reserves the right to require repayment of the actual cost expended for the road pavement (estimated to be approximately \$73,000) if any of the conditions in Section 2(b) are not met by Cook Airfield.

4. **Notification.** Notifications required pursuant to this MOU shall be made in writing and mailed to the addresses shown below. Notifications shall be deemed complete upon mailing.

County: Sedgwick County Public Works
Attn: County Engineer
1144 S. Seneca St.
Wichita, Kansas 67213

and

Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203-3790

Cook: Cook Airfield
Gregory Thomas
Crosswinds Aviation, Inc.
6841 S. 143rd St East
Derby, Kansas 67037

5. **Amendments.** This MOU may only be amended if both parties agree in writing to such amendment.

6. **Counterparts/Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages

may be executed via “wet” signature, authorized signature stamp or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

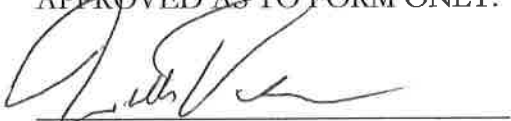
COOK AIRFIELD

David Dennis
Chairman



Gregory Thomas

APPROVED AS TO FORM ONLY:



William F. Deer
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk